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 City 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, SEPTEMBER 2, 2025

REGULAR MEETING

AGENDA

CLOSED SESSION – 4:00 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency designated representatives: Fred Galante, City Attorney
Unrepresented employee: City Manager

3. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

FLAG SALUTE

CEREMONIALS

Proclamations

National Childhood Obesity Awareness Month - Proclaim September 2025 as National Childhood Obesity Month.

Suicide Prevention Awareness Month - Proclaim September 2025 as Suicide Prevention Awareness Month.

Presentations

Don Lugo High School FFA Team - Recognition of the Don Lugo High School Future Farmers of America Horse Judging Team.

Business of the Month - Award of Business of the Month for September 2025 to:

- Jersey Mike's
- Cattle Ranch Cafe

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for September 2025.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

INFORMATION

West Valley Mosquito & Vector Control District (WVMVCD) Presentation - Best Management Practice Guidelines for the Feral/Community Cats Flea-Borne Typhus issue from Michelle Brown, Ph.D., District Manager, WVMVCD.

External Agency Report for September 2, 2025. Receive and file the External Agency Report for September 2, 2025 (Covering Meetings from June 1 - June 30, 2025).

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section

2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 776939 to 7771995, and Electronic Fund Transfers 524717E to 524978E, totaling $18,658,032.28

2. Minutes. Regular Meeting Minutes for (a) July 15, 2025, (b) April 4, 2023; (c) Special Meeting for July 29, 2025 (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. Designation of League of California Cities Voting Delegates. Designate Council Member Comstock as the Voting Delegate, Council Member Lucio as the 2nd Voting Delegate, and Council Member Flores as the 3rd Voting Delegate for the 2025 League of California Cities Annual Conference and Expo.

5. Lewis Companies Development Agreement Annual Compliance Certification for July 1, 2024 - June 30, 2025. Certify that Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC are in compliance with the requirements of the Amended and Restated Development Agreement; approve the Certificate of Compliance.

6. Ordinance No. 2025-005 Second Reading - CFD 2003-3. Adoption of Ordinance No. 2025-005 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2003-3 Improvement Area 12.

   ORDINANCE NO. 2025-005 - ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 12 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 12 OF THE DISTRICT

7. Adoption of Resolution No. 2025-054 authorizing approval of Opioid Settlement Agreements with Pharmacy Chains Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. Authorize the City to enter into Settlement Agreements to resolve lawsuits accusing pharmacy chains of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and entry into the related State-Subdivision Agreement.

8. Law Enforcement Services Agreement - Chino Valley Law Enforcement Services Agreement - Chino Valley Unified School District (CVUSD) for School Resource Officers. Approve amendment to renew the Law Enforcement Services Agreement with CVUSD for School Resource Officers effective retroactive to July 1, 2025; increase the current revenue appropriation by $69,167.67 to an adjusted amount of $1,087,072.

9. Construction credit/reimbursement agreement with LS College Park, LLC for the construction of public improvements associated with the College Park Development. Approval of a Construction Credit and Reimbursement Agreement between the City of Chino and LS College Park, LLC, a Delaware limited liability company, for the construction of public improvements associated with the College Park Development.

10. Assumption and Partial Assignment of Development Agreement by and among the City of Chino, Chino Development Corporation, and Block 11 Builders (Tract Map No. 16420-6). Approve an Assumption and Partial Assignment of Development Agreement by and among the City of Chino, Chino Development Corporation, and Block 11 Builders (Tract Map No. 16420-6).

11. Professional Services Agreement - Green Badge, LLC dba UgMO Technologies for Wireless Digital Soil Moisture Sensing System Monitoring and Maintenance Services. Award a Professional Services Agreement to Green Badge, LLC dba UgMO Technologies for Wireless Digital Soil Moisture System Monitoring and Maintenance Services in the amount of $167,212.

12. Amendment No. 1 to Professional Services Agreement with Calgon Carbon Corporation for as-needed Granular Activated Carbon (GAC) removal and reactivation services. Approve Amendment No. 1 to the Professional Services Agreement for as-needed Granular Activated Carbon (GAC) removal and replacement services with Calgon Carbon Corporation in the amount of $350,000, for a total annual amount of $500,000.

13. Notice of Completion for the Kimball Avenue Preserve Improvements Project (ST232) with C.P. Construction Co., Inc. Accept the Kimball Avenue Preserve Improvements Project (ST232) with C.P. Construction Co, Inc. as complete. Authorize the Director of Public Works to file the Notice of Completion and authorize the release of retention funds after the 35-day lien period.

PUBLIC HEARING

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.

14. Comprehensive General Plan Update. Comprehensive General Plan Update PL23-0128 (General Plan Amendment) and PL23-0129 (Zone Map Change).

Staff Report By: Michael Hitz, Principal Planner and Andrew Hill, Dyett and Bhatia

RECOMMENDATION: 1) Conduct a Public Hearing; 2) Adopt Resolution No. 2025-055, certifying the City of Chino 2045 General Plan Update Environmental Impact Report (EIR), adopt the Mitigation Monitoring and Reporting Program (MMRP), adopt the Environmental Findings of Fact and Statement of Overriding Considerations related to air quality, greenhouse gas emissions, historic resources, and transportation; 3) Adopt Resolution No. 2025-056, adopting the 2045 General Plan (PL23-0128 General Plan Amendment), and repeal the 2025 General Plan (excluding the adopted 2021-2029 Housing Element), the Majestic Spectrum Specific Plan, Eucalyptus Business Park Specific Plan and Central Avenue Specific Plan based on the findings listed in Resolution 2025-056; and 4) Approve the introduction of Ordinance No. 2025-006 (PL23-0129 (Zone Change)) for targeted zoning map amendments that propose to better align zoning with as built uses and market potential for the respective sites, to be read by number and title only, and waive further reading of the Ordinance.

ORDINANCE NO. 2025-006 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING ZONE CHANGE (PL23-0129) AMENDING ORDINANCE NO. 2010-06, WHICH ESTABLISHED THE ZONING MAP, BY CHANGING THE DESIGNATION OF THE 81 PROPERTIES IDENTIFIED HEREIN

NEW BUSINESS

15. Option to Ground Lease Orange County Flood Control District Property. Approve Option and Ground Lease Agreements with Orange County Flood Control District.

    Staff Report By: Warren Morelion, AICP, Director of Development Services and Fred Galante, City Attorney

    RECOMMENDATION: That the City Council Approve the Option Agreement with Orange County Flood Control District and form Ground Lease for a 65-year lease of open space land for recreational and open space uses.

16. Award of Contract – City Owned Building Restoration Project – 5210 D Street. Award a construction contract to Oak Hollow Restoration, Inc., Norco, CA for the Project IB259 in the amount of $466,007, including $46,600 for project construction contingencies, for a not-to-exceed amount of $512,607.

    Staff Report By: Andrea Bauer, Assistant Parks and Facilities Manager

    RECOMMENDATION: 1) Approve the rejection of the non-responsive bid received from Estate Design & Construction; 2) award a construction contract to Oak Hollow Restoration, Inc. for the Project (IB259) in the amount of $466,007; 3) authorize expenditures of up to $46,600 for project construction contingencies, for a potential not-to-exceed contract amount of $512,607; 4) appropriate $362,607 to the Building Management Fund with a year-end transfer from the General Fund balance; and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

17. Award a Construction Contract to R2Build for the Well 16 Upgrades Project (WA234). Appropriate $974,707 from the Water Fund (520) Reserves; and award a construction contract to R2Build for the Well 16 Upgrades Project (WA234) for $967,000. Authorize up to $96,700 (10% of the contract amount) for construction contingencies.

    Staff Report By: Natalie Avila, Associate Engineer

    RECOMMENDATION: 1) Appropriate $774,707 from the Water Fund (Fund 520) and $200,000 from The Preserve Water Source, Storage and Distribution Development Impact Fee (Fund 261) for the Well 16 Upgrades Project (WA234), for a total project additional appropriation of $974,707 ; 2) approve the plans and specifications for construction as approved by the Director of Public Works; 3) approve the rejection of the non-responsive bid received from Estate Design & Construction; 4) award a construction contract to R2Build for the Well 16 Upgrades Project (WA234) for $967,000; 5) authorize up to $96,700 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

Mayor Pro Tem Burton

18. Community Support Fund – Mayor Pro Tem Burton. Approve community support fund contributions to Food for Life Ministry and St. Margaret Mary Car Show.

Staff Report By: Mayor Pro Tem Curtis Burton

RECOMMENDATION: Approve community support fund contributions of $650 to Food for Life Ministry and $250 to the St. Margaret Mary School Car Show.

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, September 16, 2025 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, August 28, 2025 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: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

National Childhood Obesity Awareness Month

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Commitment to Our Community
- Public Service Excellence through Internal and External Partnerships

CHINO

Proclamation

WHEREAS, *September 2025 marks the 15th Annual National Childhood Obesity Awareness Month; and*

WHEREAS, *the City of Chino, along with its community partners, Chino Valley Unified School District, Chino Valley YMCA, and Focus on Youth Collaborative work to prioritize the health and well-being of Chino's children by supporting programs, such as Healthy Chino, Healthy Chino Kids, Healthy Family Day, and Chino Valley Unified School District Health Center; and*

WHEREAS, *the City of Chino works in conjunction with youth sports leagues to provide space for physical activities and team sports for children in the community; and*

WHEREAS, *obese children are more likely to become obese adults and are more at risk for associated adult chronic diseases, including high blood pressure, heart disease, Type 2 Diabetes, and stroke; and*

WHEREAS, *participating in physical activity is important for children and teens as it can have beneficial effects; not only on body weight, but also on blood pressure, bone strength, and mental well-being; and*

WHEREAS, *proper nutrition is important for youth as it impacts their physical and mental health, body weight, and is important in the prevention of chronic diseases; and*

WHEREAS, *childhood obesity is preventable yet does not appear to be declining.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *do hereby proclaim the month of September 2025 as:*

"NATIONAL CHILDHOOD OBESITY AWARENESS MONTH"

and urge all residents to take advantage of the programs and services that are available in the City of Chino.

PRESENTED THIS 2ND DAY OF SEPTEMBER 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

Nzgonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO
INCORPORATED 1910
WHERE EVERYTHING GROWS

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Suicide Prevention Awareness Month

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Commitment to our Community
- Public Service Excellence through Internal and External Partnerships

CHINO Proclamation

WHEREAS, *on behalf of the citizens of Chino, we recognize the month of September 2025, as Suicide Prevention Awareness Month, shedding light on those suffering with depression or other mental or behavioral health issues; and*

WHEREAS, *the health and well-being of all our citizens is of the utmost importance; and*

WHEREAS, *the City of Chino, San Bernardino County Department of Behavioral Health, and Chino Valley Unified School District (CVUSD) recognize suicide is a human tragedy that transcends socioeconomic status, age, gender, and ethnicity; and*

WHEREAS, *suicide is one of the leading causes of death in the United States. More than 49,000 people died by suicide in 2023. That is 1 death every 11 minutes, 12.8 million adults seriously thought about suicide, 3.7 million adults made a plan, and 1.5 million adults attempted suicide; and*

WHEREAS, *suicide has an everlasting impact on the survivors who are left to process the loss of their loved one and who are at the increased risk of suicide themselves; and*

WHEREAS, *suicide is preventable through increased knowledge about warning signs, timely intervention, and by limiting access to lethal means for those at risk; and*

WHEREAS, *suicide prevention efforts should be developed and encouraged to the maximum extent possible, and the City of Chino offers mental health services to youth, adults, and families.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *do hereby proclaim September 2025 as:*

"SUICIDE PREVENTION AWARENESS MONTH"

in the City of Chino and urge all citizens to continue to work to prevent suicide and to take action, know the signs, reach out, and know there is help and hope.

PRESENTED THIS 2ND DAY OF SEPTEMBER 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

Natalie Gonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO — WHERE EVERYTHING GROWS — INCORPORATED 1910

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Don Lugo High School FFA Team

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Business of the Month.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

West Valley Mosquito & Vector Control District (WVMVCD) Presentation

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

External Agency Report for September 2, 2025.

RECOMMENDATION

Receive and file the External Agency Report for September 2, 2025 (Covering Meetings from June 1 to June 30, 2025).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

BACKGROUND

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

ISSUES/ANALYSIS

The attached Monthly Agency Report for September 2, 2025, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may impact or be of interest to the City of Chino, its residents, and its businesses. The report covers meetings that took place from June 1 to June 30, 2025.

CITY OF CHINO
MONTHLY AGENCY REPORTS
SEPTEMBER 2, 2025 - Covering meetings from June 1 – June 30, 2025

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

ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE JOINT POWERS AUTHORITY
Council Representative: Curtis Burton | Staff Report by: Rogelio Huerta

Meeting Date: June 3, 2025

The following items were discussed and approved during the Animal Resource Center of the Inland Empire (ARC) Board meeting held on June 3, 2025:

Official Board Seal Ordinance

- The Board of Directors adopted an ordinance establishing an official seal for the ARC.
- The ordinance includes penalties for any unauthorized use of this new official seal.

Construction Contract Change Orders

- The Board authorized the Executive Director to execute Change Orders No. 3 and No. 4 to the construction contract with JRH Construction Company, Inc.
- These change orders, totaling $827,020, increase the contract's not-to-exceed amount to $4,733,642.

Fiscal Year 2025-26 Fee Schedule

- The Board adopted a resolution to approve the proposed fee schedule for the upcoming Fiscal Year 2025-26.
- This resolution sets the service-related fees for all Joint Powers Agreement (JPA) member agencies.

New Veterinarian Position and Employee Benefits

- The Board approved an authorized benefit package for all ARC employees.
- The Board also approved the addition of a veterinarian position to the ARC's authorized position list.

Next anticipated meeting date: July 1, 2025

CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE
Council Representative: Marc Lucio| Staff Report By: Silvia Avalos

Meeting Date: June 23, 2025

Balance Sheet and Income Statement through March 31, 2025
The Community Center's operating net income is $64,859, and total capital is $345,502. The committee discussed electricity costs, especially since the campus has solar panels. Staff will investigate the impact of the

solar panels on the cost of electricity for the Center and report at the next meeting.

Budget 2025-2026
The adopted budget for the Community Center will be presented at the September meeting. The college is waiting for information on a salary increase from the State. The budget will also reflect service for monthly and quarterly deep cleaning of the Community Center courtyard. Courtyard rentals would be increased from $500 to $675 per event to cover the cost, which is estimated to be $6,000 – $7,600 annually. It was agreed that for the time being, a service may be provided to cover immediate needs in July, August, and September. The cost, which is estimated at $2,000 total for the three months, would be absorbed by the existing community center budget.

Temporary Assistant Position Update
A Student Worker On-Call/Emergency support position was approved. This student will be a Chaffey College student in the hospitality program who will work approximately 15 hours per week, on-call, in case the Event Coordinator and Event Assistant are unable to report to work during an event. The Chino Campus Dean would also report to the event to assist the student. The student worker will start this coming fall.

Event Coordinator Contract
The contract compensation was increased by 3.24% for the upcoming fiscal year. Additionally, the levels of annual revenue that need to be reached for an incentive to be earned were increased by $25K each. The Event Coordinator contract was approved with an edit to Section "2.0 Term" to add a one-year option to renew, contingent upon satisfactory performance evaluation after year one.

Event Assistant Contract
The contract compensation was increased by 3.24% for the upcoming fiscal year, in addition to an increase in maximum hours. The Event Assistant contract was approved with an edit to Section "2.0 Term" to add a one-year option to renew, contingent upon satisfactory performance evaluation at the conclusion of year one.

Upcoming Fiscal Year Meeting Schedule
Meetings will be held at 2:00 p.m. on the following dates: 9/16/2025, 12/16/2025, 3/17/2026, 6/16/2026.

Next anticipated meeting date: September 16, 2025

CHINO VALLEY CHAMBER OF COMMERCE

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

Meeting Date: June 10, 2025

No current items to report.

Next anticipated meeting date: July 15, 2025

CHINO BASIN DESALTER AUTHORITY

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

Meeting Date: June 24, 2025

Water Delivery

The Chino Basin Desalter Authority (CDA) reported that 504 acre-feet of water was delivered to the City of Chino in May.

TAC Recommendations

The CDA Technical Advisory Committee (TAC) recommended the following, which the CDA approved:

- Professional Services agreement with Carollo Engineers for the design of the Seed Wash System and Associated Facilities Project (Seed System), in an amount not to exceed $175,000. The Seed System is intended to treat the brine concentrate generated by the reverse osmosis (RO) membranes at the Chino II Desalter. It helps maintain a consistent volume of seed material, which is critical to the efficiency and effectiveness of the RO treatment process. Funding for the project design is included in the FY 25/26 Capital Improvement Program (CIP) budget.

Next anticipated meeting date: July 22, 2025

CHINO BASIN WATERMASTER

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

Meeting Date: June 26, 2025

Business Items

Turner Basins 5-10 Project Description and Initial Concept Plan

The meeting focused on the potential development of Basins 3, 4, A, B, and C in San Bernardino County, which are currently used for water recharge. The county has deemed these facilities non-essential for flood control, prompting discussions on their development. The speaker emphasized the importance of these basins for receiving imported, stormwater, and recycled water, and expressed concerns about their potential loss. The basins have historically recharged significant amounts of water, and losing them could impact safety. The meeting concluded with a unanimous decision to approve the preparation of an initial concept plan within the existing budget.

Selection of Firm to Perform Peer Review of the 2025 Safe Yield Reevaluation Final Report

The main item of discussion on the board agenda was the engagement of SS Papadopoulos for a peer review of the 2025 state field evaluation results. The board had previously directed this action in April. The process involved developing a scope of work, soliciting proposals from pre-qualified firms, and conducting independent reviews and interviews. SS Papadopoulos was recommended due to their expertise and ability to meet accelerated timelines. The contract amount is $95,628. The board discussed the strengths of the firm, including its experience with USGS and Modflow version six. The board unanimously approved the motion to engage SS Papadopoulos and authorized the general manager to sign the contract. Bi-weekly meetings and monthly updates to the board are planned, with a draft report expected in September and a final report in October.

Optimum Basin Management Program (OBMP) Economic Study Request (Information Only)
The meeting focused on the request for an economic analysis related to the Peace Agreement renewal of the meet-and-confer talks, similar to a 2007 study by Dr. David Sunding. The request was made by members of the Appropriative Pool. The study would consider assessments of stored water in the Chino Basin, Desalter Replenishment Obligations, and a reduction in Safe Yield.

Next anticipated meeting date: July 24, 2025

CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS

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

Meeting Date: June 12, 2025

The Board cancelled its regularly scheduled June 11, 2025, Board meeting and held a Special Meeting on June 12, 2025.

CALFIRE Fire Hazard Severity Zone Map
The Board conducted a public hearing and the second reading of Ordinance No. 2025-01, adopting the California Department of Forestry and Fire Protection (CAL FIRE) Local Responsibility Area Fire Hazard Severity Zones. The ordinance was adopted 5-0 and is effective September 1, 2025. With the new CalFire Fire Hazard Severity Zone Map, some areas in the southern part of Chino, including parts of The Preserve and Prado Dam, have been classified as Very High, High, or Moderate fire hazard severity zones. The map also significantly expands the zones in Chino Hills.

CVFD Fiscal Year 2025-26 (FY26) Budget
The Board approved Resolution No. 2025-11, adopting the 2025-26 Original Budget for the District. The FY26 budget provides a balanced budget, with an operating surplus of $1,060,000. It includes $63.4 million in revenues and $62.3 million in expenditures. Property tax-related revenues are forecast to be 4.2% higher than estimated actuals for FY25. Expenditures are anticipated to decrease by 3% over FY25 budgeted amounts due to substantial capital expenses in the FY25 budget.

As of June 30, 2026, the total Fund balance is projected at $64 million, with roughly $42.2 million in unrestricted funds and $12.1 million in restricted funds composed of the Section 115 Retirement Trust, exclusively available for the funding of pension obligations, and an additional $9.4 million restricted for the construction of Station 68. The projected balance in the unrestricted fund balance on June 30, 2026, represents approximately 67% of budgeted FY26 expenditures. The Emergency Contingency portion of the Committed Fund balance is projected at $10.4 million, and $21.8 million in the projected Unassigned Fund balance on June 30, 2026.

Notable items in the budget include the following:

- *New Chino Hills Fire Station (Station No. 68)* - Once construction is complete and the station is certified for occupancy, the district will own and operate the facility, also assuming ongoing responsibility for staffing, operating, and maintaining the new fire station. The new station is projected to be operational 18 months after the beginning of construction. Provision for the ongoing Station No. 68 projected operating costs has been included in the Long-Range Financial Plan in this budget.

- *San Bernardino County CONFIRE JPA for Ambulance Transport Services* - The budget notes that while San Bernardino County awarded the ambulance transport services contract to CONFIRE JPA, which provides for the CVFD to provide ambulance transport in the CVFD area, implementation is currently on hold due to a court injunction. It notes that the district already owns and maintains fully equipped ambulances to implement the contract if the JPA is authorized to proceed.

Next anticipated meeting date: July 9, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Council Representative: Curtis Burton | Staff Report By: Vivian Castro

Meeting Date: June 5, 2025

Action Items

FY 2025-26 Budget – The Board opened the hearing regarding the FY 2025-26 budget. There were no speakers and no action on the item.

Consent Calendar (approved 5-0)

Multi-Track Schools – The Board adopted the following:

- Resolution 2024/25-76 to maintain 175 days of instruction for schools on a multi-track calendar.
- Attendance calendars for the 2026/27, 2027/28, and 2028/29 school years for multitrack year-round schools.

Meeting Date: June 18, 2025 – The minutes for this meeting are not yet available as of 8/6/25.

Next anticipated meeting date: July 17, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE
Council Representative: Karen Comstock | Staff Report By: Silvia Avalos

No meeting during this reporting period.

Next anticipated meeting date: September 3, 2025

CITIZEN'S COMMITTEE FOR CIM & CIW
Council Representative: Marc Lucio | Staff Report By: Aaron Kelliher

Meeting Date: June 10, 2025

CIM Mental Health Facility

CIM provided an update regarding their progress on the 50-bed mental health facility, which is anticipated to be completed this year. The facility will provide acute emergency psychological services to all levels of inmates throughout the state. The facility is being constructed within the confines of the closed facility "D" yard and

will have a secured internal perimeter with its own fencing. CIM also provided an update on their educational programs with a focus on the recently completed Cal State LA Campus, offering a bachelor's degree in liberal studies. CIM staff shared that they are also focusing on cleaning up vegetation issues on the facility.

CIW

CIW provided an update on their operations, noting they are undergoing a healthcare accreditation process, and undertaking walkway and access improvements for those inmates with disabilities. The prison has installed Narcan dispensers in all housing units that are accessible to all inmates. A special meal was served to inmates on the 4th of July. CIW is accepting donations for used bikes to be repaired and donated back to the community. The total population of CIW is approximately 1,202 inmates.

Next anticipated meeting date: August 12, 2025

INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE

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

Meeting Date: June 5, 2025

Technical Advisory Committee (TAC) Update

Ron Craig of the Technical Advisory Committee provided a report of recent activities to the Inland Empire Utilities Agency (IEUA) Sewer Policy Committee. Key topics included a presentation by staff on pretreatment and compliance issues, highlighting toxicity concerns being addressed with member agencies. Mr. Craig highlighted that there was considerable discussion on action items B and C, noted below. The TAC came to a consensus to recommend that the items go forward.

Action Items

B. *Recommended the IEUA Board of Directors adopt the Fiscal Year 2025/26 – Fiscal Year 2034/35 Ten-Year Sewer Capital Forecast* - A presentation was provided. After significant Board discussion on the item, no clear consensus was reached. There was a motion to move to a vote; it was seconded, but the item failed to pass by a 4-3 vote. The item did not move forward with a recommendation.

C. *Recommended the IEUA Board of Directors adopt the Fiscal Years 2025/26 and 2026/27 Proposed Biennial Budget for Regional Wastewater Programs* - There was Board discussion after a presentation was provided. There was a motion to move the item, but it was not seconded. The item did not move forward with a recommendation.

Next anticipated meeting date: July 3, 2025

LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION

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

Meeting Date: June 30, 2025

The League of California Cities held its annual Joint Meeting of the Inland Empire, Desert Mountain, and Riverside Divisions. The presentation topic was Proposition 36, a statewide voter-approved initiative aimed at increasing penalties for repeat theft and drug offenses. Speakers on the topic included the Riverside County District Attorney, San Bernardino County Assistant District Attorney, Riverside Police Chief, and Chino's Chief of Police, Kevin Mensen. The proposition's impacts on retail theft and funding needs for implementation were discussed. Mayor Ulloa and Council Members Comstock and Flores attended the meeting.

Next anticipated meeting date: TBD

OMNITRANS BOARD OF DIRECTORS

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

Meeting Date: June 4, 2025

Fiscal Year (FY) 2026 Management Plan

The Board adopted the Management Plan, which defines the agency's high-level goals based on a 5-year Strategic Plan. The high-level goals in the Management Plan include Safe & Secure Operations, Customer Experience, Operational & Workforce Development, Finance, Long-Range Planning, and Community Engagement. The Board also adopted the FY 2026 Marketing Plan. The Marketing Plan identifies the marketing strategies the organization will use to meet its goals. These goals include Build Ridership, Elevate Customer Experience, Targeted Community Engagement, and Strengthen Partnerships.

Next anticipated meeting date: July 2, 2025

ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA) INTER-AGENCY COLLABORATIVE (ROUNDTABLE)

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

No meeting during this reporting period.

Next anticipated meeting date: TBD

SAN BERNARDINO COUNTY BOARD OF SUPERVISORS

Staff Report By: Rogelio Huerta

Meeting Date: June 10, 2025

The following items relevant to the Fourth District were approved during the June 10 Board of Supervisors meeting:

Chino Airport Driveway Improvements: The Board approved a contract for infrastructure upgrades at Chino Airport. This project will include new driveway access, moving fences, and repaving and restriping the south parking lot using Fourth District discretionary funds.

Prado Regional Park Event Permit: A permit was approved for Skyline Production Group LLC to host a Country Campout Event at Prado Regional Park from July 16 to July 21, 2025. This event is expected to generate at least $28,535.96 in revenue for the County.

Prado Regional Park Capital Improvement Project: As part of a larger Capital Improvement Projects initiative, the Board approved $324,000 for the Irrigation Well Project at Prado Regional Park.

Meeting Date: June 18, 2025

Prado Regional Park - During the June 18, 2025, meeting of the Board of Supervisors, they approved an $850,000 grant from the U.S. Department of Housing and Urban Development. This funding will be used to construct new restrooms and showers at the tent campground in Prado Regional Park.

Next anticipated meeting date: August 8, 2025

SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE

Council Representative: Christopher Flores | Staff Report by: Xochitl Huerta

No meeting during this reporting period.

Next anticipated meeting date: October 15, 2025

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) BOARD OF DIRECTORS

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

Meeting Date: June 4, 2025

Consent Calendar

The Board approved the following items on the Consent Calendar:

Smart Corridor Awards – The Board approved awards for the Smart Corridor Investment in the San Bernardino Valley. Among these awards, the City of Chino partnered with the City of Montclair on funding technology and signal timing improvements along the Central Avenue corridor north of Philadelphia Avenue.

Fiscal Year (FY) 2025-2026 Budget – The approved budget includes an estimated revenue total of $1,008,495,818, appropriations of $1,283,877,089, a carryover balance of $278,989,359, and transfers of $113,304,818.

Executive Director Contract – The employment contract with the new Executive Director, Carolyn Schindler, which becomes effective August 9, was approved.

Board Elections - The Board elected a new Board President and Vice President. The new President is Rick Denison, Council Member from the Town of Apple Valley. The new Vice President is Joe Baca, Jr., Supervisor from the County of San Bernardino.

Next anticipated meeting date: July 2, 2025

SBCTA – CITY SELECTION COMMITTEE

Council Representative: Eunice Ulloa | Staff Report by: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY

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

No meeting during this reporting period.

Next anticipated meeting date: TBD

SANTA ANA WATERSHED ADVISORY COUNCIL

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

Meeting Date: June 3, 2025

No current items to report.

Next anticipated meeting date: July 1, 2025

WATER FACILITIES AUTHORITY BOARD OF DIRECTORS

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

No meeting during this reporting period.

Next anticipated meeting date: July 17, 2025

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Council Representative: Christopher Flores | Staff Report by: Vivian Castro

Meeting Date: June 24, 2025

Assessments - The board held a hearing and approved Resolution No. 2025-03, Approving the Engineer's Reports, Confirming the Assessment Diagram and Assessment and Ordering the Continuation of Assessments for Fiscal Year 2025-26 for the West Valley Mosquito and Vector Control District, Vector Control Assessment

(Assessment No. 1), and for the Mosquito, Vector and Disease Control Assessment (Assessment No. 2). On May 27, 2025, the board adopted Resolution No. 2025-02 to continue to levy and collect assessments for FY2025-26, preliminarily approving the Engineer's Reports, and providing for notice of hearing on June 24, 2025.

The assessments fund mosquito, vector, and disease control services directly provided to properties in the assessment area. Assessment No. 1 is designated as the "West Valley Mosquito and Vector Control District, Vector Control Assessment," and is primarily described as encompassing the cities of Chino, Chino Hills, and the southern portions of the cities of Ontario and Montclair.

Assessment No. 2 has been designated the "West Valley Mosquito and Vector Control District, Mosquito, Vector and Disease Control Assessment" ("Assessment No. 2"), and is primarily described as encompassing the City of Rancho Cucamonga and the northern portions of the cities of Ontario and Montclair, as well as the City of Upland, the unincorporated area north of Upland known as San Antonio Heights, and the unincorporated area north of the City of Rancho Cucamonga and south of the Angeles National Forest.

Assessment No. 1 for FY 2025-26 was continued at the following rates: Zone A at $15.75 per unit for residential parcels, and $26.26 per parcel for all other parcel types; and Zone B at $21.86 per unit for residential parcels, and $36.44 per parcel for all other parcel types.

Assessment No. 2 for FY 2025-26 was continued at the rate of $15.75 per single-family equivalent benefit unit. The estimated cost and budget in the Engineer's Report proposed assessments for FY 2025-26 at the rate of $15.75 per SFE unit, a 3% increase over the prior year assessment rate, and less than the maximum authorized assessment rate of $16.83.

Fiscal Year 2025-26 Budget – The board approved the FY 2025-26 Budget for the district, including pay scale adjustments. The adopted $4,277,610 budget is an increase of 3.94% over the FY 2024-25 budget, and reflects the following:

- An increase of 3% in benefit assessment and an increase in the number of homes in the district
- 2% COLA for staff and added 2 full-time positions
- Unfunded liability increase
- Contractual percentage increases for deferred compensation
- Anticipated inflation increases
- Reduction due to diminished expectation of utilizing helicopter treatments
- Reduction due to historical use not reaching the budget allocation
- Reduction from FY '22 – '23 when Southern California gas prices hit a 20-year peak

Staff Reports – The board received the Field Operations Reports, Vector Disease and Surveillance Reports, IT/Community Outreach Activities Report, and the Administrative Report.

Best Management Practice (BMPs) Guidelines for Feral/Community Cats in Cities with Flea-Borne Typhus – In response to the increase in human cases of flea-borne typhus in San Bernardino County, and to minimize the inherent public health risks associated with releasing sterilized cats that may carry typhus within the WVMVCD's jurisdiction, staff provided BMPs for feral cats as previously requested by the board.

Next anticipated meeting date: August 26, 2025

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 776939 to 7771995, and Electronic Fund Transfers 524717E to 524978E, totaling $18,658,032.28.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 24-25 and 25-26 Adopted Budgets.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	776939 – 777146*	07/02/25	24-25	$36,283.39
2.	7771470 – 7771503	07/10/25	25-26	$2,216,649.16
3.	7771504 – 7771627	07/10/25	24-25	$1,242,484.99
4.	7771628 – 7771672	07/17/25	24-25	$1,372,122.90
5.	7771673 – 7771723	07/17/25	25-26	$463,566.65
6.	7771724 – 7771772	07/24/25	25-26	$1,359,612.22
7.	7771773 – 7771824	07/24/25	24-25	$443,466.20
8.	7771825 – 7771867	07/31/25	25-26	$46,807.68
9.	7771868 – 7771901	07/31/25	24-25	$838,736.80
10.	7771902 – 7771921	08/07/25	24-25	$369,187.90
11.	7771922 – 7771995	08/07/25	25-26	$489,490.85
12.	524717E – 524795E	07/11/25	24-25	$1,398,401.24
13.	524796E	07/10/25	25-26	$165.85
14.	524797E – 524831E	07/18/25	24-25	$305,333.53
15.	524832E – 524842E	07/18/25	25-26	$1,723,258.59
16.	524843E – 524859E	07/25/25	24-25	$480,617.12
17.	524860E – 524886E	07/25/25	25-26	$279,884.03
18.	524887E – 524923E	08/01/25	24-25	$396,419.87
19.	524924E	07/31/25	25-26	$21,755.25
20.	524925E – 524929E	07/31/25	25-26	$20,123.08
21.	524930E – 524949E	08/08/25	24-25	$1,974,105.53
22.	524950E – 524978E	08/08/25	25-26	$3,179,559.45
TOTAL				**$18,658,032.28**

*Check numbers now 7-digit

E: Electronic Fund Transfers

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
07/10/25	7771472	AON RISK INSURANCE SERVICES	RENEWAL OF INSURANCE FY 25-26	$2,067,938.61
	7771481	INLAND EMPIRE ESCROW	HOME IMPROVEMENT LOAN PROGRAM	$86,125.00
	7771519	BIGGS CARDOSA ASSOCIATES, INC.	EUCLID BRIDGE DESIGN SERVICES	$117,872.00
	7771540	DAVE BANG ASSOCIATES INC.	55 GALLON TRASH CANS & BONNET	$59,874.59
	7771547	WARREN ANDERSON FORD	2025 FORD MAVERICK TRUCKS	$128,099.76
	7771568	M K SMITH CHEVROLET	FLEET CHEVROLET PARTS & SERVICE	$90,857.45
	7771608	SO CAL EDISON CO	SERVICE PERIOD: 06/02-06/30	$270,745.48
	7771625	WESTERN SYSTEMS, INC	TRAFFIC SIGNAL BATTERY PARTS	$68,177.51
07/11/25	524751	HERITAGE DESIGN BUILD & CONSULTING	LLMD STREET LIGHT MAINTENANCE	$84,644.27
	524756	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	$279,005.08
	524757	HUMANE SOCIETY OF POMONA VALLEY	ANIMAL CONTROL SERVICES	$62,369.00
	524762	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	$73,845.00
	524789	WATER FACILITIES AUTHORITY	IMPORTED WATER PURCHASE	$551,346.36
07/17/25	7771637	DYETT & BHATIA, URBAN & REGIONAL PLANNERS	GENERAL PLAN UPDATE	$50,523.84
	7771642	GENERAL PUMP CO., INC.	WELL 16 REPAIR	$73,526.18
	7771658	CITY OF ONTARIO	ANIMAL RESOURCE CENTER	$887,122.50
	7771671	WASTE MANAGEMENT	COLLECTION SERVICES	$96,301.77
	7771676	AON RISK INSURANCE SERVICES WEST. INC	INSURANCE-CYBER LIABILITY	$318,349.50
07/18/25	524822	MERCHANTS LANDSCAPE SERVICES INC	LANDSCAPE MAINTENANCE	$56,974.02
	524830	US BANK CORPORATE PAYMENT SYS	P-CARD STATEMENT	$60,409.35
	524834	CHINO BASIN DESALTER AUTHORITY	WATER PURCHASES	$1,689,008.00
07/24/25	7771729	AXON ENTERPRISE INC	YR4-ON-OFFICER VIDEO SYSTEM	$263,922.16
	7771743	FLOCK GROUP INC.	ADVANTAGE PACKAGE	$224,500.00
	7771752	MOTOROLA SOLUTIONS, INC.	HANDHELD/VEHICLE	$745,279.34
	7771782	BIGGS CARDOSA ASSOCIATES, INC.	EUCLID BRIDGE DESIGN SERVICES	$62,743.55
	7771802	J & S STRIPING CO INC	STREET STRIPING	$70,089.83

07/25/25	524843	ACT 1 CONSTRUCTION, INC.	AYALA PARK SOFTBALL FIELD	$197,323.83
	524851	GLASS BOX TECHNOLOGY, INC.	CCTV	$120,935.41
	524855	HUMANE SOCIETY OF POMONA VALLEY	ANIMAL CONTROL SERVICES	$60,361.83
	524871	HARDY & HARPER INC	STREET REHAB	$209,439.46
07/31/25	7771873	C P CONSTRUCTION CO INC	KIMBALL AVE IMPROVEMENTS- PRESERVE	$118,169.47
	7771899	WASTE MANAGEMENT	COLLECTION SERVICES	$564,275.21
08/07/25	7771903	SAMSON MONTE, BRANDON MEI, HUGO MUNOZ	TRAFFIC SIGNALS	$94,981.98
	7771906	DYETT & BHATIA, URBAN & REGIONAL PLANNERS	GENERAL PLAN UPDATE	$85,397.76
	7771986	SO CAL EDISON CO	SERVICE PERIOD: 06/26-07/31	$311,886.47
08/08/25	524932	CALGON CARBON CORPORATION	CALGON TREATMENT	$55,976.00
	524935	FISHER SCIENTIFIC CO LLC	CITY CONSIDERATION 04/01-06/30	$598,440.90
	524939	INLAND EMPIRE UTILITIES AGENCY	RECLAIMABLE WASTEWATER	$1,046,757.48
	524942	MODEL 1 COMMERCIAL VEHICLES, INC.	CITY CONSIDERATION 04/01-06/30	$162,286.30
	524963	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	$3,129,637.00
			TOTAL	**$15,295,519.25**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CHINO SENIOR CENTER
13170 CENTRAL AVENUE
CHINO, CA 91710

TUESDAY, JULY 15, 2025

MINUTES

CLOSED SESSION – 4:30 PM
OPEN SESSION – 6:00 PM

CALL TO ORDER

The July 15, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 4:32 pm by Mayor Eunice M. Ulloa at the Chino Senior Center.

ROLL CALL

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

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: In re: Purdue Pharma, L.P., et al. (U.S. Bankruptcy Court, Southern Dist. N.Y.; Case No. 19-23649 (SHL))

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9 City of Chino v. Loring Winn Williams, et al. and related cross-complaint (San Bernardino Superior Court Case No. CIVDS 1827623)

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8 Property: Assessor Parcel Nos: 1033-082-04-0000, -09-0000, and -10-0000; 1033-081-06-0000, -07-0000, and -08-0000; 1033091-01-0000; and 1057-211-05-0000 in the City of Chino Agency Negotiator: Linda Reich, City Manager; Negotiating Parties: Orange County Flood Control District; Under Negotiation: Price and terms of potential lease

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police

Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council recessed to Closed Session at 4:34 p.m. and concluded at 6:02 p.m. The City Council reconvened the regular meeting at 6:14 p.m.

FLAG SALUTE

The Chino Police Department Explorer Honor Guard led the Pledge of Allegiance.

CEREMONIALS

Proclamations

Americans with Disabilities Act Awareness Day - Proclaim July 26, 2025 as Americans with Disabilities Act (ADA) Awareness Day in Chino.

Mayor Ulloa read into the record the Proclamation designating July 26, 2025 as Americans with Disability Act (ADA) Awareness Day in Chino. Lisa Almilli, Citywide Accessibility Coordinator, accepted the Proclamation.

Presentations

Don Lugo High School Student Passion Project: Strength, Play, Access, Resilience, Kindness (S.P.A.R.K. Kids) - Recognition of youth volunteers who led the free S.P.A.R.K. passion project.

Mayor Ulloa called up Rachel Phelps, Community Services, Parks & Recreation Coordinator, who presented certificates of recognition to the Don Lugo High School Students Passion Project Volunteers: America Aguayo, Jared Estrada, Lauren Borbon, Celine Wong, Andrew Ruiz, Camila Garcia, Vanessa Torteledo, Alyssa Martinez, Karla Gonzalez, Hellen Chuc, Ady Vazquez, Jocelyn Caballero, and Elvia Cornejo.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for July 2025.

Mayor Ulloa announced the Mayor's Home Beautification Award for July 2025 was awarded to Daniel Yui Mak and Dinh Tuyet Hong of Quiet Woods Street in The Preserve, who were unable to attend the meeting, but ensured staff will deliver the award.

REPORT OUT OF CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: In re: Purdue Pharma, L.P., et al. (U.S. Bankruptcy Court, Southern Dist. N.Y.; Case No. 19-23649 (SHL))

Motioned by Council Member Comstock, seconded by Council Member Lucio, to approve opting in to the settlement agreement against Purdue Pharma, L.P., et., al., and having the funds distributed to the County on behalf of the City of Chino. The motion carried by the following vote:

AYES: LUCIO, FLORES, COMSTOCK, BURTON, ULLOA

NOES: NONE.

ABSENT: NONE.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9 City of Chino v. Loring Winn Williams, et al. and related cross-complaint (San Bernardino Superior Court Case No. CIVDS 1827623)

Motioned by Mayor Pro Tem Burton, seconded by Council Member Comstock, to authorize the filing of an appeal to the court of appeals on the trial court's decision in that matter of CIVDS 1827623. The motion carried by the following vote:

AYES: LUCIO, FLORES, COMSTOCK, BURTON, ULLOA

NOES: NONE.

ABSENT: NONE.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8 Property: Assessor Parcel Nos: 1033-082-04-0000, -09-0000, and -10-0000; 1033-081-06-0000, -07-0000, and -08-0000; 1033091-01-0000; and 1057-211-05-0000 in the City of Chino Agency Negotiator: Linda Reich, City Manager; Negotiating Parties: Orange County Flood Control District; Under Negotiation: Price and terms of potential lease

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

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

City Attorney Fred Galante reported Closed Session will reconvene after the regular meeting for Closed Session Item 4. A report out for the item will be provided at the conclusion of Closed Session.

AGENDA ADDITIONS/REVISIONS

City Manager Reich reported Public Hearing Item No. 14 will be moved after New Business Item No. 20.

INFORMATION

West Valley Mosquito & Vector Control District (WVMVCD) Presentation - Best Management Practice Guidelines for the Feral/Community Cats Flea-Borne Typhus issue from Michelle Brown, Ph.D., District Manager, WVMVCD.

The West Valley Mosquito & Vector Control District presentation was postponed.

External Agency Report for July 15, 2025. Receive and file the External Agency Report for July 15, 2025 (Covering Meetings from May 1 - May 31, 2025).

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa provided the following announcements:

Chino Youth Museum Birthday Bingo Bash is July 21, 2025, at the Chino Fairgrounds.Visit chinoyouthmuseum.com to purchase tickets.

Chino 2045 General Plan Update is available for review until August 22, 2025, at cityofchino.org/GPU.

National Night Out is on Tuesday, August 5, 2025 from 5:00-8:00 p.m. at registered neighborhoods throughout the city. For information call 909-334-3217.

The Council meetings scheduled in the month of August have been cancelled. The next regular City Council meeting will take place on Tuesday, September 2, 2025 at 6:00 p.m.

City Hall will be closed on Monday, September 1, 2025 in observance of Labor Day. City Hall will re-open on Tuesday, September 2, 2025 at its regular operating hours of 7:30 a.m. to 5:30 p.m.

Mayor Ulloa reassured the community of Chino's commitment to fairness, safety, and equal protection for every resident, regardless of immigration status, noting in line with department policy and California law Senate Bill 54, the Chino Police Department does not participate in Federal immigration enforcement or inquire about immigration status.

PUBLIC COMMUNICATIONS

Pastor Joseph Hernandez, Accelerate Church, provided the invocation.

Terri Carver, spoke regarding flea-borne typhus and provided prevention recommendations.

Donna Marchesi, spoke regarding flea-borne typhus and her desire to obtain safe flea treatment information.

Mo Mendoza, thanked the City for the street sweeping signs in her community, and spoke regarding Animal Resource Center concerns.

Frank Ruiz Jr., City of Chino Public Works, spoke in support of a fair and collaborative solution towards a competitive and sustainable compensation.

Andrew Coleman, Teamsters Local 1932 Union Representative, spoke in support of a mutually agreed competitive compensation contract, and read a letter from one of their members requesting good faith negotiations to take place.

Joe Morrison, City of Chino Public Works, spoke in support of a competitive compensation contract.

Luis Schmidt, AFSCME, spoke in support of a mutually agreed competitive contract for AFSCME District Council 36 and Teamsters Local 1932 Professional employee bargaining groups.

Rick Casillas, City of Chino Public Works, spoke in support of a fair negotiated compensation.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 776257 to 776938, and Electronic Fund Transfers 524618E to 524716E, totaling $4,209,983.51.

2. Minutes. Regular Meeting Minutes for July 1, 2025 (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. Report on Priority State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated July 15, 2025; the Tracked State Legislation Report; and Position Letters on Legislation.

5. Citywide Digital Signature Policy Update. Adopt Resolution No. 2025-046 updating the Citywide Digital Signature Policy to align with updated state regulations.

6. Contract Approval - Human Services Programs for residents of Chino Hills. Approve a contract effective retroactive to July 1, 2025, in the amount of $270,029, for the provision of Human Services Programs for residents of Chino Hills for Fiscal Year 2025-26.

7. Master Contracts - Chino Valley Unified School District. Approve Master Contracts with the Chino Valley Unified School District effective retroactive to July 1, 2025, for the provision of community services programs for Fiscal Year 2025-26.

8. Adoption of Ordinance No. 2025-004 (Second Reading), Chapter 3.32 (Purchasing System) of the Chino Municipal Code. Approve adoption of Ordinance No. 2025-004, amending provisions of the Chino Municipal code, Chapter 3.32, relating to the City's Purchasing System for Approval Authority.

   ORDINANCE NO. 2025-004 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO AMENDING PROVISIONS OF THE CHINO MUNICIPAL CODE, AMENDING CHAPTER 3.32 RELATING TO THE CITY'S PURCHASING SYSTEM FOR APPROVAL AUTHORITY

9. Memoranda of Understanding, Compensation, and Salary Adjustments. Approve 1) Resolution No. 2025-039 approving MOU's with various employee groups; 2) Resolution No. 2025-040 to amend the City Classification and Compensation Schedules; and 3) Appropriations in the amount of $1,072,329 to various funds for FY 2025-26.

10. Federal Asset Forfeiture Funds - Police Canine. Establish a Federal Grant Number G4260 and appropriate $24,600 from the fund balance of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Police Canine, including initial training and all necessary equipment.

11. Final Acceptance of Public Improvements for Site Approval PL20-0026 located at 13461 Ramona Avenue. Accept public improvements as complete for PL20-0026 (SA); authorize release of the performance bond and initiate the warranty bond; and authorize the City Manager to execute the necessary documents on behalf of the City.

12. Final Acceptance of the Kimball Avenue Landscape Median and reimbursement for Bickmore Avenue Street Improvements constructed by Richland Ventures, Inc. associated with Parcel Map No. 19756. Final Acceptance of the Kimball Avenue Landscape Median and reimbursement for Bickmore Avenue Street Improvements constructed by Richland Ventures, Inc. associated with Parcel Map No. 19756.

13. 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 12766 Pipeline Avenue within the City of Chino's Sphere of Influence. Adopt Resolution No. 2025-047 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; request approval from LAFCO for sanitary sewer service for the property at 12766 Pipeline Avenue.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to approve the Consent Calendar items 1-13 as presented. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARINGS

Public Hearing Item No. 14 was moved to the end of the agenda after the New Business items.

15. Landscape and Streetlight Maintenance District Assessment for Fiscal Year 2025-26. Conduct the Public Hearing and adopt Resolution No. 2025-042 directing the City Clerk to file a certified copy of the diagram and assessments with the County Auditor/Controller Recorder.

Staff Report By: Keith Martinez, Public Works Services Manager

RECOMMENDATION: 1) Conduct the Public Hearing; 2) adopt Resolution No. 2025-042; and 3) direct the City Clerk to file a certified copy of the diagram and assessments with the County Auditor/Controller Recorder.

Mayor Ulloa opened the public hearing.

Keith Martinez, Public Works Services Manager, provided a presentation 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 Comstock, seconded by Council Member Lucio, to 1) Conduct the Public Hearing; 2) adopt Resolution No. 2025-042; and 3) direct the City Clerk to file a certified copy of the diagram and assessments with the County Auditor/Controller Recorder. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

16. Formation of Improvement Area 12 in Community Facilities District 2003-3. Conduct a Public Hearing; accept tax consultant's report; adoption of resolutions; conduct a special election; and approve the introduction of an Ordinance regarding the formation of Improvement Area 12 in Community Facilities District 2003-3.

Staff Report By: Kim Sao, Director of Finance and Jon White, Urban Futures Inc.

RECOMMENDATION: 1) Conduct a Public Hearing regarding the formation of Improvement Area 12 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2025-043 establishing Improvement Area 12 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election; 4) adopt Resolution No. 2025-044, determining the necessity to incur bonded indebtedness; 5) conduct a special election with the property owners; 6) adopt Resolution No. 2025-045, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2025-005, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

Mayor Ulloa opened the public hearing.

Kim Sao, Director of Finance and Heidi Schoeppe, Webb Municipal Finance, provided a presentation 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 Mayor Pro Tem Burton, to 1) Conduct a Public Hearing regarding the formation of Improvement Area 12 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2025-043 establishing Improvement Area 12 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election 4) adopt Resolution No. 2025-044, determining the necessity to incur bonded indebtedness; 5) conduct a special election with the property owners; The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa noted the Resolutions adopted establish Improvement Area No. 12 within the District, and authorize the levy of special taxes within Improvement Area No. 12 in accordance with the adopted Rate and Method of Apportionment, determine the necessity to incur bonded indebtedness and call an election within Improvement Area No. 12, which election is to be held at this time by the City Clerk.

Mayor Ulloa directed the City Clerk to open the ballots and declare the results of the election.

City Clerk Natalie Gonzaga reported all ballots had been cast in connection with the election for the Improvement Area 12 of the Community Facilities District 2003-3, and stated the election was declared closed. Ms. Gonzaga reported the results of the election were unanimous, with 33 votes in favor of all propositions.

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

ORDINANCE NO. 2025-005 - ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 12 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX

WITHIN IMPROVEMENT AREA NO. 12 OF THE DISTRICT.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to 6) adopt Resolution No. 2025-045, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2025-005, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS - JOINT SESSION OF THE CITY COUNCIL AND CHINO PUBLIC FINANCING AUTHORITY

17. Refunding of Community Facilities District Bonds. Adopt Resolutions authorizing the issuance of Special Tax Refunding Bonds and their corresponding Chino Public Financing Authority Resolution for the 2025 Pooled Community Facilities District Refunding.

Staff Report By: Kim Sao, Director of Finance and Jon White, Urban Futures Inc.

RECOMMENDATION: 1) Adopt Resolution Nos. 2025-050, 2025-051, 2025-052, and 2025-053 authorizing the issuance of the 2025 Special Tax Refunding Bonds; 2) adopt Chino Public Financing Authority Resolution No. FA 2025-001, approving the substantially final forms of the Indenture of Trust, Preliminary Official Statement; Bond Purchase Agreement; and Continuing Disclosure Agreement for the 2025 Pooled CFD Refunding; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

Chair Comstock called the Chino Public Financing Authority to order at 7:03 p.m.

Kim Sao, Director of Finance and Jon White, Urban Futures, Inc. provided a presentation on the item.

Council Member Lucio abstained from the vote due to his residence being in the CFD area.

Mathew McGraw, Chino resident, inquired about the bond payment and if the Crystal Lane Community was included. Ms. Schoeppe confirmed the Crystal Lane community is not part of the current refunding of the four Community Facilities District (CFD), however, clarified that it is part of CFD 2003-2.

Chair Comstock thanked staff for monitoring the bond finances and reducing the bond debt.

Motion by Council Member Comstock, seconded by Mayor Pro Tem Burton, to 1) Adopt Resolution Nos. 2025-050, 2025-051, 2025-052, and 2025-053 authorizing the issuance of the 2025 Special Tax Refunding Bonds; 2) adopt Chino Public Financing Authority Resolution No. FA 2025-001, approving the substantially final forms of the Indenture of Trust, Preliminary Official Statement; Bond Purchase Agreement; and Continuing Disclosure Agreement for the 2025 Pooled CFD Refunding; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: **NONE.**

ABSENT: **NONE.**

ABSTAIN: **LUCIO**

Chair Comstock adjourned the Chino Public Financing Authority at 7:24 p.m.

NEW BUSINESS

18. Issuance of Bonds Community Facilities District 2022-1 (Falloncrest). Adopt Resolution No. 2025-049 for Community Facilities District No. 2022-1 (Falloncrest) approving the issuance of the bonds documents.

Staff Report By: Kim Sao, Director of Finance and Jon White, Urban Futures Inc.

RECOMMENDATION: Adopt Resolution No. 2025-049 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2022-1 (Falloncrest) of the City of Chino (the "District"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents").

Kim Sao, Director of Finance and Jon White, Urban Futures, Inc. provided a presentation on the item.

Motion by Council Member Lucio, seconded by Council Member Comstock, to Adopt Resolution No. 2025-049 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2022-1 (Falloncrest) of the City of Chino (the "District"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents"). The motion carried by the following vote:

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

NOES: **NONE.**

ABSENT: **NONE.**

New Business Item No. 19 was moved to after New Business Item No. 20.

20. Professional Services Agreement - Land Acquisition and Development Program Management Services. Award a Professional Services Agreement with Jones Lang La Salle Americas, Inc. (JLL) for land acquisition and development project management services.

Staff Report By: Jackie Melendez, Assistant City Manager

RECOMMENDATION: Award a Professional Services Agreement with Jones Lang La Salle Americas, Inc. (JLL) for land acquisition and development project management, for up to a four-year term, with a total amount not to exceed $1,320,000 and authorize the City Manager to execute all necessary documents on behalf of the City.

Jackie Melendez, Assistant City Manager, provided a report on the item.

Dan Fenton, Jones Lang La Salle Americas, Inc. (JLL), provided an introduction, noting their firm will develop a strategy that will highlight the unique attributes in the City of Chino.

Linda Zeigler, Chino resident, spoke regarding the San Bernardino County Airport Commission's plan to expand the airport hangers, and encouraged the City to continue to collaborate with San Bernardino County regarding any airport improvements.

Diane Boudreaux, Chino resident, spoke regarding the future plans for this unique property and encouraged the City to seek a partnership with Cal Poly Pomona to help retain the City's agricultural footprint.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to Award a Professional Services Agreement with Jones Lang La Salle Americas, Inc. (JLL) for land acquisition and development project management, for up to a four-year term, with a total amount not to exceed $1,320,000 and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

19. Ability to Serve Letter and Out-of-Boundary Service Agreement for the provision of water and sewer service to the property located at 14901 Monte Vista Avenue, Chino Hills. Approve the issuance of an Ability to Serve Letter to the property located at 14901 Monte Vista Avenue and approve the Out-of-Boundary Service Agreement with the City of Chino Hills.

Staff Report By: Jesus Plasencia, Assistant City Engineer

RECOMMENDATION: 1) Approve the issuance of an Ability to Serve Letter to the property located at 14901 Monte Vista Avenue, Chino Hills, subject to applicable City conditions and requirements; 2) Approve the Out-of-Boundary Service Agreement between the City of Chino and City of Chino Hills for the provision of water and sewer service to the subject property; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

Jesus Plasencia, Assistant City Engineer, provided a presentation on the item.

Mayor Pro Burton inquired if the project required any improvements to the bridge that crosses the creek at Chino Hills parkway, and Mr. Plasencia confirmed the existing pedestrian access is ADA compliant, however, staff identified areas further east that are in need of improvements which would benefit from ADA compliant improvements.

Council Member Comstock noted the purpose of the infrastructure improvements is to enhance pedestrian access through the south area, and expressed the hope is to provide a safer path to cross Chino Hills Parkway. Mr. Plasencia concurred the improvements will enhance safety.

Council Member Lucio inquired if staff received any responses from existing Chino storage facilities objecting to this proposal, and Mr. Plasencia confirmed no letters of opposition were received.

Motion by Council Member Comstock, seconded by Council Member Lucio, to 1) Approve the issuance of an Ability to Serve Letter to the property located at 14901 Monte Vista Avenue, Chino Hills, subject to applicable City conditions and requirements; 2)

Approve the Out-of-Boundary Service Agreement between the City of Chino and City of Chino Hills for the provision of water and sewer service to the subject property; and 3) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

14. Appeal of Planning Commission action approving the Eden Mixed Use Development Project.
Appeal the Planning Commission decision to approve the Eden mixed-use development project.

Staff Report By: Kim Le, Senior Planner and Warren Morelion, AICP, Director of Development Services

RECOMMENDATION: Conduct a Public Hearing; Adopt Resolution No. 2025-048, denying the appeal and thereby upholding the approval of PL22-0074 (Special Conditional Use Permit), PL22-0075 (Site Approval), PL24-0080 (Tentative Tract Map No. 20634), PL24-0081 (Special Conditional Use Permit), based upon the findings and subject to the departmental conditions of approval, as amended by the Planning Commission.

Mayor Ulloa opened the public hearing.

Mayor Ulloa announced five written public comments were received prior to the meeting. This included comments in opposition from Linda Ziegler, Brent Arnold, Pete Cacheiro, and appellant Robert Nigg, and one in support from California Housing Defense Fund (CalHDF).

Mayor Ulloa announced public comments may be limited to 30 minutes, with five individuals requesting to speak, each will be allotted five minutes, and noted to ensure efficiency, attendees are encouraged to designate a spokesperson and avoid repeating comments.

Kim Le, Senior Planner, provided a presentation on the item.

City Attorney Galante reported the City received a 25-page letter from the appellant and stated the City Council cannot consider additional arguments or evidence outside of the appeal, and recommended discussions must remain focused on the content of the appeal itself.

City Attorney Galante discussed the letter, clarified information for the City Council members, and confirmed no information referenced in the appellants letter alters staff's recommendation and there is no legal basis to claim that the Planning Commission erred in its decision or failed to comply with applicable law.

Robert Nigg, appellant, addressed the City Council.

Lynda Flathers, HOA President of Hampshire Village, spoke in opposition of denying the appeal.

Linda Zeigler, Chino resident, spoke in opposition of denying the appeal.

Maria Torres, Joy Street resident, spoke in opposition of denying the appeal.

Jon Shardlow, Orbis Developer, spoke regarding the developer's efforts to work with the City and the Community.

Ashley Kaiser, Crystal Lane and Joy Street resident, spoke in opposition of denying the appeal.

Mathew McGraw, Joy Street resident, spoke in opposition of denying the appeal.

Michael Leeming, Chino resident, spoke in opposition of denying the appeal.

Mike Gutierrez, spoke in opposition of denying the appeal.

Susan Fekete, Chino resident, spoke in opposition of denying the appeal.

Mayor Ulloa provided information on Assembly Bill 130 and Senate Bill 131, which limits local government agencies from enforcing the California Environment Quality Act (CEQA), and encouraged residents to contact state legislators regarding matters that impact local control of future development projects.

Council Member Comstock complimented Mr. Nigg's appeal and shared there will be future challenges the City will face with the impacts of legislation and the City Council's efforts to keep local control.

Council Member Lucio spoke regarding the delays in approving the Housing Element stemmed from the issues discussed in Sacramento, and commented that the city lost opportunities to secure government funding because of the lack of a certified Housing Element. He addressed residents' concerns raised about the project at Euclid and Schaefer and also noted the challenges the City faces if the project was not approved.

Council Member Flores expressed the City Council has worked diligently on the issues associated with the Housing Element and complying with the Regional Housing Needs Assessment (RHNA) numbers. He thanked residents for being present, and explained the consequences of not having a certified housing element and the Builder's Remedy clause, and expressed the importance of complying with the laws and read a letter received regarding the Housing Accountability Act (HAA), emphasizing this project is exempt from further State environmental review pursuant CEQA guidelines.

Council Member Flores asked if the Eden project can be postponed until we have an understanding of how the adjacent vacant lot may be developed. Warren Morelion, Director of Development Services, confirmed the vacant land can be developed as a commercial or mixed-use, or both, with a 15-foot building setback.

Council Member Flores inquired whether the developer would consider a profit sharing agreement and implement a sales tax for the use of the storage facility and Mr. Shardlow explained that while the storage facility will offer storage supplies for sale, a profit sharing model would not be practical.

Mayor Pro Tem Burton asked the developer about the solar panel concern expressed by a resident, and Mr. Shardlow confirmed the Eden project design was modified to remediate this concern.

City Attorney Galante provided clarification regarding the conditions of approval for the project, specifically requiring reciprocal access and easements agreements, are provided through Covenants, Conditions, and Restrictions (CC&R's), should the parcels be sold.

Council Member Comstock noted she would be in favor of the installation of a gate in the adjacent community to help address the resident concerns.

Mayor Pro Tem Burton thanked the public for attending and reflected on the City's evolution, noting that Ontario's growth, particularly near the East Chino Specific Plan, will impact Chino Residents. He advocated for residents to contact state legislators to support bills that protect local control.

Council Member Comstock commented that as future projects are proposed, residents are encouraged to reach out to local legislators to help to get the best projects moving forward.

Council Member Lucio commented regarding the Stark property and explained that although no price has been set for the purchase of the land, he noted that portions of that property will be earmarked for high density housing and commercial uses, instead of warehousing.

Council Member Flores commented that the City will see more projects like the Eden development's project, and encouraged residents to use social media to reach out to state legislators to express their concerns.

Mayor Ulloa spoke regarding the Eden development challenges, and expressed she is hopeful that the Stark facility will be the City's last opportunity to preserve agricultural heritage.

Rob Ayes, Chino resident, spoke in opposition of denying the appeal.

Linda Ziegler, Chino Resident, inquired about the process for denial of a special use permit for the storage facility, and Mayor Ulloa explained in order to deny special use permits you must have the right findings, and confirmed that lack of revenue production is not a finding that can be used for denial purposes.

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

Motion by Council Member Lucio, seconded by Council Member Comstock, to Conduct a Public Hearing; Adopt Resolution No. 2025-048, denying the appeal and thereby upholding the approval of PL22-0074 (Special Conditional Use Permit), PL22-0075 (Site Approval), PL24-0080 (Tentative Tract Map No. 20634), PL24-0081 (Special Conditional Use Permit), based upon the findings and subject to the departmental conditions of approval, as amended by the Planning Commission. The motion carried by the following vote:

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

NOES: **BURTON**

ABSENT: **NONE.**

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had no report.

Mayor Pro Tem Burton

21. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contributions to Chino AYSO Region 67 and Chino Pop Warner.

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contributions of $250 to Chino AYSO Region 67 and $250 to the Chino Pop Warner.

Motion by Council Member Lucio, seconded by Council Member Flores, to Approve community support fund contributions of $250 to Chino AYSO Region 67 and $250 to the Chino Pop Warner. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Comstock

Council Member Comstock had no report.

Council Member Flores

Council Member Flores had no report.

Council Member Lucio

Council Member Lucio had no report.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante had no report.

Police Chief's Report

Police Chief Kevin Mensen had no report.

Director's Report

Hye Jin Lee, Director of Public Works, announced upcoming road improvement projects.

Fire Chief's Report

Fire Chief Dave Williams had no report.

CLOSED SESSION

The City Council recessed back into Closed Session at 10:58 p.m. and concluded at 11:21 p.m. The City Council reconvened the meeting at 11:22 p.m.

CLOSED SESSION

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

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council held a discussion, provided direction, and no further reportable action was taken.

ADJOURN

The meeting adjourned at 11:23 p.m. The next Regular Meeting of the City Council will be held on Tuesday, September 2, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in the City Hall Council Chambers.

APPROVED AND ADOPTED THIS 2ND DAY OF SEPTEMBER 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

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

TUESDAY, APRIL 4, 2023

CLOSED SESSION – 6:00 PM
OPEN SESSION – 7:00 PM

MINUTES

CALL TO ORDER

The April 4, 2023, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:00 p.m. by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

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

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of Potential Cases: One
Claimant: K. Hovnanian's Sonata at the Preserve LLC

The City Council recessed to Closed Session at 6:02 p.m. and concluded at 6:30 p.m. The City Council reconvened the regular meeting at 7:02 p.m.

FLAG SALUTE

Council Member Lucio led the assembly in reciting the Pledge of Allegiance.

CEREMONIALS

Proclamations

Mayor Ulloa read into the record the Proclamation designating April 7, 2023 as Arbor Day in Chino. Steve Lewis, President, Chino Youth Museum, and Sal Parra, Public Works Supervisor, City of Chino were present to accept the proclamation.

Mayor Ulloa read into the record the Proclamation designating April 2023 as Autism Awareness Month in Chino. Nicole Aptekar, Autism Society Inland Empire Board Member, and Ana Lizzeth Ordonez, Community Services Supervisor were present to accept the proclamation.

Mayor Ulloa read into the record the Proclamation designating April 2023 as Child Abuse Prevention Month in Chino. Diane Rundles, Assistant Executive Officer, Children's Network, and June Sano, Community Services Clinical Specialist were present to accept the proclamation.

Mayor Ulloa read into the record the Proclamation designating April 2023 as DMV Donate Life Month in Chino. Robert Ralston, One Legacy Ambassador, Donate Life, was present to accept the proclamation.

Mayor Ulloa read into the record the Proclamation designating April 9-15, 2023 as National Public Safety Telecommunicators Week. Police Chief Wes Simmons. Chino Police Chief Simmons was present to accept the proclamation and introduced the Chino Police Department Dispatch Unit.

Presentations

Mayor Ulloa presented the April 2023 Business of the Month Award to O.F. Wolfinbarger, Inc. Representative Stephanie Hennessey was present to accept the award.

Mayor Ulloa presented the Mayor's Home Beautification Award for April 2023 to Fredrick Borders of Chino.

REPORT OUT OF CLOSED SESSON

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of Potential Cases: One
Claimant: K. Hovnanian's Sonata at the Preserve LLC

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

AGENDA ADDITIONS/REVISIONS

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa issued a reminder about the following scheduled community events:

Chino Youth Museum annual free Arbor Day Celebration on Friday, April 7, from 3:00 - 5:00 p.m., at the Chino Youth Museum, 13191 Sixth Street. For more information, call 909-334-3270.

The City of Chino in partnership with the Inland Empire Utilities Agency will be holding a free Community Earth Day Event on Thursday, April 20 from 4:00-7:00 p.m. located at the Chino Creek Wetlands and Education Park, 6075 Kimball Avenue. For more information, contact 909-334-3282.

PUBLIC COMMENTS

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

Julia Cabrera, Chino Valley Chamber of Commerce, provided an update on upcoming events and fundraisers.

Sharon Duran, Chino resident, thanked the City for providing cross walk safety for Chino High School students.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 764506 to 764727, and Electronic Fund Transfers 516932E to 517032E, totaling $3,359,405.75.
2. Minutes. Regular Meeting February 7, 2023 (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 and forecast of future events and trainings.
4. Adoption of Ordinance No. 2023-010 - Assembly Bill (AB) 481 Policy Update (Second Reading). Adopt Ordinance No. 2023-010, an Ordinance of the City of Chino, California to approve the updated Chino Police Department's AB 481 Funding, Acquisition and Use Policy (Second Reading).

   ORDINANCE NO. 2023-010

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA APPROVING THE UPDATED CHINO POLICE DEPARTMENT'S AB 481 FUNDING, ACQUISITION, AND USE POLICY.
5. Adoption of Ordinance No. 2023-007 Campaign Disclosure Statement Filings (Second Reading). Adopt Ordinance No. 2023-007, an Ordinance of the City of Chino, California authorizing the City to allow electronic and paper campaign disclosure statements (Second Reading).

   ORDINANCE NO. 2023-007

   AN ORDINANCE OF THE CITY OF CHINO, CALIFORNIA, ADDING CHAPTER 2.72 TO TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CHINO MUNICIPAL CODE AUTHORIZING ELECTRONIC AND PAPER METHODS OF FILING CAMPAIGN FINANCE DISCLOSURE STATEMENTS
6. Amendment to Professional Services Agreement with Aleshire & Wynder, LLP. Adopt Resolution No. 2023-020 and approve an amendment to the City of Chino's Professional Services Agreement with Aleshire & Wynder, LLP increasing the hourly rate for select City Attorney services.
7. 2022 Chino Climate Action Plan Annual Report. Receive and file the 2022 Chino Climate Action Plan Annual Progress Report, which outlines the City's progress to reduce Greenhouse Gas (GHG) emissions.
8. 2022 General Plan and Housing Element Annual Report. Receive and file the 2022 General Plan and Housing Element Annual Reports which will subsequently be filed with the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

9. Project Specific Maintenance Agreement for Drainage / Amendment No. 1 Landscape Maintenance Agreement for Master Site Approvals PL18-0070 & PL18-0072. Approve the Project Specific Maintenance Agreement between the City of Chino and Caltrans for the maintenance of drainage improvements within the State Highway right of way along Euclid Avenue associated with Master Site Approvals PL18-0070 and PL18-0072 and amend the existing Landscape Maintenance Agreement between the City and Euclid APG LLC to include the above-mentioned drainage improvements.

10. Vendor Cap Increase. Approve a vendor cap increase to Curt Pringle and Associates in the amount of $18,000 for ongoing communication strategy services.

11. Civica Law Group Contract Amendment. Approve contract amendment, vendor cap increase and appropriation for FY 22-23 for Civica Law Group.

12. Approve Change Order: 3-System Storm Drain Project (SD153). Approve a construction contingency increase of $5,276 and approve a construction contract change order in the amount of $7,083 for 3-System storm drain (SD153).

Moved by Council Member Lucio, seconded by Mayor Pro Tem Comstock, and carried on a 5-0-0 vote to approve Consent Calendar Items 1 through 12.

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

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

13. Adoption of Resolution No. 2023-014, General Plan Amendment; Introduction of Ordinance No. 2023-008, Zoning Ordinance Amendment and Zone Change; Introduction of Ordinance No. 2023-009, Eucalyptus Business Park Specific Plan Amendment, Majestic Spectrum Specific Plan Amendment and East Chino Specific Plan Amendment; Adoption of Resolution No. 2023-015, Addendum to the 2021-2029 Housing Element Negative Declaration; and Approval of Resolution No. 2023-016, In-Lieu fees. Mixed Use and Affordable Housing Overlay District Standards – PL22-0076 (General Plan Amendment), PL22-0077 (Zone Change), PL22-0078 (Zoning Ordinance Amendment), PL22 0089 (Eucalyptus Business Park Specific Plan Amendment), PL22-0090 (Majestic Spectrum Specific Plan Amendment), PL22-0091 (East Chino Specific Plan Amendment) and approval of Affordable Housing In-Lieu fee.

Mayor Ulloa opened the public hearing.

Nicholas S. Liguori, Director of Development Services, introduced the item, outlining the history of the General Plan Amendment process, noting the Planning Commission has reviewed and recommended approval to the City Council. Mr. Liguori introduced Andrew Hill, General Plan consultant with Dyett & Bhatia, who provided a presentation.

During the presentation, Mr. Hill noted a clerical error in the Ordinance 2023-009 Eucalyptus Business Park Specific Plan Map Figure IV-1.1-Land Use Plan and East Chino Specific Plan Map Figure 4a. The General Plan Land Use Maps were included in the Ordinance and the correct map should have been the Zoning Maps. The maps have been updated to Zoning Maps in the Ordinance and copies were provided to the City Council.

Johnathan Shardlow, land use entitlement consultant, thanked City staff for their collaborative efforts in the completion of the project.

Mayor Ulloa closed the public hearing.

Mayor Pro Tem Comstock spoke regarding the steps the City has taken to comply with the State mandates on affordable housing and explained the criteria used to identify parcels within the community suitable for high density housing to develop the community wisely. Mayor Pro Tem Comstock thanked City staff for their dedication and expressed she is looking forward to having mixed use overlay projects in the future.

Council Member Burton thanked city staff and consultants for their work and communication on the project. Council Member Burton inquired about the State density bonus law and Mr. Hill provided further information.

Council Member Lucio thanked staff and stated the project has undergone a lengthy process to get to this point and believes the housing will help sustain existing businesses.

Council Member Flores inquired about the storage facilities for the mixed-use sites that are over five acres. Mr. Liguori identified the three mixed-use sites over five acres, including Euclid/Schaefer Avenues; Ramona Avenue and Chino Hills Parkway; and Philadelphia Street East of Central Avenue if parcels are combined.

Mayor Ulloa asked if the storage facilities will be used for the residential unit tenants. Mr. Liguori explained the storage facilities are commercial and described the storage facilities design concept which is fully enclosed within the building with no exterior access. Mayor Ulloa recommended staff work with developers to include a provision to offer a percentage of storage facilities be reserved for those living in the residential units.

Mayor Ulloa asked about the project unit requirements to qualify for the State Density Bonus Law. Mr. Hill explained the in-lieu fee option for projects with 20 units or more are required to build on the sites, but those with less than 20 units have the option to pay the in-lieu fees.

Mayor Ulloa asked about the maximum base density percentages calculations and Mr. Hill clarified the percentages are rounded up and it is detailed in the Ordinance.

Mayor Ulloa inquired about land dedications, requirements for properties to be zoned appropriately, and the transfer of density. Mr. Liguori and Mr. Hill provided more information about this option and the possibility for the City of Chino.

Mr. Dyett, Dyett & Bhatia, shared information about the City of Claremont and the City of Pomona, who have similar development standards.

Mayor Ulloa shared a preference for lower density and noted the requirements implemented by the State to take away the voter’s choice.

Mr. Dyett discussed their response was to address the RHNA challenge and to develop the best set of standards based on feedback from the City Council. He also mentioned that the City Council will have another opportunity during phase two of the General Plan update to make adjustments if the current standards do not meet the City's needs.

Mayor Ulloa thanked staff and the consultants for addressing the City Council’s concerns.

Mayor Pro Tem Comstock noted the concerns that State legislation will bring to Chino.

City Attorney Fred Galante noted that the motion includes a correction of a clerical error on Ordinance 2023-009 East Chino Specific Plan Map Figure 4A and the Eucalyptus Business Park Specific Plan Figure IV-1.1-Land Use Plan.

City Attorney Galante read the title of Ordinance 2023-008 and 2023-009 into the record by title only and waiving further reading of the Ordinances:

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING TITLE 20 (ZONING) OF THE CHINO MUNICIPAL CODE TO UPDATE THE FOLLOWING CHAPTERS IN ACCORDANCE WITH THE AFFORDABLE HOUSING AND MIXED USE OVERLAY DISTRICTS: CHAPTER 20.03 (ZONING DISTRICTS AND ZONING MAPS), CHAPTER 20.08 (AGRICULTURAL, OPEN SPACE AND PUBLIC ZONING DISTRICTS), CHAPTER 20.09 (OVERLAY DISTRICTS), CHAPTER 20.18 (PARKING), CHAPTER 20.21 (STANDARDS FOR SPECIFIC LAND USES), CHAPTER 20.23 (ADMINISTRATION), AND CHAPTER 20.24 (GLOSSARY) AND AMENDING THE ZONING MAP TO IDENTIFY THE LOCATION OF THE AFFORDABLE HOUSING AND MIXED USE OVERLAY DISTRICT SITES TO BE CONSISTENT WITH THE CITY'S 2021-2029 HOUSING ELEMENT

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE EAST CHINO SPECIFIC PLAN, THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, AND MAJESTIC SPECTRUM SPECIFIC PLAN REVISING THE TEXT OF VARIOUS SECTIONS WITHIN THESE SPECIFIC PLANS RELATED TO THE ADDITION OF THE AFFORDABLE HOUSING AND MIXED USE OVERLAY DISTRICTS TO THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE). PL22-0089 (EUCALYPTUS BUSINESS PARK SPECIFIC PLAN AMENDMENT), PL22-0090 (MAJESTIC SPECTRUM SPECIFIC PLAN AMENDMENT), AND PL22-0091 (EAST CHINO SPECIFIC PLAN AMENDMENT)

Moved by Mayor Pro Tem Comstock, seconded by Council Member Burton, and carried on a 5-0-0 vote to 1) Conduct a public hearing; 2) adopt Resolution No. 2023-015 approving an addendum to the 2021-2029 Housing Element Negative Declaration (SCH No. 2021100569) (ND); 3) adopt Resolution No. 2023-014 approving General Plan Amendment PL22-0076; 4) approve the introduction of Ordinance No. 2023-008 Zoning Ordinance Amendment PL22-0078 and Zone Change PL22-0077; 5) approve the introduction of Ordinance No. 2023-009 approving Eucalyptus Business Park Specific Plan Amendment PL22-0089, Majestic Spectrum Specific Plan Amendment PL22-0090, and East Chino Specific Plan Amendment PL22-0091, *including the correction of a clerical error on the Ordinance 2023-009 East Chino Specific Plan Map Figure 4A and the Eucalyptus Business Park Specific Plan Figure IV-1.1-Land Use Plan*; and 6) adopt Resolution No. 2023-016 approving a Mixed Use and Affordable Housing District In-Lieu fee.

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

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

14. Approval for City Participation in National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS. Approval of a Resolution for participation in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

Fred Galante, City Attorney provided a report on the item.

Moved by Council Member Flores, seconded by Council Member Lucio, and carried on a 5-0-0 vote to 1) Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS; 2) California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to said National Opioid Settlement Agreements; and 3) Adopt a Resolution approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including signing documents and transmittal thereof as necessary.

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

NOES: NONE.

ABSENT: NONE.

15. Trash and Sewer Rate Structure. Adopt Resolution No. 2023-022, setting the time and place for the public hearings to consider majority protest proceedings on proposed increases to the rates, fees, and charges for sanitary sewer, refuse and recycling services

Joslyn Blakely, Project Coordinator, provided a report on the item.

Council Member Burton expressed concerns with the State of California regarding the proposed changes that are imposed to local government and residents.

Mayor Ulloa confirmed that since the Inland Empire Utilities Authority (IEUA) operates as a passthrough process, the City of Chino has no control over the rates imposed on residents. She inquired whether, in the event of a successful public protest at the hearing regarding the increased rates, the City of Chino would still be required to pay the increased rate payments to IEUA. Ms. Blakely believed this to be true. Mayor Ulloa requested that, if this were to happen, the City Manager work with the City Attorney to take immediate action, ensuring that IEUA charges their own rates directly to residents rather than as a passthrough.

Moved by Mayor Pro Tem Comstock, seconded by Council Member Lucio, and carried on a 5-0-0 vote to adopt Resolution No. 2023-022, setting the time and place for the public hearings to consider majority protest proceedings on proposed increases to the rates, fees, and charges for sanitary sewer, refuse and recycling services.

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

NOES: NONE.

ABSENT: NONE.

16. Adoption of the Local Roadway Safety Plan. Adoption of the Local Roadway Safety Plan.

Dennis Ralls, City Traffic Engineer, provided a report on the item.

Council Member Lucio inquired why there is an increase of traffic collisions on Kimball Avenue. Mr. Ralls explained there are a variety of reasons for accidents on Kimball Avenue such as drivers under the influence; high traffic volume; or traffic speed.

Chief Simmons ensured police enforcement efforts to help with increased safety on Kimball Avenue.

Mayor Pro Tem Comstock asked if there is a pedestrian activity analysis on Riverside Drive between Mountain and Ramona Avenues, to address pedestrian needs assessment. Mr. Ralls reported he could not find any common pattern in this area.

Moved by Council Member Flores, seconded by Mayor Pro Tem Comstock, and carried on a 5-0-0 vote to adopt the City of Chino Local Roadway Safety Plan.

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

NOES: NONE.

ABSENT: NONE.

17. Award of Contract - TR152, TR211, & TR214 Traffic Signal Cabinet and Wiring Upgrades. Award a contract to International Line Builders, Inc, Corona, CA, in the amount of $613,571 for project numbers TR152, TR211, and TR214 - Traffic Signal Cabinet and Wiring Upgrades at Various Locations

Dennis Ralls, City Traffic Engineer, provided a report on the item.

Moved by Mayor Pro Tem Comstock, seconded by Council Member Lucio, and carried on a 5-0-0 vote to 1) Appropriate $156,146 from the unappropriated reserves of the Road Maintenance Rehab Account Fund 327, with a corresponding increase to the Traffic Signal Modification Project (TR211) for a revised project budget of $419,476.67; 2) award a construction contract in the amount of $613,571 to International Line Builders, Inc. dba ILB Electric, Corona, CA, for Projects TR152, TR211, and TR214 - Traffic Signal Cabinet and Wiring Upgrades at Various Locations; 3) authorize expenditures of up to $92,035 for construction contingency for a total construction contract amount not-to-exceed $705,606; 4) authorize expenditures of $61,360 for construction management and $30,681 for inspection costs; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

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

NOES: NONE.

ABSENT: NONE.

18. Notice of Completion - MS202/ST221 Sidewalk/Crossing Access Improvements and Norton Cul-de-Sac. Accept Project No. MS202/ST221 - Sidewalk/Crossing Access Improvements and Norton Cul-de-Sac as complete and authorize the Director of Public Works to file the Notice of Completion.

Maria Fraser, CIP Engineering Manager, provided a report on the item.

Mayor Pro Tem Comstock thanked staff for completing the project and requested staff to take inventory of the cul-de-sac's and make necessary improvements as part of the Capital Improvement Program.

Ms. Fraser announced she has accepted a new position with the City of Palm Desert and thanked the City Council, City Manager, Public Works Department and Director for their support.

Mayor Ulloa and the City Council Members thanked Ms. Fraser for her service to the Chino community.

Moved by Mayor Pro Tem Comstock, seconded by Council Member Burton, and carried on a 5-0-0 vote to 1) Accept Chino Avenue and Norton Avenue Cul-De-Sac Accessibility Improvement Project (MS202 and ST221) by EBS General Engineering, Inc., Corona, CA, Contract 2022-311, as complete; 2) release the retention funds following the 35-day lien period; and 3) authorize the Director of Public Works to file the Notice of Completion.

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

NOES: NONE.

ABSENT: NONE.

19. Reimbursement Agreement for the Chino High School Reconstruction Project. Approve increases to applicable costs associated with the Reimbursement Agreement by $414,291.77 with Chino Valley Unified School District for the Chino High School Reconstruction Project ST182 for a Revised Amount of $1,541,291.77

Michele Hindersinn, Associate Civil Engineer, provided a report on the item.

Council Member Burton inquired about the project reimbursement arrangements. Ms. Hindersinn confirmed the Chino Valley Unified School District funds the project and explained the City will process reimbursement invoices as the construction progresses.

Mayor Pro Tem Comstock highlighted that voters approved a bond to address school district facility upgrades and expressed satisfaction with the new Chino High School construction and its improved accessibility features.

Council Member Flores encouraged continuous communication with the Chino Valley Unified School District to increase traffic safety for Chino High School students.

Mayor Ulloa asked why Jefferson Street at Benson Avenue was designated to have a stop sign in close proximity to a traffic signal. City Traffic Engineer Ralls explained the school district was not required to conduct a traffic analysis as part of the project and since the school has been reoriented staff is assessing if a traffic signal is warranted to improve pedestrian and traffic flow. Mayor Ulloa recommended staff to conduct a study to address the traffic signal and stop sign proximity once the school construction has been completed.

Council Member Burton asked if the improvements outside the school facility are funded by the City. Mayor Ulloa confirmed the City pays for improvements outside the school facility.

Moved by Mayor Pro Tem Comstock, seconded by Council Member Flores, and carried on a 5-0-0 vote to 1) Approve increases to applicable costs associated with the City's share of the Reimbursement Agreement 2021202, with Chino Valley Unified School District for the Chino High School Reconstruction Project ST182 by $414,291.77, for a revised not-to-exceed agreement amount of $1,541,291.77 and 2) authorize the City Manager to execute necessary documents on behalf of the City.

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

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

20. City Legislative Positions. Consider and approve the proposed City positions on pending legislation.

Jack Morgan, Assistant to the City Manager, presented a report on the item.

Mayor Ulloa requested staff to include a report that tracks legislative bills to agenda packets and make the City's position on legislative bills available to the public.

Mayor Pro Tem Comstock thanked staff for the report and expressed her appreciation on the manner that legislative bills are analyzed and tracked. She expressed effort is needed to increase legislative representative support on bills related to law enforcement services.

Mayor Ulloa agreed with Mayor Pro Tem Comstock's request.

Moved by Council Member Flores, seconded by Council Member Lucio, and carried on a 5-0-0 vote to consider, discuss, and if deemed appropriate, approve the proposed City positions on pending legislation and authorize that letters be sent promoting these official stances.

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

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events attended since the last meeting that included Gary and Sue Orvitt and the Eleven Kids Organization; Chino Basin Water Master Orientation meeting; Chaffey College 140th Anniversary Luncheon; Chino Police Department Award Ceremony; filmed State of the City footage; City Manager meeting; Legislative Policy Committee meeting; Chick-fil-A Scholarship event; CDA Finance Committee; Budget meeting; Chino Valley Chamber of Commerce Salute to Public Safety; and Closed Session.

Mayor Pro Tem Comstock

Mayor Pro Tem Comstock reported on the following meetings and events attended since the last meeting that included the Chino Police Department Award ceremony; City Manager meeting; Community Services Commission meeting; Legislative Policy Committee meeting; Meeting with Erren O'Leary from Lewis Development, Pete Woodington meeting; Annual Baker to Vegas Challenge Cup Relay; City Manager meeting; tonight's Closed Session; and noted that she will not attend the Fire Department Board Meeting.

21. Community Support Contribution. Approve community support fund contributions to: UCHOOZ and Chino Valley YMCA Sustaining Campaign.

Council Member Burton provided a report on the item.

Moved by Council Member Flores, seconded by Council Member Lucio, and carried on a 5-0-0 vote to approve community support fund contributions to: UCHOOZ ($500) and the Chino Valley YMCA for its Sustaining Campaign ($500).

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

NOES: NONE.

ABSENT: NONE.

Council Member Burton

Council Member Burton reported on the following meetings and events attended since the last meeting that included the Chino Basin Watermaster Orientation Meeting; Chaffey College 140th Anniversary Luncheon; Chino Police Department Awards Ceremony; Community Services Preserve Ball and Brunch; Annual Baker to Vegas Challenge Cup Relay; Chino Valley Chamber of Commerce Salute to Public Safety.

22. Community Support Contribution. Approve community support fund contributions in the amount of $500 each to Chino High School Band - 77th Calvary and Chino Pumas Track Club.

Council Member Flores provided a report on the item.

Moved by Council Member Lucio, seconded by Council Member Burton, and carried on a 5-0-0 vote to approve community support fund contributions in the amount of $500 each to Chino High School Band - 77th Calvary and Chino Pumas Track Club.

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

NOES: NONE.

ABSENT: NONE.

Council Member Flores

Council Member Flores reported on the following meetings and events attended since the last meeting that included the Chaffey College 140th Anniversary Luncheon; Chino Police Department Awards Ceremony; Congratulated Chief Simmons on his retirement announcement; Newman Elementary Career Day; State of the City interview; West Valley Mosquito and Vector Control District Board Meeting; Senior Legends Opening Ceremony; Healthy Family Day Event at Ayala Park; Third Annual Sensory Easter Basket Giveaway hosted by Adrian's World; Chino Valley Chamber of Commerce Salute to Public Safety; and congratulated Maria Frasier, Nikki Hendricks and Ana Lizzeth Ordonez on their new positions.

Council Member Lucio

Council Member Lucio reported on the following meetings and events attended since the last meeting that included the Chaffey College 140th Anniversary Luncheon; Chino Valley Medical Center Blood Drive; City Manager meeting; State of the City Interview; Riverside Urban Area Security Initiative (UASI) at Chino Police Department Recovery for Disaster Local Community Role Training; Meeting with Erren O'Leary from Lewis Development; Family Day; City Manager meeting; Riverside UASI Training; and thanked Public Works Director Amer Jakher for a work well done on the Edison Avenue Asphalt Project; congratulated Maria Frasier for her new role at the City of Palm Desert; noted that he is looking forward to the retirement celebrations for Chief Simmons; and wished everyone a Happy Easter.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Fred Galante had no report but thanked the City Council for the approval of his contract amendment.

Police Chief's Report

Police Chief Wes Simmons reported the Chino Police Department arrested a suspect for the recent homicide that occurred and will work towards arresting the remaining suspects who were involved; and announced a correction to the Chino Champion Newspaper regarding crime rate in the City.

Fire Chief's Report

Fire Chief Dave Williams provided information on the upcoming Sidewalk Cardiopulmonary Resuscitation (CPR) event in partnership with the Pomona Valley Medical Center that will take place at the Chino Hills Shoppes; provided an update on the Fire Department promotions; announced he will attend the Legislative Conference in Washington D.C. with the Chino Valley Fire Board Members; thanked the City Council for inviting the Chino Valley Fire District to participate in the State of the City event; and reported the ambulance service proposal is scheduled to be submitted on April 5.

ADJOURN

The meeting adjourned at 10:08 p.m. The next meeting of the City Council will be a Workshop held on Tuesday, April 11, 2023 at 4:00 p.m. The next Regular Meeting of the City Council will be held on Tuesday, April 18, 2023 at 7:00 p.m. (Closed Session at 6:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 2ND DAY SEPTEMBER 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

****

(These minutes are not official until signed.)

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

TUESDAY, JULY 29, 2025

MINUTES

CLOSED SESSION - 6:00 PM

CALL TO ORDER

The July 29, 2025, Special meeting of the City Council / Successor Agency to the Redevelopment Agency was called to order at 6:01 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

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

ABSENT: NONE.

FLAG SALUTE

Council Member Flores led the Pledge of Allegiance.

CLOSED SESSION PUBLIC COMMENTS

Andrew Coleman, Teamsters Local 1932 Professional, Technical and Clerical Unit representative, expressed appreciation to the City Council for their time and attention during the special meeting, noting the Teamsters had voted to reject the current offer, and read a brief statement, emphasizing that the cost of living adjustment was the sole issue preventing agreement.

CLOSED SESSION

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

1. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

Council Member Comstock thanked Mr. Coleman for attending the meeting, suggested looking at a comprehensive compensation package, including salary and all benefits, and expressed she is hopeful that negotiations remain open with staff.

The City Council recessed to Closed Session at 6:06 p.m.

Council Member Lucio exited Closed Session early at 6:37 p.m.

The City Council concluded Closed Session at 7:08 p.m. The City Council reconvened the meeting at 7:09 p.m.

REPORT OUT OF CLOSED SESSION

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

1. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

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

ADJOURN

The meeting adjourned at 7:10 p.m. The next Regular Meeting of the City Council will be held on Tuesday, September 2, 2025 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 SEPTEMBER 2025.

_____
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: SEPTEMBER 2, 2025

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
None.			

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Designation of League of California Cities Voting Delegates.

RECOMMENDATION

1) Designate Council Member Comstock as the City's Voting Delegate, Council Member Lucio as the City's 2nd Voting Delegate-Alternate, and Council Member Flores as the 3rd Voting Delegate-Alternate for the 2025 League of California Cities Annual Conference in Long Beach, CA from October 8-10, 2025.

FISCAL IMPACT

There is no fiscal impact associated with this action. Registration for the 2025 League of California Cities Annual Conference in Long Beach, CA is required to participate in this action and is included in the FY 2025-26 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
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The League of California Cities (Cal Cities) 2025 Annual Conference and Expo is scheduled for October 8-10, 2025, in Long Beach, CA. An important aspect of the Annual Conference is the Annual Business Meeting (during the General Assembly), which will take place on Friday, October 10, 2025. At this meeting, Cal Cities' membership considers and acts on resolutions that establish Cal Cities' policy.

ISSUES/ANALYSIS

To vote at the annual business meeting, City Council action is required to designate a voting delegate. The City Council may also designate up to two alternate voting delegates to ensure the City can lend its support to resolutions that address statewide matters and augment Cal Cities' policy.

Council Member Karen C. Comstock is currently a Cal Cities Inland Empire Division Board Member. For this reason, Staff recommends that Council Member Comstock is selected as the voting delegate at the annual conference. Per the City of Chino 2025–2026 City Council Committee Assignments List, it is recommended that Council Member Lucio be designated as the 2nd Voting Delegate-Alternate and Council Member Flores as the 3rd Voting Delegate-Alternate, as the City Council's assigned League of California Cities Inland Empire Division representatives.

Designating a voting delegate for the 2025 Cal Cities Annual Conference and Expo will authorize the City to vote on policy matters in the form of resolutions. Council Member Comstock, or in her absence Council Member Lucio or Council Member Flores, will be authorized to vote on behalf of the City on resolutions that focus on municipal issues or matters of Statewide concern. A summary of Cal Cities' proposed resolutions will be brought to the City Council in early October after they have been published to Cal Cities' website.

Attachment: Cal Cities Voting Delegate Form.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

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

SUBJECT

Lewis Companies Development Agreement Annual Compliance Certification for July 1, 2024 – June 30, 2025.

RECOMMENDATION

1) Certify that Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC are in compliance with the requirements of the Amended and Restated Development Agreement; 2) approve the issuance of a Certificate of Compliance; and 3) authorize the Director of Development Services to sign the Certificate of Compliance.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- 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 June 6, 2023, the City entered into an Amended and Restated Development Agreement ("Development Agreement") with three entities of the Lewis Operating Company known as Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC (collectively, "Owners"). The Development Agreement was executed to help guide the orderly development of The Preserve, which was envisioned as a master planned residential and commercial community. Further, the Development Agreement set out the terms and conditions for development on Owners' property and established the rights and obligations of Owners and the City during the course of development.

The Amended and Restated Development Agreement supersedes the prior development agreement between the parties, entered into in June 2004, and amended several times (collectively, "Original DA"). At the time of the Original DA approval, Owners owned or controlled 1,125 of the approximately 2,500 developable acres in The Preserve. Since the time of the Original DA, Owners have acquired additional property for future development and disposed of some parcels to other developers to complete the required development obligations under the Original DA. The current Development Agreement provides for Owners to construct residential units and other improvements in The Preserve and comply with several obligations to the City within certain timelines, some of which are relevant to the reporting period covered by this report, as further described below.

ISSUES/ANALYSIS

The Development Agreement requires an annual review of the terms and conditions outlined in the agreement, along with the production of an Annual Monitoring Report. Pursuant to Article 11 of the Development Agreement, the Owners are required to produce an annual monitoring report demonstrating the Owners' compliance with the terms and conditions of the Development Agreement. Upon receipt of the monitoring report, City staff is to conduct an analysis of the report to determine its accuracy and then submit a report to the City Council indicating compliance or lack of compliance with the terms and conditions of the Development Agreement. The Owners have the right to request a formal Certificate of Compliance from the City Council.

On June 9, 2025, Owners submitted the annual monitoring report to the City, and staff has completed its analysis of the information contained in the report. Based on the review of the annual monitoring report, staff has determined that the Owners are in compliance with all of the requirements of the Development Agreement for the period July 1, 2024 through June 30, 2025.

The following describes the requirements for the relevant reporting period and statements of Owners' compliance with each requirement:

a. Per Section 4.3 "Schedule of Development" of the Development Agreement, Owners were required to prioritize Block 3 Low Density Residential Units. Owners are currently developing the required units in accordance with this requirement. The Owners are required to average 100 units per year retroactively between July 1, 2020 to June 30, 2025 for a total of 500 units. This has been completed.

b. Per Section 5.4 "RV Parking" of the Development Agreement, Owners were required to contract with a third party to provide for 50 recreational vehicle parking spaces at the College Park Community. Owners have contracted with a third party for such 50 RV spaces in accordance with this requirement.

c. Per Section 6.4.3 “Pine/Main Intersection Improvements Project Tr-123” of the Development Agreement, Owners were required to design and construct that portion of the intersection at Pine Avenue and Main Street located on Owners’ property, as specifically described in the DIF/Nexus Report. Owners were also required to construct and dedicate enhanced landscape and streetscapes improvements to the Pine Avenue/Main Street intersection, as directed by the Planning Commission. These improvements were completed in 2024.

d. Section 6.4.4(d) “Community Facilities” of the Development Agreement requires the Owners to meet, in good faith, monthly to collectively design the remaining Preserve facilities with the intent of agreeing upon a schematic design that is within the total budget costs for the remaining facilities. Owners have been meeting monthly with City staff, and a schematic design has been completed for a 42,395 square foot community building. The revised budget has not yet been approved.

Owners have requested that the City provide them with a formal Certificate of Compliance relating to this annual review. A copy of the Annual Monitoring Report is attached as Exhibit “A”.

Attachment: Exhibit “A” – Annual Monitoring Report
Certificate of Agreement Compliance

Chino Development Corporation
Chino Preserve Development Corporation
Chino Holding Company, LLC
1156 North Mountain Avenue / P. O. Box 670 / Upland, California 91785-0670
(909) 985-0971 FAX: (909) 949-6700

Refer to File No.
G-2182D.3

June 9, 2025

City of Chino
13220 Central Avenue
Chino California 91710
Attn: Dr. Linda Reich, City Manager

Re: Preserve Development Agreement / Annual Monitoring Report 2024-25

Dear Linda,

Attached to this letter, in accordance with the requirements of Article 11 of the Preserve Development Agreement is the Annual Monitoring Report ("AMR") for the period July 1, 2024 - June 30, 2025. The attached AMR identifies each requirement under the Development Agreement to be performed during the 2024-25 AMR period and any narrative regarding such performance.

After the City completes its analysis of the AMR, please submit the AMR to the City Council for review and approval in accordance with the procedures set forth in Section 11.3 of the Development Agreement. If approved, it is requested that the City Council issue a Certificate of Compliance as specified in Section 11.6, evidencing Owners' compliance with the Development Agreement for the subject AMR period.

Please contact me with any questions. When issued, the Certificate should be mailed to my attention.

Very truly yours,

CHINO DEVELOPMENT CORPORATION,
a California corporation

By:_____
Bryan T. Goodman,
Authorized Agent

CHINO PRESERVE DEVELOPMENT
CORPORATION, a California corporation

By:_____
Bryan T. Goodman,
Authorized Agent

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By:_____
Bryan T. Goodman,
Authorized Agent

cc: Erren OLeary, Lewis Management Corp.
Patrick Loy, Lewis Management Corp.

Attachment: Annual Monitoring Report

THE PRESERVE DEVELOPMENT AGREEMENT ANNUAL MONITORING REPORT

July 1, 2024-June 30, 2025

Section 4.3 Schedule of Development-Owner to prioritize Block 3 Low Density Residential ("LDR") Units-this area Block 3A started home construction in 2024 and is being developed now. Owner required to average 100 units per year retroactively between July 1, 2020-June 30, 2025 for a total of 500 units. This was completed.

Section 5.4 RV Parking-Owner contracted with a third party to provide for 50 RV Parking spaces at College Park Community.

Section 6.4.3 Pine/Main Intersection Improvements Project Tr-123-this was completed in 2024.

Section 6.4.4(d) Community Facilities-schematic design has been completed for a 42,395 SF building, however the revised Budget has not yet been approved.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CHINO
PO BOX 667
CHINO, CA 91708-0667
ATTN: DEVELOPMENT SERVICES
DEPARTMENT

Fee Exempt – Government Code 6103 **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

CERTIFICATE OF AGREEMENT COMPLIANCE DEVELOPMENT AGREEMENT/ANNUAL MONITORING REPORT 2024-25

WHEREAS, the City of Chino ("City") and Chino Holding Company, Chino Preserve Development Corporation, and Chino Development Corporation (individually, "Owner" and collectively, "Owners") entered into an Amended and Restated Development Agreement ("Development Agreement") on June 6, 2023 related to several parcels of real property ("Property") as described in the Development Agreement; and

WHEREAS, the City Council of the City of Chino approved the Development Agreement by adoption of Ordinance No. 2023-011 on June 20, 2023; and

WHEREAS, the City Clerk of the City of Chino recorded a copy of the Development Agreement with the County Recorder of San Bernardino County on July 26, 2023 as Document No. 2023-0182285, pursuant to Government Code Section 65868.5, in accordance with Section 4 of such Ordinance; and

WHEREAS, On June 9, 2025, per the terms of the Development Agreement, Owners submitted an Annual Monitoring Report to the City for the years 2024-25; and

WHEREAS, the City Manager submitted a report to the City Council containing the City staff analysis of such annual monitoring report, setting forth the evidence concerning good faith compliance with the terms of the Development Agreement and recommending findings on that issue; and

WHEREAS, on September 2, 2025, the City Council reviewed the Annual Monitoring Report to ascertain the good faith compliance by Owners with the terms of the Development Agreement, and consistency of the Development during the term of the Development Agreement with respect to any schedule submitted by Owners for completion of all development of the Property within the term of the Development Agreement, together with the City staff's analysis of the Annual Monitoring Report; and

WHEREAS, Owners has requested the City to issue a Certificate of Compliance in accordance with Section 11.6 of the Development Agreement.

NOW THEREFORE, the City Council of the City of Chino hereby finds, determines, and declares as follows:

SECTION 1.

A. The Owners are in good faith compliance with the Development Agreement.

B. The City acknowledges that:

a. Per Section 4.3 "Schedule of Development" of the Development Agreement, Owners were required to prioritize Block 3 Low Density Residential Units. Owners are currently developing the required units in accordance with this requirement. The Owners are required to average 100 units per year retroactively between July 1, 2020 to June 30, 2025 for a total of 500 units. This item has been completed.

b. Per Section 5.4 "RV Parking" of the Development Agreement, Owners were required to contract with a third party to provide for 50 recreational vehicle parking spaces at the College Park Community. Owners have contracted with a third party for such 50 RV spaces in accordance with this requirement.

c. Per Section 6.4.3 "Pine/Main Intersection Improvements Project TR-123" of the Development Agreement, Owners were required to design and construct that portion of the intersection at Pine Avenue and Main Street located on Owners property, as specifically described in the DIF/Nexus Report. Owners were also required to construct and dedicate enhanced landscape and streetscapes improvements to the Pine Avenue/Main Street intersection, as directed by the Planning Commission. These improvements were completed in 2024.

d. Section 6.4.4(d) "Community Facilities" of the Development Agreement, Owners were required to meet, in good faith, monthly to collectively design the remaining Preserve facilities with the intent of agreeing upon a schematic design that is within the total budget costs of remaining facilities. Owners have been meeting monthly with City staff, and a schematic design has been completed for a 42,395 square foot community building. The revised budget has not yet been approved.

C. For the period of July 1, 2024 through June 30, 2025, and based on the information known or made known to the City Council of the City of Chino after the most recent Review, the Development Agreement remains in effect; and no Owner is in default.

SECTION 2.

A. Any Owner may record this Certificate with the County Recorder.

B. Whether or not this Certificate is relied upon by an Owner or an assignee of transferee of an Owner, the City shall not be bound by such a Certificate if a default existed at

the time of the Annual Review, but was concealed from or otherwise not known to the City Council of the City of Chino.

CITY OF CHINO

By: _____
Warren Morelion, AICP
Director of Development Services

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Ordinance No. 2025-005 Second Reading – CFD 2003-3.

RECOMMENDATION

Adoption of Ordinance No. 2025-005 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2003-3 Improvement Area 12.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- 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

This matter was introduced on first reading by the Council at their July 15, 2025 meeting. By the passage of this Ordinance, the City Council authorizes the levy of special taxes within the Community Facilities District at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibit C to the Resolution No. 2025-022.

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

ISSUES/ANALYSIS

Ordinance No. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 12 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 12 OF THE DISTRICT

Attachment: Ordinance No. 2025-005

ORDINANCE NO. 2025-005

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 12 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 12 OF THE DISTRICT

WHEREAS, on June 3, 2025, the City Council (the "City Council") of the City of Chino (the "City") adopted Resolution No. 2025-022 (the "Resolution of Intention") declaring its intention to form Improvement Area No. 12 (the "Improvement Area") of Community Facilities District No. 2003-3 of the City of Chino (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2025-023 declaring its intention to incur bonded indebtedness of the Improvement Area; and

WHEREAS, on July 15, 2025, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Improvement Area, the proposed levy of a special tax within the Improvement Area to provide certain services and finance certain public improvements described in Resolution No. 2025-022 and to secure the payment of any bonded indebtedness of the Improvement Area, and the proposed issuance of up to $40,000,000 of bonded indebtedness; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Improvement Area, the proposed levy of the special tax within the Improvement Area to provide for the services and to finance the improvements described in Resolution No. 2025-022 and the proposed issuance of bonded indebtedness of the Community Facilities District on behalf of the Improvement Area were heard and a full and fair hearing was held; and

WHEREAS, on July 15, 2025, following the close of the public hearing, the City Council adopted a resolution establishing the Improvement Area (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on July 15, 2025 within the Improvement Area on three propositions relating to the levying of a special tax, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Improvement Area; and

WHEREAS, on July 15, 2025, a special election was held within the Improvement Area at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the Improvement Area for the purposes described in the Resolution of Formation and the issuance of bonded indebtedness for the Improvement Area as described in the Resolution to Incur Bonded Indebtedness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes the levy of Special Tax A and Special Tax B (as defined in the Rate and Method, defined below, and, collectively, the "Special Tax") within the Improvement Area at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibit C to the Resolution of Intention, which rate and method of apportionment is incorporated by reference herein (the "Rate and Method").

Section 3. The Director of Finance of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific Special Tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the Improvement Area pursuant to the Rate and Method. The Special Tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the Special Tax may be levied at a lower rate.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the Special Tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, the Rate and Method and the boundary map for the Improvement Area. No other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the Rate or Method of an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the Special Tax pursuant to the Rate and Method shall be used as provided for in the Act, the Resolution of Intention and the Resolution of Formation. The Special Tax shall be levied within the Improvement Area only so long as needed for the purposes described in the Resolution of Intention and the Resolution of Formation.

Section 6. The Special Tax levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as Special Tax A for payment of the interest or principal of any bonded indebtedness of the Improvement Area, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax A.

Section 8. This Ordinance relating to the levy of the Special Tax within the Improvement Area shall take effect 30 days following its final passage, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the San Bernardino County Assessor and Treasurer-Tax Collector, and to perform all other

acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

ADOPTED, SIGNED AND APPROVED ON THIS 2nd day of September 2025.

CITY COUNCIL OF THE CITY OF CHINO

By:_____
Eunice M. Ulloa,
Mayor of the City of Chino

ATTEST:

_____
Natalie Gonzaga
City Clerk of the City of Chino

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance was duly adopted by the City Council of the City of Chino at a regular meeting held on the 2nd day of September 2025, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Adoption of Resolution No. 2025-054 authorizing approval of Opioid Settlement Agreements with Pharmacy Chains Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

RECOMMENDATION

Adoption of Resolution 2025-054 authorizing the City to enter into Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve lawsuits accusing pharmacy chains of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and authorize entry into the related State-Subdivision Agreement with the Attorney General.

FISCAL IMPACT

The actual amount the City will receive (and pass through to the County) from the settlement depends on a variety of factors, including the number of California municipalities participating.

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

BACKGROUND

A new group of national opioid settlements totaling up to $720 million has been reached with eight additional opioid manufacturers. These settlements are part of broader nationwide litigation efforts to hold opioid manufacturers accountable for their role in the opioid epidemic. These settlements are separate from the Purdue/Sackler bankruptcy settlement and prior agreements with major distributors and retailers.

Each participating jurisdiction must affirmatively opt in by October 8, 2025, to be eligible for any share of the funding. Subdivisions do not need to have joined previous settlements to participate in these new ones.

ISSUES/ANALYSIS

In California, settlement oversight remains coordinated through the Department of Health Care Services (DHCS), which sets guidelines for appropriate fund use. Settlement funds must be used for opioid abatement purposes. Examples of eligible uses include:

- Narcan (Naloxone) access and training for first responders
- Youth prevention and education programs
- Behavioral health and substance use disorder treatment
- Diversion programs and harm reduction strategies
- Community recovery support partnerships

Manufacturer Contributions (if maximum participation is reached):

- Mylan: up to $290M over 9 years
- Amneal: up to $74M (plus $177M in Narcan or $44M cash)
- Hikma: up to $98M (plus $35M naloxone or $7M cash)
- Indivior: up to $75M (plus up to $140M in treatment products)
- Apotex: up to $65M
- Alvogen: up to $19M
- Sun: up to $32M
- Zydus: up to $15M

The settlements also impose injunctive relief to restrict marketing, sales, and distribution practices and require safeguards to prevent diversion of opioids.

As with prior settlements, jurisdictions must sign and return formal documentation to participate. The City of Chino has historically opted to have San Bernardino County administer its share of opioid settlement funds. This approach has minimized local administrative burdens but also meant no funds have been directly received for City-run programs.

If the City elects to participate in these new settlements, it is recommended that we again designate the County to administer our share. This allows continued access to regional support resources while preserving the opportunity to receive direct funds in the future should an eligible program be identified. Prior settlement administrators have confirmed this flexibility.

Approval of the attached Resolution would authorize the City Manager to carry out all necessary acts to allow the City to participate in this settlement agreement, including the execution and transmittal of all required documents. If the City Council chooses not to participate, Chino's allocation will be redistributed to other agencies participating in the settlement rather than being passed on to the County of San Bernardino.

Attachment: Resolution 2025-054

RESOLUTION NO. 2025-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOD-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENT, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH THE ATTORNEY GENERAL

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and

WHEREAS a proposed nationwide tentative settlement ("Settlements") was reached between the plaintiffs in the Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Mylan Pharmaceutical Inc., Sun Pharmaceuticals USA Inc., and Zydus Pharmaceuticals cases ("Settling Defendants"); and

WHEREAS, as part of the settlement with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlement in exchange for a release of the Settling Defendants; and

WHEREAS, copies of the proposed terms of those proposed nationwide settlement have been set forth in the Master Settlement Agreement with the Settling Defendants; and

WHEREAS, copies of the Master Settlement Agreement are on file in the City Clerk's Office and available upon request; and

WHEREAS, the Master Settlement Agreement provides, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Master Settlement Agreement ("California Opioid Funds"); and

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendants; and

WHEREAS, copies of the Allocation Agreement for all of the settlements with the Settling Defendants are on file in the City Clerk's Office and available upon request; and

WHEREAS, under the Master Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and

WHEREAS, the City is eligible to participate in the Settlements and become a CA Participating Subdivision; and

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreement with the Settling Defendants by executing the Participation Agreement and to enter into the Allocation Agreement by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chino hereby approves and authorizes the City Manager to execute all documents required to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Master Settlement Agreement, Allocation Agreement and all exhibits thereto to be paid through the County of San Bernardino.

BE IT FURTHER RESOLVED that all actions heretofore taken by the City Council of the City of Chino and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED THIS 2nd DAY OF SEPTEMBER 2025.

_____
EUNICE ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution 2025-____ was duly adopted by the Chino City Council at a regular meeting held on the 2nd day of September 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Law Enforcement Services Agreement - Chino Valley Law Enforcement Services Agreement - Chino Valley Unified School District (CVUSD) for School Resource Officers.

RECOMMENDATION

1) Approve Amendment No. 1 to renew the Law Enforcement Services agreement effective retroactive to July 1, 2025 between the Chino Valley Unified School District (CVUSD) and the City of Chino for services for five (5) full-time School Resource Officers assigned to Chino High School, Don Lugo High School, and Buena Vista High School, the Junior High schools, a D.A.R.E. officer, and one (1) Sergeant; 2) increase the current revenue appropriation by $69,167.67 to an adjusted amount of $1,087,072; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Increase the FY 2025-26 School Resource revenue budget to a not-to-exceed amount of $1,087,072, per the agreement with the Chino Valley Unified School District.

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
- Public Service Excellence through Internal and External Partnerships

Revenue: 1004280-57050	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The School Resource Officer (SRO) program was established in 1993. At that time, two Police Officers were assigned to the high schools with one at Don Lugo High School and other at Chino High School. In 2014, an additional Police Officer was assigned to Buena Vista High School. In 2023, a Police Officer was added to provide services to implement the Drug Abuse Resistance Education, or D.A.R.E. program, in the elementary schools. In FY 24-25, the City Council and the CVUSD agreed to add a fourth SRO to serve the Junior High campuses and a dedicated sergeant to supervise the SRO program.

The SROs provide the schools with a law enforcement presence on campus and function as a critical link between students, parents, educators, and police. The SROs' presence at the City's high school campuses enhances the Police Department's efficiency by reducing the incidence of crime and decreasing the need to dispatch other patrol first responders to the campuses.

The SRO program is managed and supervised by the Criminal Investigations Bureau.

ISSUES/ANALYSIS

Amendment No. 1 to renew the agreement is effective for the FY 2025-26 school year, from July 1, 2025, through June 30, 2026. Staff recommends that the City Council authorize continuing this agreement with the Chino Valley Unified School District.

This agreement was approved by the CVUSD Board of Directors at their July 17, 2025, meeting.

Attachment: Amendment No. 1 SRO Agreement FY 25-26

AMENDMENT NO. 1

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES ("**Amendment**") is effective as of the 1st day of July 2025 between the CITY OF CHINO, a California municipal corporation ("**City**"), and **Chino Valley Unified School District**, ("**District**"). City and District may also be referred to collectively as **"Parties"**.

RECITALS

A. City and District entered into that certain Agreement for Contractual Services dated July 1, 2024 ("**Agreement**") whereby Parties agreed to establish a School Resource Officer Program as a partnership of school, staff, and public service persons to respond to student needs within the school setting.

B. City and District now desire to amend the Agreement to the contract terms.

TERMS

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

(a) Section 2, Funding Conditions

The District shall contribute toward the cost of the School Resource Officer Program in the amount of One Million Eighty-seven Thousand Seventy Two dollars ($1,087,072) for the 2025-2026 school year. This amount represents:

- Prorated cost of 83% of the cost of one (1) DARE Police Officer, four (4) Police Officers, and 75% for one (1) Sergeant; and

- Overtime in the amount of One Hundred Fifteen Thousand ($115,000). The anticipated overtime amount accounts for staffing at eleven (11) football games, twenty (20) school board meetings, five (5) day per week coverage at the three schools, and the overtime cost to backfill SRO coverage for anticipated leave days throughout the 2025-2026 School Year. All overtime will be authorized by the District in concurrence with the City on a case-by-case basis. The City shall bill the District biannually between August 2025 and June 2026.

The amounts established herein may be adjusted based on the outcome of City labor negotiations. Any adjustments to the amounts shall become effective in a written amendment to this Agreement, mutually agreed upon by Parties following the conclusion of such negotiations.

(b) Section 3, Terms of Agreement

This Agreement shall be renewed for an additional one-year contract term effective July 1, 2025 and shall remain in full force and effect until June 30, 2026. This agreement may be renewed by Addendum for an additional one-year contract term through June 30, 2027.

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.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and District 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.

District 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 District that, as of the date of this Amendment, District 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) 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

Kevin Mensen, Chief of Police

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CHINO VALLEY UNIFIED SCHOOL DISTRICT:

By: Kathy Casino
Kathy Casino, Director of Purchasing

Date: July 18, 2025

01225.0001/458787.1

SRO PROGRAM
SY 2025-2026

Position	Annual Salary	75%	83%	Qty	Total
Sergeant	$181,572.00	$136,179.00	0	1	$136,179.00
DARE Officer	$132,156.00	0	$109,689.48	1	$109,689.48
Police Officer	$132,156.00	0	$109,689.48	4	$438,757.92
				Total Salaries	**$684,626.40**

Description	
SALARIES	$684,626.40
FT BENEFIT ALLOCATION	$287,445.60
OVERTIME	$115,000.00
TOTAL SRO CONTRACT AMOUNT	**$1,087,072.00**

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Construction credit/reimbursement agreement with LS College Park, LLC for the construction of public improvements associated with the College Park Development.

RECOMMENDATION

1) **Fund Correction** - Authorize a fund balance (cash) transfer of $2,805,564.01 at June 30, 2025 from the Water Fund 520 to reimburse $694,297.90 to the Citywide Water Source, Storage, and Distribution DIF (Fund 253) and $2,111,266.11 to the Preserve Water Source, Storage, and Distribution DIF (Fund 261) for prior period expenses related to Project No. WA19C – Eastside Water Treatment Facility (EWTF) Phase 3; 2) **Reimbursement Agreement**- Appropriate $543,602 from the Storm Drain Fund 540 with a corresponding budget transfer in/out from the Citywide Storm Drainage Collection System Facilities Development Impact Fee (Fund 255) for FY 2025-26; and 3) Appropriate $200,000 from the Water Fund 520 Fund with a corresponding budget transfer in/out from the Citywide Water Source, Storage and Distribution Development Impact Fee Fund (Fund 253) for FY 2025-26; 4) approve a Construction Credit/Reimbursement Agreement with LS College Park, LLC, a Delaware limited liability company in an amount not to exceed $8,822,740 for the construction of master-planned public facilities required as a condition of approval for the College Park Development project; and 5) authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

The proposed fund correction will address the current deficit in the Citywide Water Development Impact Fee Fund (Fund 253), thereby enabling the City to issue a progress payment to the developer for completed, DIF-eligible improvements related to water infrastructure. To implement these corrections and appropriations, the following actions are required:

1. Fund Correction Summary – Reallocation of Ineligible EWTF Expenditures

A total of $2,805,564.01 in ineligible prior-year expenditures previously charged to DIF funds for Project No. WA19C – EWTF Phase 3 will be corrected and charged to the Water Fund (Fund 520), as detailed below:

Expended From	Amount	Reallocated To
Fund 253 - Citywide Water Source/Storage/Distribution DIF	$694,297.90	520 (Water Fund)
Fund 261 - Preserve Water Source/Storage/Distribution DIF	$2,111,266.11	520 (Water Fund)
Total	***$2,805,564.01***	

2. Additional Appropriations and FY 2025-26 Year-End Transfers

To support reimbursement for eligible infrastructure improvements, the following appropriations and corresponding year-end transfers are recommended:

Appropriation From	Amount	FY 2025-26 Year-End Transfer From
540 – Storm Drain Fund	$543,602	255 Fund – Citywide Storm Drainage Collection Facilities DIF
520 – Water Fund	$200,000	253 Fund – Citywide Water Source/Storage/Distribution DIF
Total	**$743,602**	

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

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

BACKGROUND

In 2004, the City approved the multi-phase College Park development, a master-planned community encompassing residential neighborhoods, public parks, school sites, and a mixed-use commercial component, all consistent with the land use designations and development standards set forth in the adopted College Park Specific Plan.

As part of the final phase of the College Park project, the developer, LS College Park, LLC was conditioned by the City to construct several off-site public improvements including the installation of master-planned storm drain facilities, potable and recycled water mains, construction of Mountain View Well No. 19 and its associated reservoir to enhance the City's water production and storage capacity.

The public improvements constructed by the developer are identified as master-planned facilities within the City's adopted Development Impact Fee (DIF) program. Pursuant to the City's DIF Ordinance, if a developer constructs a public facility listed in the DIF Nexus and Calculation Report as a condition of approval, the developer is eligible to receive reimbursement and/or credit against DIF obligations for that corresponding facility type. Accordingly, execution of a construction credit and reimbursement agreement with the City is warranted.

On November 15, 2022, the City Council formally accepted the public improvements required as part of this project (excluding Mountain View Well and Reservoir, which were accepted on August 13, 2018). This action coincided with the Council's approval of global settlement agreements resulting from coordinated negotiations between the City Attorney's Office, City staff, and multiple developers, including LS College Park, LLC. The settlements resolved long-standing disputes related to compliance with accessibility standards under the Americans with Disabilities Act (ADA) and applicable California accessibility laws for various City-approved developments dating back to the mid-2000s. Presented together, the settlement agreements established a standardized framework for the acceptance of public improvements, release of securities, and closeout of development tracts in accordance with assigned resolution categories.

The tracts within College Park are classified as Category A under the settlement framework, which applies to developments with improvement plans approved on or before December 31, 2016. These projects require no additional corrective work beyond administrative closeout. The City Council's acceptance of the public improvements on November 15, 2022, authorized the release of posted securities upon receipt of all required documentation, initiated the applicable warranty period, and transferred long-term maintenance responsibilities to the City.

ISSUES/ANALYSIS

Following final acceptance of the public improvements, the developer submitted a complete cost package to the City, including approved as-built plans, specifications, and supporting documentation for the off-site public improvements as aforementioned. City staff conducted a comprehensive review and verified the actual construction costs for eligible master-planned facilities against the cost thresholds established in the City's DIF Nexus and Calculation Report. The reconciliation of DIF credits and reimbursements is summarized in Exhibit B of the attached Construction Credit and Reimbursement Agreement.

A summary of the public improvements is as follows:

Project	**DIF Eligible Costs**	**DIF Credits**	**Reimbursement**
48" Storm Drain	$2,691,571	($2,147,970)	$543,602
Potable Water Mains	$1,825,097	($1,415,403)	$0.00[1]
Recycled Water Mains	$1,056,072	$0.00	$1,056,072
Mt. View Well / Reservoir	$3,250,000	$0.00	$3,250,000
Total	**$8,822,740**	**($3,973,067)**	**$4,849,674**

[1] *No DIF reimbursement due to the developer for potable water mains; the cost delta was offset through Community Facilities District 2005-1.*

The City has sufficient funds available to fully reimburse the developer for the 48" storm drain improvements in the amount of $543,602.

However, the Citywide Water DIF Fund (Fund 253) is currently in a deficit due to prior-year expenditures incorrectly charged to the Eastside Water Treatment Facility (EWTF) Phase 3 Project - WA19C. Under the adopted DIF Nexus Study, only Phases 1 and 2 of the EWTF are eligible for DIF funding. Phase 3 was excluded due to both local funding constraints and prohibitions tied to external state and federal grants and loans.

To correct this issue, prior-year expenditures related to EWTF Phase 3 that were inappropriately charged to the Citywide Water DIF Fund (Fund 253) and the Preserve Water DIF Fund (Fund 261) must be reallocated. Staff recommend that the Water Fund (Fund 520) reimburse each impacted DIF fund to rectify the misallocation. This correction will restore a positive balance to the affected DIF fund and enable the City to issue a partial payment to the developer in the amount of $200,000 for completed, DIF-eligible water infrastructure improvements.

Staff presented the College Park Credit and Reimbursement Agreement to the Infrastructure/Streets Committee on June 24, 2025. The Committee expressed support for staff's recommendation regarding the agreement and the proposed reimbursement to the developer. Additionally, earlier this year, staff informed both the Infrastructure/Streets Committee and the City Council that fund corrections related to Capital Improvement Projects (CIPs) would be addressed as part of an ongoing financial cleanup effort. These anticipated corrections were discussed during the annual budget process and are now being implemented. Specifically, the EWTF fund correction was initially brought forward as part of staff's reconciliation of the Pine Avenue Connector project, reflecting broader efforts to properly allocate prior-year's expenditures.

Therefore, it is staff's recommendation to the City Council to authorize the proposed fund corrections and appropriations necessary to implement the Construction Credit/Reimbursement Agreement with LS College Park, LLC, in an amount not to exceed $4,849,674.

Attachments: Exhibit A - Construction Credit & Reimbursement Agreement

CONSTRUCTION REIMBURSEMENT AGREEMENT

CITYWIDE DEVELOPMENT IMPACT FEE PROGRAM

COLLEGE PARK PUBLIC IMPROVEMENTS
(48" Storm Drain / Mountain View Well & Reservoir / Potable & Recycled Water Mains)

This CONSTRUCTION REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 2nd day of September, 2025 ("**Effective Date**"), by and between CITY OF CHINO**,** a California municipal corporation ("**City**"), and LS College Park, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are sometimes hereinafter referred to individually as "**Party**" and jointly as "**Parties**".

RECITALS

A. Developer owns certain real property consisting of 24 lots on approximately 103.5 acres generally located south of Edison Avenue between the Cypress and Magnolia Channels and north of Eucalyptus Avenue, within the College Park Specific Plan area in the City of Chino, County of San Bernardino, California **("Project")**. This is the fourth and final phase of tract Map 16838, which was tentatively and conditionally approved by the City of Chino Planning Commission on June 21, 2004. The City Council subsequently approved three phases of this tract (TM 16838-1, 16838-2, and 16838-3).

B. Developer has requested from City certain entitlements and/or permits for the Project, and City has granted the entitlements and/or permits subject to certain conditions of approval which required certain public improvements to be constructed in excess of those applicable to the Project ("**Conditions of Approval**").

C. The Conditions of Approval also required Developer to pay Development Impact Fees ("**DIFs**"), as established in 3.40 of the Chino Municipal Code ("**DIF Ordinance**"). The DIFs have been established by City to finance public facilities in furtherance of the goals and objectives of City's general plan, various facility master plans, capital improvement plans, and the nexus reports described in the DIF Ordinance ("**Nexus Reports**").

D. Developer has elected to construct the 48" storm drain improvements, 12" and 15" water lines, recycled water lines, water reservoir and well facilities within and related to the College Park Specific Plan , as required by the Conditions of Approval and shown under Exhibit A **(collectively, the "Public Improvements").**

E. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a development impact fee is imposed, Developer shall be eligible to receive a fee credit toward the DIFs imposed on the Project for the same type of public facility so constructed, and shall be entitled to reimbursement for eligible costs of constructing the public facility, provided that developer complies with the requirements of the DIF Ordinance as it may be amended from time to time.

F. City and Developer desire to enter into this Agreement for the following purposes: (i) to provide for the timely construction and completion of the Public Improvements, (ii) to ensure that construction of the Public Improvements is undertaken in accordance with the Plans and Specifications, and the laws and ordinances pertaining to the construction of public improvements, (iii) to provide the methodology for establishing the reimbursement amounts to which Developer may be entitled after completion of the Public Improvements ("**Reimbursement**"); and (iv) the requirements for Developer's transfer or application of all or any portion of the Reimbursement to third party.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree as follows:

AGREEMENT:

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Construction of Public Improvements. Developer constructed, at its own cost and expense, the Public Improvements in accordance with the Plans and Specifications and the provisions of this Agreement. Developer provided all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Public Improvements in a good and workmanlike manner. Developer has constructed the Public Improvement in accordance with Public Contract Code and complied with all applicable provisions of California law, including but not limited to the prevailing wage provisions contained in the Labor Code.

3. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Developer in connection with the performance of this Agreement ("**Claims**"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City, as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall terminate at such time as the Public Improvements are accepted by City.

4. Upon the City's acceptance of the Public Improvements on November 15, 2022, the City assumed full responsibility for the maintenance, operation, and control of the Public Improvements. Accordingly, the Developer shall bear no further obligation or liability with respect to the maintenance or repair of said Public Improvements, the applicable warranty period having duly expired.

5. DIF Credit and Reimbursement.

5.1 DIF Ordinance Reimbursement or Credit Amount. The City Engineer has determined that the total cost of the Improvements that are eligible for credit or reimbursement pursuant to Chino Municipal Code Chapter 3.40 is Eight Million Eight Hundred Twenty-Two Thousand Seven Hundred Forty and 00/100 Dollars ($8,822,740.00) **(the "Total DIF Cost")**.

5.2 Of the Total DIF Cost, the Developer has applied a DIF credit in the amount of Two Million One Hundred Forty-Seven Thousand Seven Hundred Ninety Dollars ($2,147,790) toward the Citywide DIF Storm Drain component, and a project credit in the amount of One Million Four Hundred Fifteen Thousand Five Hundred Three Dollars ($1,415,503) toward the Citywide DIF Water Storage and Distribution component **(collectively, "DIF Credits")**. The DIF Credits have been applied in accordance with Section 3.40.110.B of the Chino Municipal Code. The DIF Credit allocations are detailed in *Exhibit B*, titled "Tract Map No. 16838 DIF Costs and Credit Reconciliation," which is attached hereto and incorporated herein by reference.

5.3 Remaining Reimbursement and Project Credit. An amount equal to the Total DIF Cost as shown in Column 3 of Exhibit B, as confirmed by the City Engineer, less the total Project DIF

Credits received of $3,563.372, as shown in Column 4 of Exhibit B remains to be returned to Developer as a DIF reimbursement in the amount of $543,602 from the Citywide DIF Storm Drain component and $4,306,072 from the Citywide DIF Water Storage and Distribution component as shown in Column 5 of Exhibit B (collectively, "**DIF Reimbursement**"). The City Engineer and Developer agree that (i) the DIF obligation of the Project has been satisfied through the construction of the Public Improvements and receipt of the DIF Credits; (ii) the documentation substantiating the construction costs of the Public Improvements in compliance with the provisions of this Agreement is complete; and (iii) the Developer is eligible to receive the DIF Reimbursement amount set forth in Exhibit B. The City shall pay the DIF Reimbursement to the Developer for the respective fee component in accordance with the provisions of the DIF Ordinance. Notwithstanding anything herein to the contrary, the City agrees that the Developer may elect to convert the DIF Reimbursement amount into fee credits, which may be transferred to other projects within the City upon written notice from Developer or Developer may elect to fund any portion of the DIF Reimbursement through proceeds of CFD No. 2005-1.

6. Miscellaneous.

6.1 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

6.2 Authority to Enter Agreement. Each person executing this Agreement on behalf of Developer represents and warrants that he or she has the legal power, right and authority to execute this Agreement on behalf of Developer and that this Agreement is binding upon Developer.

6.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any person shall be in writing and either served personally, communicated electronic mail (with a receipt requested), or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City:	City of Chino 13220 Central Ave. Chino, CA 91710 Attn: Director of Public Works Email: hjlee@cityofchino.org
With Copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attn: Fred Galante, Esq. Email: fgalante@awattorneys.com
To Developer:	c/o Lennar Homes 4140 Temescal Canyon Dr., Ste. 410 Corona, CA 92883 Attn: Geoff Smith Email: geoffrey.smith@lennar.com

6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

6.5 Construction; References; Captions. The Parties agree that the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and executed by both Parties.

6.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

6.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

6.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.11 Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California.

6.12 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

6.13 City Officers and Employees. No officer or employee of City shall be personally liable to Developer or any successors in interest in the event of any default or breach by City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to City or any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to City or their successors in interest or for breach of any obligation of the terms of this Agreement.

6.14 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

6.15 **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Location of DIF Eligible Improvements
Exhibit B	DIF Costs and Credit Reconciliation

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

LS College Park, LLC
a Delaware limited liability company

By:_____
Its: _____

DATED: _____ , 2025

CITY:

CITY OF CHINO, a municipal corporation

By: _____
Dr. Linda Reich
City Manager

DATED: _____ , 2025

ATTEST:

_____
Natalie Gonzaga, City Clerk

DATED: _____ , 2025

APPROVED AS TO CONTENT:

_____
Hye Jin Lee
Director of Public Works

DATED: _____ , 2025

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

DATED: _____ , 2025

DEVELOPER: TWO PERSONS AUTHORIZED BY THE APPLICABLE ENTITY FORMATION DOCUMENTS SHALL EXECUTE THIS AGREEMENT. COPIES OF APPLICABLE DOCUMENTS EVIDENCING SUCH AUTHORITY SHALL BE PROVIDED TO CITY. DEVELOPER SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE APPLICABLE FORMATION DOCUMENTS FOR THE ENTITY.

Exhibit A

Location of DIF Eligible Improvements

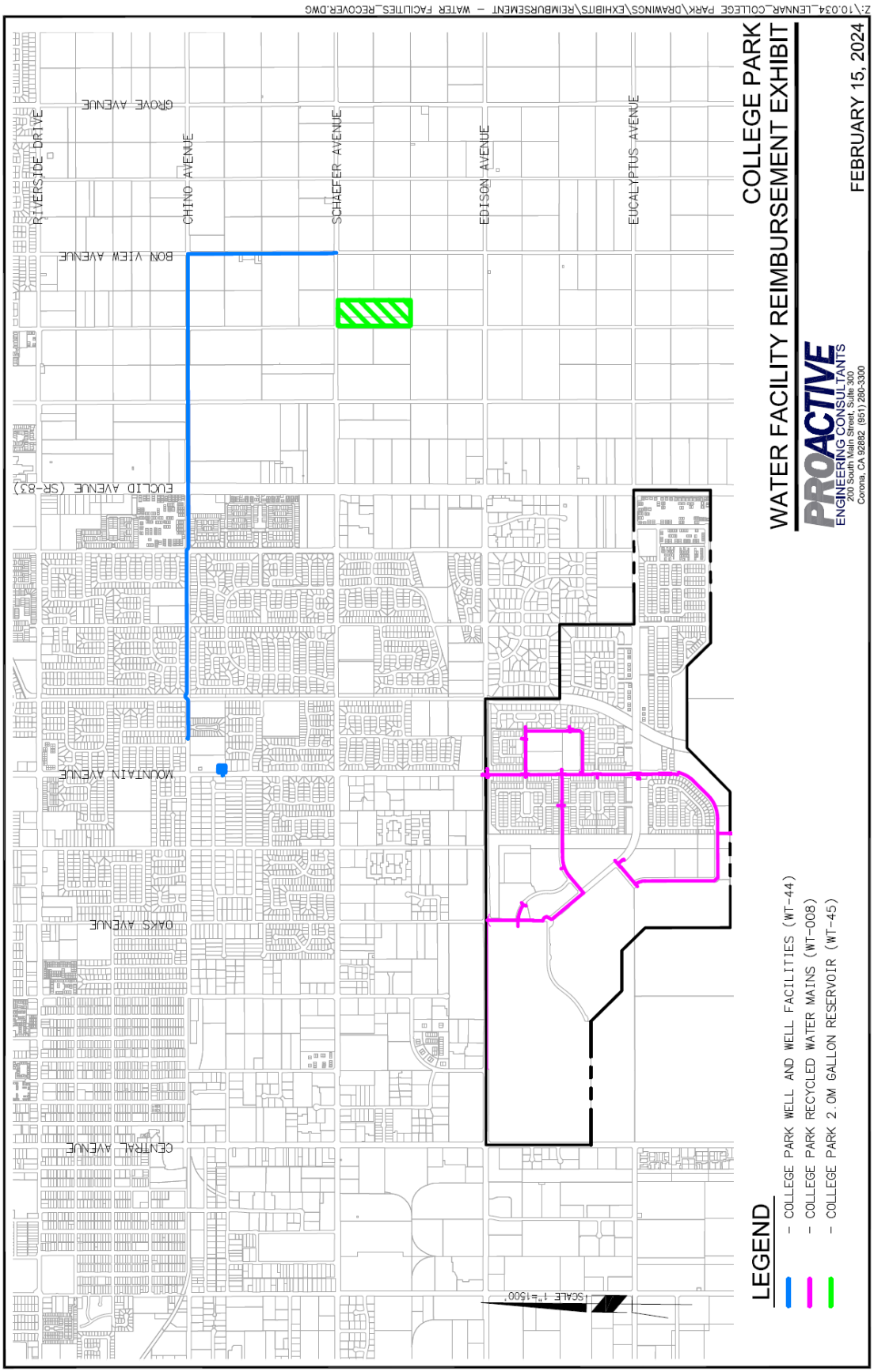


Exhibit A

Location of DIF Eligible Improvements

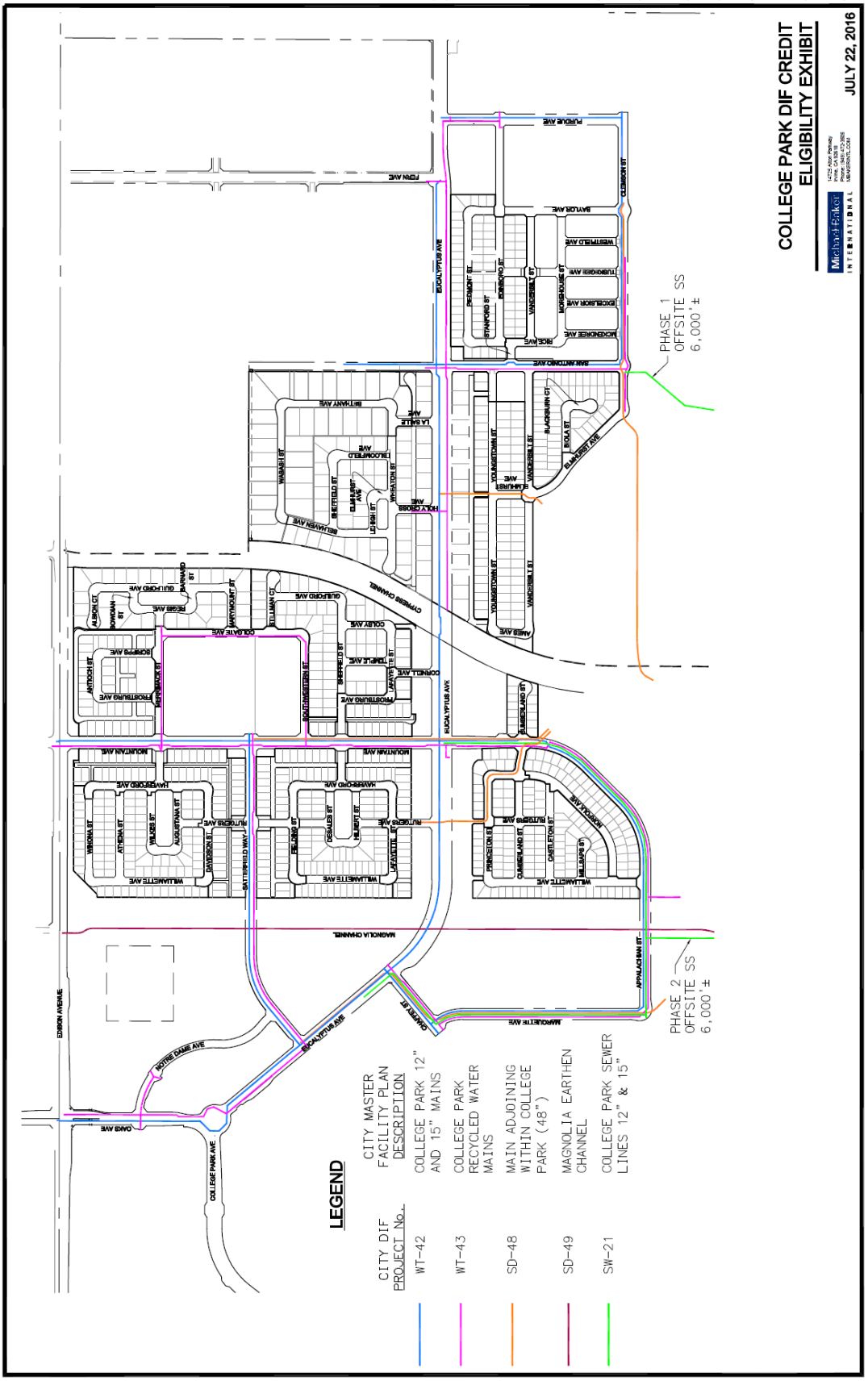


Exhibit B

Tract Map No. 16838 DIF Costs and Credit Reconciliation

City DIF Project No.	City Master Facilities Plan Description *Column*	Max DIF Costs (a) *(1)*	Dev. Const. Costs (b) *(2)*	Dev. DIF Credit Eligible Costs (c) *(3)*	Project DIF Credit Received (d) *(4)*	City DIF Reimb. Amount (e) *(3)-(4)=(5)*
Storm Drain (SD-19)	Mains adjoining within College Park (48" & >)	$4,612,920	$3,981,835	$2,691,571	$2,147,970	$543,602
TOTAL – STORM DRAIN COSTS		**$4,612,920**	**$3,981,835**	**$2,691,571**	**$2,147,970**	**$543,602**
WT-006	College Park 12" and 15" Mains	$2,408,000	$1,825,097	$1,825,097	$1,415,403	$0
WT-007 WT-008	College Park Recycled Water Mains	$1,622,350	$1,056,072	$1,056,072	0	$1,056,072
WT-001	Mountain View Well 19 Facilities & Reservoir	$3,250,000	$6,052,018	$3,250,000	0	$3,250,000
TOTAL - WATER COSTS		**$7,280,350**	**$8,933,187**	**$6,131,169**	**$1,415,403**	**$4,306,072**
TOTAL PROJECT COSTS		**$11,893,270**	**$12,915,022**	**$8,822,740**	**$3,563,373**	**$4,849,674**

Notes:

(a) Represents the costs shown in the City's Master Facilities Plan dated January, 2018.

(b) Represents the actual cost of the master plan facilities constructed by the Developer.

(c) Represents the total DIF credit based on the lesser of Developer actual costs eligible for DIF credit or DIF Project cost specified in the Master Facilities Plan.

(d) Represents an amount equal to the DIF fee obligation of the project for which the Developer received DIF credits.

(e) Represents the developer oversizing costs eligible for DIF Reimbursement by the City. Note, No DIF reimbursement due to the developer for potable water mains; the cost delta was offset through Community Facilities District 2016-2.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Assumption and Partial Assignment of Development Agreement by and among the City of Chino, Chino Development Corporation, and Block 11 Builders (Tract Map No. 16420-6).

RECOMMENDATION

1) Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and Richmond American Homes of Maryland, Inc., a Maryland corporation; 2) Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and Beazer Homes Holdings, LLC, a Delaware limited liability company; 3) Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and Lennar Homes of California, LLC, a California limited liability company; 4) Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and Shea Homes Limited Partnership, a California limited partnership; and 5) Authorize the City Manager to execute all documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Public Service Excellence through Internal and External Partnerships

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

BACKGROUND

In 2004, the City of Chino entered into a Development Agreement (DA) with three entities affiliated with the Lewis Management Corporation known as Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC (collectively referred to as the Lewis Companies). The DA was established to guide the orderly development of The Preserve, a master-planned residential and commercial community. It outlined the terms and conditions applicable to development on property owned by Lewis Companies and defined the respective rights and obligations of the developer and the City throughout the development process.

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved a 32.63-acre Master Site Approval PL21-0056 and Tentative Tract Map No. 20445 for the future development of 305 single-family homes within four neighborhoods, a pocket park, and private recreation center located in the MDR (Medium Density Residential) and CC16 (Community Core 16) land use designations known as "Block 11". This project is generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

On June 6, 2023, the City Council approved an Amended and Restated DA to incorporate updated terms and conditions that support responsible long-range planning and fiscal stability through the build-out of the Preserve Specific Plan area.

The developer, Chino Preserve Development Corporation, a Lewis Management Corporation company ("Lewis"), received City approval of Final Map No. 16420-6 on April 1, 2025, to subdivide a portion of the previously approved Tentative Tract Map No. 16420, as shown in Exhibit A. Lewis is actively developing the site and has entered into purchase agreements with four guest builders, with escrow closures occurring this Summer 2025.

The guest builders will assume responsibility for completing the remaining public improvements originally assigned to Chino Preserve Development Corporation. This transition requires the execution of replacement Subdivision Improvement Agreements (SIAs) and the posting of new securities, which will be presented to the City Council as a separate action.

ISSUES/ANALYSIS

Pursuant to the terms of the DA, the Lewis Companies have the right to sell, transfer, or assign property, in whole or in part, provided such transfers do not violate the provisions of the

Subdivision Map Act (Government Code Section 66410 et seq.) or Title 19 of the Chino Municipal Code.

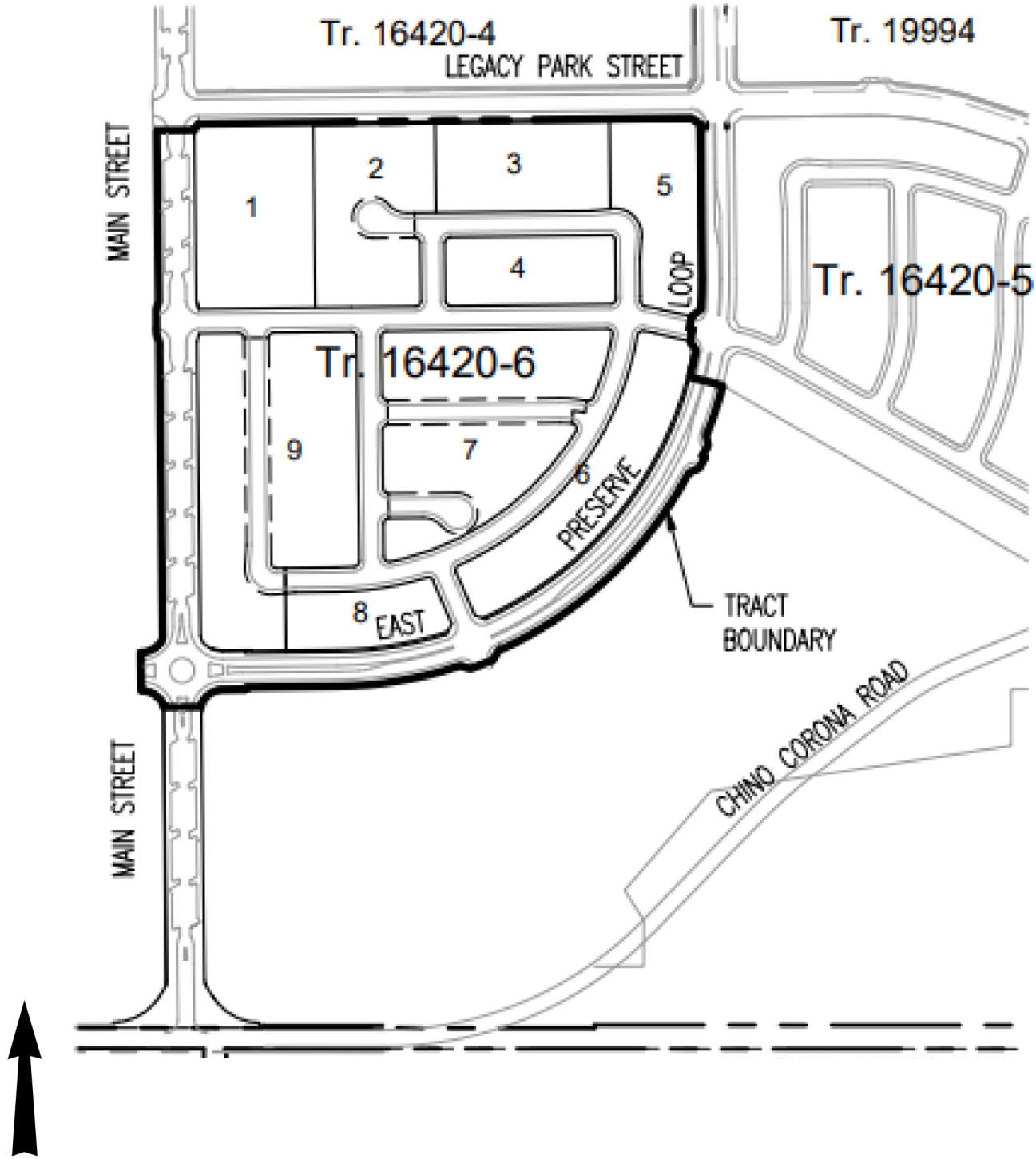
In accordance with these provisions, the Lewis Companies have approached the City to request approval of Partial Assignment and Assumption Agreements with four guest builders for the acquisition of specific properties, as described in Exhibit A of each respective Agreement and attached collectively as Exhibit B. Because these properties are subject to the existing DA, City Council consent is required to authorize the Partial Assignment and Assumption Agreements (collectively, the “Assignments”) as outlined in the attached documents.

The Lewis Companies are selling the subject properties pursuant to the terms and conditions of separate Purchase and Sale Agreements with Richmond American Homes of Maryland, Inc.; Beazer Homes Holdings, LLC; Lennar Homes of California, LLC; and Shea Homes Limited Partnership. Each Assignment requires the City to release Chino Preserve Development Corporation from its obligations under the DA as they pertain to the property being conveyed.

Staff is not aware of any outstanding concerns that would preclude this release and sale of the subject properties. Therefore, staff recommend that the City Council approve the Assignments of the Preserve DA between the City of Chino, CPDC, and each respective guest builder.

Attachments: Exhibit A - Location Map: Tract Map No. 16420-6
Exhibit B - Partial Assignment of the Preserve Development Agreement:
1. Shea Homes Limited Partnership
2. Lennar Homes of California, LLC
3. Beazer Homes Holdings, LLC
4. Richmond American Homes of Maryland, Inc

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SHEA HOMES LIMITED PARTNERSHIP
2 Ada, Suite 200
Irvine, CA 92618
Attention: Community Development

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement ("***Agreement***") is dated for informational purposes only as of the 2nd day of May, 2025, and is entered into by and between CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("***Assignor***"), and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("***Assignee***").

RECITALS

A. Assignor, and its affiliates, Chino Holding Company, LLC, a Delaware limited liability company, and Chino Development Corporation, a California corporation, and the City of Chino, a California municipal corporation ("***City***"), are parties to that certain Preserve Development Agreement adopted June 1, 2004 and recorded on June 17, 2004 as Document No. 2004-0428962 in the Official Records of the County Recorder of San Bernardino County, California (the "***Official Records***"), as amended by that certain First Amendment to Preserve Development Agreement recorded in the Official Records on December 22, 2008 as Document No. 2008-0563617, by that certain Second Amendment to Preserve Development Agreement recorded in the Official Records on February 20, 2014 as Document No. 2014-0068048, and by that certain Third Amendment to Preserve Development Agreement recorded in the Official Records on November 15, 2016 as Document No. 2016-0481584, as further amended and restated by that certain Amended and Restated Development Agreement recorded in the Official Records on July 26, 2023 as Document No. 2023-0182285 (as so amended, and as may be further amended, the "***Development Agreement***").

B. Assignee has or will purchase from Assignor that certain real property identified on Exhibit "A" attached hereto (the "***Property***") in accordance with the terms of that certain Purchase and Sale Agreement dated March 18, 2025, between Assignor and Assignee (the "***Purchase Agreement***"). This Agreement shall be effective as of the later of (i) the date that the grant deed conveying the Property to Assignee is recorded in the Official Records and (ii) the date that this Agreement is recorded in the Official Records (the "***Effective Date***").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights. Except for the **"*Excluded Rights and Obligations*"** listed in **Schedule 1** which shall remain the rights and obligations of Assignor, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's rights, title, interests, and obligations to, in and under the Development Agreement arising from and after the Effective Date solely with respect to the Property. This Agreement is only intended to assign those rights and obligations of Assignor under the Development Agreement which concern the Property and does not assign any rights or obligations under the Development Agreement with regards to any of the other land described in the Development Agreement. Assignor makes no representation or warranties, express or implied, concerning the Development Agreement, except as provided herein.

2. Assumption of Responsibilities. Assignee does hereby expressly and unconditionally agree to assume all of Assignor's rights, title and interests to, in and under the Development Agreement as well as all responsibilities, liabilities and obligations under the Development Agreement, in each case solely to the extent arising from and after the Effective Date and solely to the extent relating to the Property, except for the Excluded Rights and Obligations. Assignee shall not be responsible for any default by Assignor with regards to the Property under the Development Agreement prior to the Effective Date.

3. Confirmatory Acts, Instruments. Each party hereby covenants to the other party that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party, its nominees, successors, and/or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Assignor intended to be transferred and assigned hereby.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties.

5. Effectivity and Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall be effective upon the Effective Date.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, its affiliated entities and persons, and their respective members, partners, officers, directors, shareholders and employees from any claims, demands, loss, liability, damages, costs or expenses (including attorneys' fees) made against or suffered by Assignor with regard to any breach by Assignee of the Development Agreement from and after the Effective Date.

8. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.

9. Notice. The Notice Address described in the Development Agreement for the Assignee shall be:

If to Assignee:

Attention: John C. Danvers,
Shea Homes Limited Partnership
2 Ada, Suite 200
Irvine, CA 92618
Telephone: (949) 526-8835
Email: john.danvers@sheahomes.com

with copy to:

SHEA HOMES LIMITED PARTNERSHIP
9990 Mesa Rim Road, Suite 200
San Diego, CA 92121
Telephone: (858) 526-6541

10. Representation. Assignor represents and warrants to Assignee that the Development Agreement is in full force and effect, that Assignor is not in breach or default thereof, and that to the actual knowledge of Assignor, no event has occurred that with the passage of time or giving of notice would constitute a default or breach of the Development Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts which together shall constitute the Agreement.

[***Signatures Appear on Following Pages***]

"Assignor"

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By:_____
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO DEVELOPMENT CORPORATION,
a California corporation

By:_____
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: North Mountain Corporation,
a California corporation,
its Sole Manager

By:_____
Name: John M. Goodman
Title: Senior EVP/CEO

"Assignee"

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Nicole Murray
Its: Authorized Agent

By: _____
Name: Michael Ciauri
Its: Authorized Agent

Pursuant to Section 12.2 of the Development Agreement, City hereby approves of this Partial Assignment and Assumption of Development Agreement and acknowledges that Assignor, upon actual transfer of ownership, will have satisfied the conditions to the release of a transferring Owner set forth in Section 12.2 of the Development Agreement, and shall be released from its obligations under the Development Agreement (other than the Excluded Rights and Obligations) arising from and after the Effective Date and solely with respect to the Property.

READ AND APPROVED:

City of Chino,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

ATTEST:

_____

[*NOTE: THIS PAGE NOT TO BE RECORDED*]

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 _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

_____ (Seal)

Signature

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 _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

_____ (Seal)

Signature

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 _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

_____ (Seal)

Signature

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 _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

_____ (Seal)

Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Orange

On 5/5/25 before me, Natalie Martin, a Notary Public personally appeared Michael Ciauri and Nicole Murray 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 Natalie Martin **(Seal)**

NATALIE MARTIN
Notary Public - California
Orange County
Commission # 2497658
My Comm. Expires Aug 16, 2028

SCHEDULE 1 OF PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
EXCLUDED RIGHTS AND OBLIGATIONS

Excluded Obligations:

All obligations except those which concern any Buyer Improvements (as defined in the Purchase Agreement) or Assignee's construction of Residences (as defined in the Purchase Agreement) on the Property.

Excluded Rights:

All rights except those set forth in Sections 2 and 4 of the Development Agreement which provide vested rights for the development of the Property.

EXHIBIT A TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[LEGAL DESCRIPTION TO BE ATTACHED AFTER FINAL A MAP IS RECORDED]

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lennar Homes of California, LLC
4140 Temescal Rd., Ste 410
Corona, CA 92883
Attention: Nic Vislay

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement ("***Agreement***") is dated for informational purposes only as of the 29th day of January, 2025, and is entered into by and between CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("***Assignor***"), and LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company ("***Assignee***").

RECITALS

A. Assignor, and its affiliates, Chino Holding Company, LLC, a Delaware limited liability company, and Chino Development Corporation, a California corporation, and the City of Chino, a California municipal corporation ("***City***"), are parties to that certain Preserve Development Agreement adopted June 1, 2004 and recorded on June 17, 2004 as Document No. 2004-0428962 in the Official Records of the County Recorder of San Bernardino County, California (the "***Official Records***"), as amended by that certain First Amendment to Preserve Development Agreement recorded in the Official Records on December 22, 2008 as Document No. 2008-0563617, by that certain Second Amendment to Preserve Development Agreement recorded in the Official Records on February 20, 2014 as Document No. 2014-0068048, and by that certain Third Amendment to Preserve Development Agreement recorded in the Official Records on November 15, 2016 as Document No. 2016-0481584, as further amended and restated by that certain Amended and Restated Development Agreement recorded in the Official Records on July 26, 2023 as Document No. 2023-0182285 (as so amended, and as may be further amended, the "***Development Agreement***").

B. Assignee has or will purchase from Assignor that certain real property identified on Exhibit "A" attached hereto (the "***Property***") in accordance with the terms of that certain Purchase and Sale Agreement dated January 24, 2025, between Assignor and Assignee (the "***Purchase Agreement***"). This Agreement shall be effective as of the later of (i) the date that the grant deed conveying the Property to Assignee is recorded in the Official Records and (ii) the date that this Agreement is recorded in the Official Records (the "***Effective Date***").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights. Except for the **"*Excluded Rights and Obligations*"** listed in **Schedule 1** which shall remain the rights and obligations of Assignor, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's rights, title, interests, and

obligations to, in and under the Development Agreement arising from and after the Effective Date solely with respect to the Property. This Agreement is only intended to assign those rights and obligations of Assignor under the Development Agreement which concern the Property and does not assign any rights or obligations under the Development Agreement with regards to any of the other land described in the Development Agreement. Assignor makes no representation or warranties, express or implied, concerning the Development Agreement, except as provided herein.

2. Assumption of Responsibilities. Assignee does hereby expressly and unconditionally agree to assume all of Assignor's rights, title and interests to, in and under the Development Agreement as well as all responsibilities, liabilities and obligations under the Development Agreement, in each case solely to the extent arising from and after the Effective Date and solely to the extent relating to the Property, except for the Excluded Rights and Obligations. Assignee shall not be responsible for any default by Assignor with regards to the Property under the Development Agreement prior to the Effective Date.

3. Confirmatory Acts, Instruments. Each party hereby covenants to the other party that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party, its nominees, successors, and/or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Assignor intended to be transferred and assigned hereby.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties.

5. Effectivity and Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall be effective upon the Effective Date.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, its affiliated entities and persons, and their respective members, partners, officers, directors, shareholders and employees from any claims, demands, loss, liability, damages, costs or expenses (including attorneys' fees) made against or suffered by Assignor with regard to any breach by Assignee of the Development Agreement from and after the Effective Date.

8. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.

9. Notice. The Notice Address described in the Development Agreement for the Assignee shall be:

If to Assignee:	Attention: Nic Vislay Lennar Homes of California, LLC 4140 Temescal Rd., Ste 410 Corona, CA 92883 Telephone: (951) 817-3501 Email: Nicolas.Vislay@Lennar.com
with a copy to:	Attention: Marc Hardy, Esq. Lennar Homes 2000 Five Point, 3rd Floor Irvine, CA 92618 Telephone: (949) 807-8490 Email: Marc.Hardy@Lennar.com

10. Representation. Assignor represents and warrants to Assignee that the Development Agreement is in full force and effect, that Assignor is not in breach or default thereof, and that to the actual knowledge of Assignor, no event has occurred that with the passage of time or giving of notice would constitute a default or breach of the Development Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts which together shall constitute the Agreement.

[***Signatures Appear on Following Pages***]

"**Assignor**"

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: North Mountain Corporation,
a California corporation,
its Sole Manager

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

"**Assignee**"

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By:
Name: Geoffrey Smith
Its: Vice President

Pursuant to Section 12.2 of the Development Agreement, City hereby approves of this Partial Assignment and Assumption of Development Agreement and acknowledges that Assignor, upon actual transfer of ownership, will have satisfied the conditions to the release of a transferring Owner set forth in Section 12.2 of the Development Agreement, and shall be released from its obligations under the Development Agreement (other than the Excluded Rights and Obligations) arising from and after the Effective Date and solely with respect to the Property.

READ AND APPROVED:

City of Chino,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

ATTEST:

_____

[*NOTE: THIS PAGE NOT TO BE RECORDED*]

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 Riverside

On January 29, 2025 before me, Nicole M. Gastelum, Notary Public, personally appeared Geoffrey Smith, 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.

Nicole Gastelum
Signature (Seal)

NICOLE M. GASTELUM
Notary Public - California
Riverside County
Commission # 2387032
My Comm. Expires Dec 16, 2025

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 February 5, 2025, before me, Araceli Aguilera, Notary Public, personally appeared John M. Goodman, 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 (Seal)

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2351771
My Comm. Expires Mar 16, 2025

SCHEDULE 1 OF PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
EXCLUDED RIGHTS AND OBLIGATIONS

Excluded Obligations:

All obligations except those which concern any Buyer Improvements (as defined in the Purchase Agreement) or Assignee's construction of Residences (as defined in the Purchase Agreement) on the Property.

Excluded Rights:

All rights except those set forth in Sections 2 and 4 of the Development Agreement which provide vested rights for the development of the Property.

EXHIBIT A TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Legal description to be attached after the Final Map is recorded.]

2165-129224\1698695.2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Chino Preserve Development Corporation
c/o Lewis Management Corp.
Attn: Legal Dept. (Brad Francke)
P. O. Box 670
Upland, CA 91785-0670
1156 North Mountain Avenue
Upland, CA 91786

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement ("***Agreement***") is dated for informational purposes only as of the 17th day of March, 2025, and is entered into by and between CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("***Assignor***"), and BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company ("***Assignee***").

RECITALS

A. Assignor, and its affiliates, Chino Holding Company, LLC, a Delaware limited liability company, and Chino Development Corporation, a California corporation, and the City of Chino, a California municipal corporation ("***City***"), are parties to that certain Amended and Restated Development Agreement dated June 20, 2023 and recorded on July 26, 2023 as Document No. 2023-0182285 in the Official Records of the County Recorder of San Bernardino County, California (the "***Official Records***") (as may be further amended, the "***Development Agreement***").

B. Assignee has or will purchase from Assignor that certain real property identified on Exhibit "A" attached hereto (the "***Property***") in accordance with the terms of that certain Purchase and Sale Agreement dated February 28, 2025, between Assignor and Assignee (the "***Purchase Agreement***"). This Agreement shall be effective as of the later of (i) the date that the grant deed conveying the Property to Assignee is recorded in the Official Records and (ii) the date that this Agreement is recorded in the Official Records (the "***Effective Date***").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights. Except for the **"Excluded Rights and Obligations"** listed in **Schedule 1** which shall remain the rights and obligations of Assignor, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's rights, title, interests, and obligations to, in and under the Development Agreement arising from and after the Effective Date solely with respect to the Property. This Agreement is only intended to assign those rights and obligations of Assignor under the Development Agreement which concern the Property and does not assign any rights or obligations under the Development Agreement with regards to any of the other land described in the Development Agreement. Assignor makes no representation

or warranties, express or implied, concerning the Development Agreement, except as provided herein.

2. Assumption of Responsibilities. Assignee does hereby expressly and unconditionally agree to assume all of Assignor's rights, title and interests to, in and under the Development Agreement as well as all responsibilities, liabilities and obligations under the Development Agreement, in each case solely to the extent arising from and after the Effective Date and solely to the extent relating to the Property, except for the Excluded Rights and Obligations. Assignee shall not be responsible for any default by Assignor with regards to the Property under the Development Agreement prior to the Effective Date.

3. Confirmatory Acts, Instruments. Each party hereby covenants to the other party that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party, its nominees, successors, and/or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Assignor intended to be transferred and assigned hereby.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties.

5. Effectivity and Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall be effective upon the Effective Date.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, its affiliated entities and persons, and their respective members, partners, officers, directors, shareholders and employees from any claims, demands, loss, liability, damages, costs or expenses (including attorneys' fees) made against or suffered by Assignor with regard to any breach by Assignee of the Development Agreement from and after the Effective Date.

8. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.

9. Notice. The Notice Address described in the Development Agreement for the Assignee shall be:

If to Assignee:

Attention: Jed Solomon
Beazer Homes Holdings, LLC
310 Commerce Street, Suite 150
Irvine, CA 92602
Email: Jed.Solomon@beazer.com

with copies to:

Attention: Adam J. Gillman
Deverich & Gillman LLP
20 Pacifica, Suite 320
Irvine, CA 92618
Email: agillman@dgllp.com

and

Attention: Nicole C. Kibert Basler, Esq.
Beazer Homes Holdings, LLC
2002 Summit Blvd., 15th Floor
Atlanta, GA 30319
Email: nicole.kibertbasler@beazer.com

10. Representation. Assignor represents and warrants to Assignee that the Development Agreement is in full force and effect, that Assignor is not in breach or default thereof, and that to the actual knowledge of Assignor, no event has occurred that with the passage of time or giving of notice would constitute a default or breach of the Development Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts which together shall constitute the Agreement.

[***Signatures Appear on Following Pages***]

"**Assignor**"

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: North Mountain Corporation,
a California corporation,
its Sole Manager

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

"**Assignee**"

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

By: [signature]
Name: Jed Solomon
Its: Vice President

Pursuant to Section 12.2 of the Development Agreement, City hereby approves of this Partial Assignment and Assumption of Development Agreement and acknowledges that Assignor, upon actual transfer of ownership, will have satisfied the conditions to the release of a transferring Owner set forth in Section 12.2 of the Development Agreement, and shall be released from its obligations under the Development Agreement (other than the Excluded Rights and Obligations) arising from and after the Effective Date and solely with respect to the Property.

READ AND APPROVED:

City of Chino,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

ATTEST:

_____

[***NOTE: THIS PAGE NOT TO BE RECORDED***]

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

STATE OF California
COUNTY OF Orange

On May 29th, 2025, before me, Alexis Cano, Notary Public, personally appeared Jed Solomon, 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

(Seal)

Alexis Cano
COMM# 2506028
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 12/5/2028

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 Californica
COUNTY OF San Bernardino

On June 4, 2025, before me, Arceli Aguilera, Notary Public, personally appeared John M. Goodman, 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

(Seal)

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2514932
My Comm. Expires Mar 22, 2029

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 June 4, 2025, before me, Araceli Aguilera, Notary Public, personally appeared John M. Goodman, 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 (Seal)

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2514932
My Comm. Expires Mar 22, 2029

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 June 4, 2025, before me, Araceli Aguilera, Notary Public, personally appeared John M. Goodman, 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 (Seal)

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2514932
My Comm. Expires Mar 22, 2029

SCHEDULE 1 OF PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
EXCLUDED RIGHTS AND OBLIGATIONS

Excluded Obligations:

All obligations except those which concern any Buyer Improvements (as defined in the Purchase Agreement) or Assignee's construction of Residences (as defined in the Purchase Agreement) on the Property.

Excluded Rights:

All rights except those set forth in Sections 2 and 4 of the Development Agreement which provide vested rights for the development of the Property.

EXHIBIT A TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Legal description to be attached after the Final A Map is recorded.]

2165-129209\1703088.2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Chino Preserve Development Corporation
c/o Lewis Management Corp.
Attn: Legal Department (WBF)
P. O. Box 670
Upland, CA 91785-0670
1156 North Mountain Avenue
Upland, CA 91786

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement ("***Agreement***") is dated for informational purposes only as of the 28th day of January, 2025, and is entered into by and between CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("***Assignor***"), and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation ("***Assignee***").

RECITALS

A. Assignor, and its affiliates, Chino Holding Company, LLC, a Delaware limited liability company, and Chino Development Corporation, a California corporation, and the City of Chino, a California municipal corporation ("***City***"), are parties to that certain Amended and Restated Development Agreement dated June 20, 2023 and recorded on July 26, 2023 as Document No. 2023-0182285 in the Official Records of the County Recorder of San Bernardino County, California (the "***Official Records***") (as may be further amended, the "***Development Agreement***").

B. Assignee has or will purchase from Assignor that certain real property identified on Exhibit "A" attached hereto (the "***Property***") in accordance with the terms of that certain Purchase and Sale Agreement dated January 23, 2025, between Assignor and Assignee (the "***Purchase Agreement***"). This Agreement shall be effective as of the later of (i) the date that the grant deed conveying the Property to Assignee is recorded in the Official Records and (ii) the date that this Agreement is recorded in the Official Records (the "***Effective Date***").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights. Except for the **"*Excluded Rights and Obligations*"** listed in **Schedule 1** which shall remain the rights and obligations of Assignor, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's rights, title, interests, and obligations to, in and under the Development Agreement arising from and after the Effective Date solely with respect to the Property. This Agreement is only intended to assign those rights and obligations of Assignor under the Development Agreement which concern the Property and does not assign any rights or obligations under the Development Agreement with regards to any of the other land described in the Development Agreement. Assignor makes no representation

or warranties, express or implied, concerning the Development Agreement, except as provided herein.

2. Assumption of Responsibilities. Assignee does hereby expressly and unconditionally agree to assume all of Assignor's rights, title and interests to, in and under the Development Agreement as well as all responsibilities, liabilities and obligations under the Development Agreement, in each case solely to the extent arising from and after the Effective Date and solely to the extent relating to the Property, except for the Excluded Rights and Obligations. Assignee shall not be responsible for any default by Assignor with regards to the Property under the Development Agreement prior to the Effective Date.

3. Confirmatory Acts, Instruments. Each party hereby covenants to the other party that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party, its nominees, successors, and/or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Assignor intended to be transferred and assigned hereby.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties.

5. Effectivity and Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall be effective upon the Effective Date.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, its affiliated entities and persons, and their respective members, partners, officers, directors, shareholders and employees from any claims, demands, loss, liability, damages, costs or expenses (including attorneys' fees) made against or suffered by Assignor with regard to any breach by Assignee of the Development Agreement from and after the Effective Date.

8. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.

9. Notice. The Notice Address described in the Development Agreement for the Assignee shall be:

If to Assignee:

Richmond American Homes of Maryland, Inc.
5171 California Avenue, Suite 120
Irvine, CA 92617
Attention: James Furey
Telephone: (949) 467-2680

And:

Attention: Larry Hsia
Telephone: (949) 467-2643

with a copy to:

Attention: Richard E. Englebright Jr., Esq.
M.D.C. Holdings, Inc.
3200 Douglas Boulevard, Suite 110
Roseville, CA 95661

And:

M.D.C. Holdings, Inc.
4350 S. Monaco Street
Denver, Colorado 80237
Attn: Kimberly Vantine

10. Representation. Assignor represents and warrants to Assignee that the Development Agreement is in full force and effect, that Assignor is not in breach or default thereof, and that to the actual knowledge of Assignor, no event has occurred that with the passage of time or giving of notice would constitute a default or breach of the Development Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts which together shall constitute the Agreement.

[***Signatures Appear on Following Pages***]

"**Assignor**"

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO DEVELOPMENT CORPORATION,
a California corporation

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: North Mountain Corporation,
a California corporation,
its Sole Manager

By: John M Goodman
Name: John M. Goodman
Title: Senior EVP/CEO

"**Assignee**"

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

By: _____
Name: Larry C. Hsia
Its: Vice President - Land Acquisition

Pursuant to Section 12.2 of the Development Agreement, City hereby approves of this Partial Assignment and Assumption of Development Agreement and acknowledges that Assignor, upon actual transfer of ownership, will have satisfied the conditions to the release of a transferring Owner set forth in Section 12.2 of the Development Agreement, and shall be released from its obligations under the Development Agreement (other than the Excluded Rights and Obligations) arising from and after the Effective Date and solely with respect to the Property.

READ AND APPROVED:

City of Chino,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

ATTEST:

_____

[***NOTE: THIS PAGE NOT TO BE RECORDED***]

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 February 5, 2025, before me, Araceli Aguilera, Notary Public, personally appeared John M. Goodman, 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.

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2351771
My Comm. Expires Mar 16, 2025

Signature (Seal)

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 _____
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, 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 (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF **CALIFORNIA)** SS

COUNTY OF **ORANGE**

On 1/29/2025, before me, T. Ris, a Notary Public, personally appeared Larry C. Hsia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

T. RIS
Notary Public - California
Orange County
Commission # 2361493
My Comm. Expires Jun 16, 2025

This area for official notarial seal.

SCHEDULE 1 OF PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
EXCLUDED RIGHTS AND OBLIGATIONS

Excluded Obligations:

All obligations except those which concern any Buyer Improvements (as defined in the Purchase Agreement) or Assignee's construction of Residences (as defined in the Purchase Agreement) on the Property.

Excluded Rights:

All rights except those set forth in Sections 2 and 4 of the Development Agreement which provide vested rights for the development of the Property.

EXHIBIT A TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

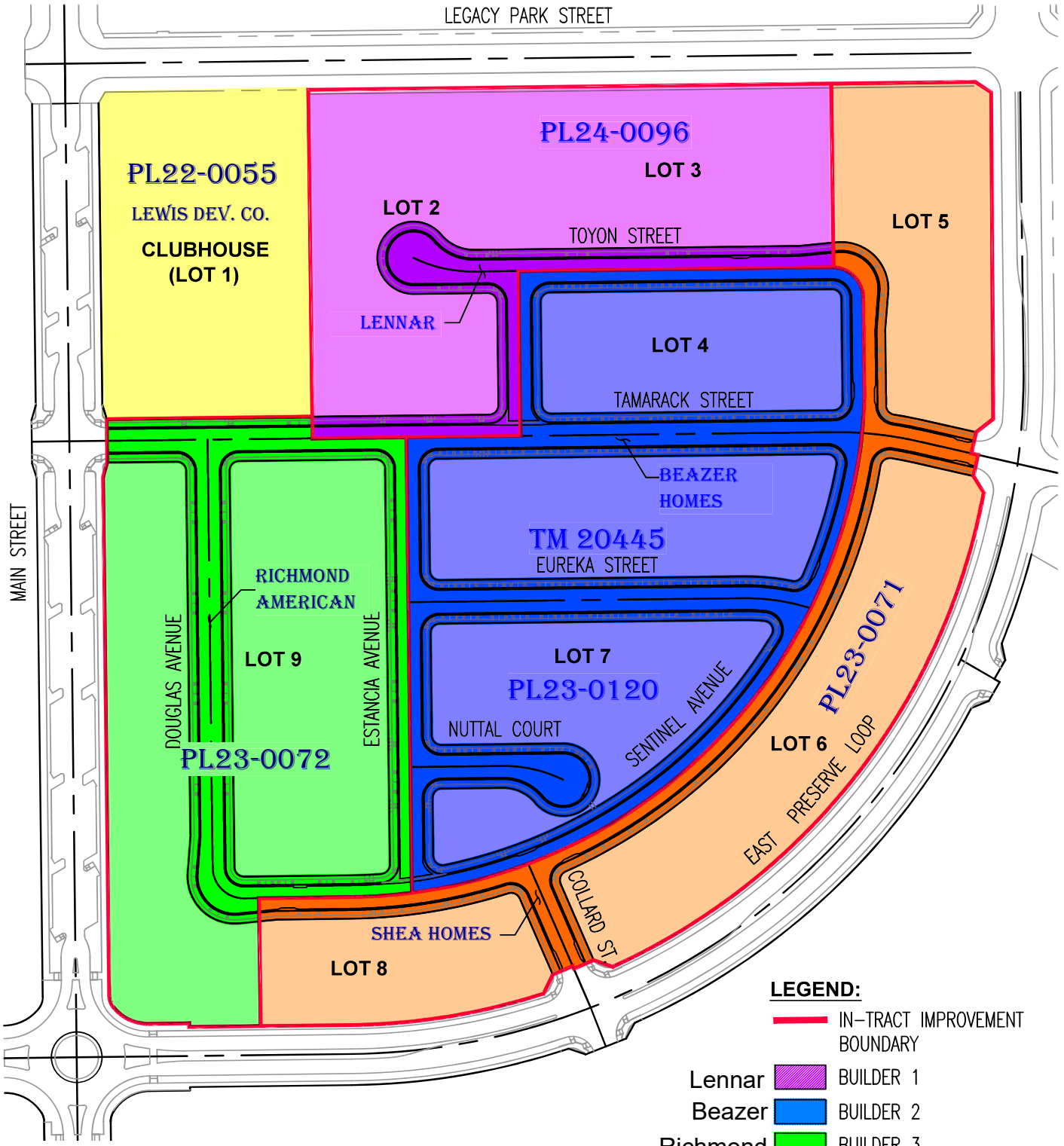
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Legal description to be attached after the Final Map is recorded.]

2165-129208\1698824.2

TRACT 16420-6

Guest Builders



LDKING
Engineers/Surveyors

975 N. Have Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526

E:\400-499\481\0481-275-Block 11\Cost Estimates\In-tract Breakdown\In-Tract Cost Estimate Exhibit.dwg, Plotted: Feb 13, 2025 - 8:30am

JN 481190 Lewis Operating Corp

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Professional Services Agreement – Green Badge, LLC dba UgMO Technologies for Wireless Digital Soil Moisture Sensing System Monitoring and Maintenance Services.

RECOMMENDATION

Award a Professional Services Agreement to Green Badge, LLC dba UgMO Technologies for $167,212 for Wireless Digital Soil Moisture Sensing System Monitoring and Maintenance Services and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The cost of $167,212 for the scope of services is included in the FY 2025-26 Public Parks and Building Sites Fund and the Landscape and Lighting Fund (360), and Assessment District Funds (361) 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:

- Positive City Image
- Effective Technology
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3607220-43580, 3607210-43580, 3607260-43580,36172601-43580, 36172602-43580, 36172603-43580, 36172606-43580, 36172607-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In 2015, to minimize impact on the City's water system and support sustainable landscape management, outdated irrigation timers were replaced at various parks with a wireless soil moisture monitoring system. The system utilizes underground sensors to measure the actual moisture content of the soil and transmits real-time data to the sprinkler control units, allowing for precise irrigation based on the landscape's needs. The result is significant water conservation, improved landscape health, and reduced irrigation costs.

Since 2015, the system has been installed and maintained in twelve City parks.

1. Bob McLeod
2. Centennial Square
3. Cypress Trails
4. Heritage
5. Liberty
6. Monte Vista
7. Mountain View
8. Oak Tree
9. Sebring
10. Shady Grove
11. Villa
12. Walnut

The technology, known as the Underground Monitoring Wireless Digital Soil Moisture Sensing System (UgMO), was essential in earning the City a water use exemption from the State of California during previous drought restriction measures, allowing continued irrigation with minor restrictions.

In addition to managing the existing network of UgMo systems in parks, Public Works staff conducted a comprehensive evaluation in 2021 to assess the feasibility of expanding the system to additional landscaped areas across the City. The focus of this initiative was to further enhance water conservation efforts and reduce irrigation-related expenditures by leveraging the proven efficiency of the UgMO technology in high usage zones beyond the original twelve parks. Following this assessment, several new sites, including parkways, medians, and other public landscapes were identified as suitable for integration into the system.

These additional areas were subsequently approved and incorporated into the existing maintenance contract, enabling a seamless expansion without the need for a separate procurement process. Since the addition, the newly monitored sites have consistently demonstrated a measurable reduction in water consumption, contributing to long term operational cost savings. The expansion has not only supported the City's sustainability goals but also strengthened its drought resilience by promoting smart irrigation practices in more areas of the urban landscape.

ISSUES/ANALYSIS

Historically, the City contracted a third-party vendor to oversee the maintenance and monitoring of the UgMO wireless soil moisture monitoring system. While the previous agreement supported the City's water conservation efforts, Public Works staff have now identified a more cost-effective solution by working directly with the technology provider, UgMO Technologies. This direct partnership eliminates the need for a third-party vendor and reduces overall costs, both immediately and in the long term.

The UgMO system currently in place is manufactured by UgMO Technologies, making them the sole proprietor for the system. The system controls the amount of water applied to turf and

landscaped areas in City parks and Maintenance Districts, helping to conserve water and reduce resource use. The continued use of the UgMO system ensures efficient irrigation management, resulting in ongoing water and resource savings for the City. By establishing a Professional Services Agreement directly with UgMO Technologies, the City opts out of replacing the entire system while simultaneously saving costs for the monitoring and maintenance services of the system.

The proposed agreement includes the following cost breakdown:

Wireless Digital Soil Moisture System Monitoring and Maintenance Services	
Annual Routine Monitoring & Maintenance	$159,212
Emergency and Unanticipated Services	$ 8,000
Total Amount	**$167,212**

In accordance with Chapter 3.32 of the Chino Municipal Code, the City Council may approve sole source purchases when goods or services are only available from one provider. On July 28, 2025, staff determined Green Badge, LLC dba Ugmo Technologies is the sole source for the Wireless Digital Soil Moisture Sensing System and recommends awarding a Professional Services Agreement in the amount of $167,212.

Attachment: New Agreement: Green Badge, LLC dba UgMO Technologies

Project Name/No.: Wireless Digital Soil Moisture Sensing System **Contract No.: _____**

Project Manager: PW / K. Martinez **Approved: _____**

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
Green Badge, LLC dba UgMO Technologies

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and Green Badge, LLC, dba UgMO Technologies, a Pennsylvania limited liability company ("Contractor"). City and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Services shall include the scope of work included in Contractor's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Contractor represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Contractor acknowledges that the City is relying on the representation by Contractor as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Sixty-Seven Thousand Two Hundred Twelve Dollars and Zero Cents ($167,212.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. Contractor shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within fifteen (15) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Contingency of Funds.

Contractor acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, 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 five (5) year(s) at the option of the City if the City is satisfied with the quality of services performed by Contractor under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Derek Pruyne	Operations Manager
(Name)	(Title)
Rory Yanchek	CEO
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for

directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Public Works Services Division Manager, or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor

agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars ($0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONTRACTOR:

GREEN BADGE, LLC dba UGMO TECHNOLOGIES

By:_____

Name: Rory J. Yanchek
Title: CEO

By: _____

Name: Daniel Gorge
Title: CFO

Address: 489 Devon Park Drive
Wayne, PA 19087

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the Services described in Contractor's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "A-1"

SCOPE OF SERVICES

Contractor shall furnish to City all labor, equipment, tools, parts, materials, and supplies required to provide Wireless Digital Soil Moisture Sensing System Maintenance as required.

GENERAL REQUIREMENTS
Contractor shall:

1. Provide water management services for all sites using the UgMO system.

2. Maintain proper licenses for performance of this Contract.

3. Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.

4. Perform all work according to all applicable industry standards and to the highest quality commensurate with the required work.

5. Ensure that all work is done only by experienced and professional personnel.

6. Provide everything necessary to complete the maintenance work including but not limited to labor, equipment, materials, consumables, etc.

7. Perform work according to any applicable manufacturer's specifications.

8. Remove and properly dispose of any to-be-replaced materials.

9. Consultation on possible site changes utilizing both sensor data as well as over agronomic expertise.

10. The system is continually monitored to maintain optimum functionality as well as to alert appropriate parties of any potential problems in the irrigation infrastructure based on readings from the sensors.

11. Daily analysis of moisture readings to determine patterns or possible problems with infrastructure.

12. Adjustment of moisture thresholds if directed by on site staff due to new plantings, events, or adjustments to infrastructure.

13. Schedule adjustment of watering days or start times if directed by staff.

14. Upgrade system hardware when new hardware is released.

15. Upgrade system software when new software versions are released.

16. Repair of any UgMO hardware problems.

17. Moisture chart analysis to determine weak spots in irrigation infrastructure.

18. Site visits to assess aesthetic condition of system.

19.Wet check reports if requested by staff.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 5.1 (c), Professional liability (errors & omissions) insurance, is hereby deleted in its entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".

II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

III. The City will compensate Contractor for the Services performed upon submission of a valid invoice, as described in Section 2.4.

IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"

Fee Schedule

Green Badge, LLC (UgMO Technologies)

Wayne, PA 19087

Price below is given to cover monitoring, troubleshooting, field adjustments, product warrantee and installation, updates to equipment, including aerial networking and improvements to field antennas, as well as consulting with city over water management needs at the following parks and maintenance district areas where system is already installed.

Location	Fee
Bob McLeod Park	1,462.00
Carolyn Owens Centennial Square	609.00
Cypress Trails Park	5,606.00
Heritage Park	3,534.00
Liberty Park	4,631.00
Monte Vista Park	2,803.00
Mountain View	3,534.00
Oak Tree	853.00
Sebring Park	1,341.00
Shady Grove Park	5,972.00
Villa Park	2,316.00
Walnut Park	2,681.00
Tract Map 10494	6,283.00
Tract Map 15687 1-3	4,600.00
Tract Map 15787	1,346.00
Tract Map 14990	673.00

Location	Fee
Tract Map 15919	8,303.00
Tract Map 14387	4,264.00
Tract Map 15904	1,459.00
Tract Map 16056	1,683.00
Tract Map 15983	7,966.00
Tract Map 16140	1,346.00
Tract Map 16426	2,693.00
Tract Map 16154	2,020.00
Tract Map 16196	1,010.00
Tract Map 15845	673.00
Tract Map 16017	3,703.00
Tract Map 16245 1-2	6,732.00
Tract Map 16143	673.00
Tract Map 8848	337.00
Tract Map 9013	449.00
Tract Map 9177	1,346.00
Tract Map 12334	449.00
Tract Map 11586	337.00
Tract Map 12930	2,132.00
Tract Map 13190	898.00
Tract Map 13056	898.00
Tract Map 12538	561.00
Tract Map 13194	1,010.00

Location	Fee
Tract Map 13637	785.00
Tract Map 13182	2,693.00
Tract Map 13636	1,795.00
Tract Map 13658	9,088.00
Tract Map 13734	12,342.00
Tract Map 13785	4,151.00
Tract Map 13786	3,029.00
Tract Map 13791	1,346.00
Tract Map 13803	4,488.00
Tract Map 13868	6,395.00
Tract Map 14076	4,712.00
Tract Map 15671	1,234.00
Tract Map 13429	673.00
Tract Map 13978	449.00
Tract Map 14083	3,142.00
Tract Map 14373	785.00
Tract Map 13280	2,917.00
Extraordinary work requested at the direction and approval of the City's Project Manager	8,000.00
SUBTOTAL ANNUAL NOT-TO-EXCEED AMOUNT FOR FISCAL YEARS 2025-2026	**167,212.00**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services and deliver all work products timely in accordance with the schedule established by the Project Manager

*Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Managers. Contractor will coordinate with City and Project staff to ensure timely completion of services and adherence to approved task schedules.

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

-TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Amendment No. 1 to Professional Services Agreement with Calgon Carbon Corporation for as-needed Granular Activated Carbon (GAC) removal and reactivation services.

RECOMMENDATION

Approve Amendment No. 1 to the Professional Services Agreement for as-needed Granular Activated Carbon (GAC) removal and reactivation services for the City's Water Treatment Facilities with Calgon Carbon Corporation (Contract 2026-096) for $350,000, for a total annual contract amount not to exceed $500,000; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The cost of $350,000 for the additional anticipated services needed for the fiscal year is included in the FY 2025-26 Budget Water Fund (520).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 5207300-43050
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City currently uses Calgon Carbon Corporation (Calgon Carbon) to provide Granular Activated Carbon (GAC) removal and reactivation services at the Eastside and Benson Water Treatment Facilities.

GAC is a critical component of the City's water treatment process, used primarily to remove organic compounds, chlorine, chloramine, taste and odor compounds, and disinfection by-products (DBPs). The City specifically uses GAC to remove 1,2,3-trichloropropane (TCP) from groundwater to meet regulatory standards.

The City operates 24 carbon filtration vessels, each containing 20,000 pounds of GAC. Over time, the carbon reaches its absorption capacity, referred to as "breakthrough," and must be replaced. Replacement can be accomplished by using new "virgin" carbon or by reactivating the spent carbon. The City has elected to pursue reactivation as a cost-effective and sustainable approach.

Under this method, Calgon Carbon personnel remove the spent carbon and transport it to their facility, where it undergoes high-temperature thermal reactivation (600–900 °C). The reactivated carbon is then reused during future GAC exchanges, reducing the City's reliance on more expensive virgin carbon.

On July 1, 2025, the City entered into a sole source professional services agreement with Calgon Carbon Corporation to provide GAC removal and reactivation services at an annual not-to-exceed amount of $150,000 per year for a five-year term, covering FY 2025-26 through FY 2029-30.

The City's water treatment systems utilize Calgon's proprietary FILTRASORB 400—a GAC product manufactured exclusively by Calgon Carbon through a patented reagglomeration process using select bituminous coal. These systems also include proprietary ion-exchange components that require service by Calgon Carbon–certified personnel to maintain equipment integrity and regulatory compliance. City staff have confirmed that Calgon Carbon is the sole qualified vendor able to meet these technical and operational requirements.

ISSUES/ANALYSIS

The current agreement with Calgon Carbon specifies rates of $1.37 per pound for reactivated carbon and $2.20 per pound for virgin carbon. The rate aligns with market trends and the continued use of Calgon Carbon's proprietary materials and services. Calgon Carbon Corporation has provided fixed unit pricing for FY2025-26 from the original agreement executed on July 1, 2025, under the City Manager's authority, due to an immediate need to exchange the media.

During the most recent operating cycle, staff monitored contaminant concentrations through the GAC vessels and confirmed that carbon usage is expected to remain consistent with prior years; however, the original agreement needs to be increased because the original quantities did not align with actual needs. To meet projected needs and account for GAC replacement frequency or material costs, staff recommends that the City Council approve Amendment No. 1 to the professional services agreement with Calgon Carbon Corporation for GAC removal and reactivation services.

In accordance with Chapter 3.32 of the Chino Municipal Code, the City Council may approve sole source purchases when goods or services are only available from one provider. Staff

determined Calgon Carbon is the sole source for as-needed granular activated carbon (GAC) removal and replacement services and recommends awarding a contract in the amount $350,000, for a total annual contract of $500,000/year for five years, from FY2025-26 through FY2029-30.

Attachment: Amendment No. 1 – Calgon Carbon Corporation

CALGON CARBON CORPORATION
AMENDMENT 1
TO THE
MASTER CARBON PRODUCT SUPPLY AND
CUSTOM REACTIVATION SERVICES AGREEMENT

This Amendment 1 is made and entered into as of August 15, 2025 and effective as of September 2, 2025 ("**Effective Date**") by and between Calgon Carbon Corporation ("**CCC**") and City of Chino ("**Customer**" and, together with CCC, the "**Parties**"), and amends that certain Master Carbon Product Supply and Custom Reactivation Services Agreement, dated 1st of July 2025 ("**Agreement**") between the Parties.

WHEREAS, the Parties desire to amend the Agreement to increase the annual not to exceed amount.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound hereby, hereto agree to amend the Agreement as follows:

ARTICLE 1. Section 4 is hereby amended and restated as follows:

4**.** This Agreement shall be in effect from the Effective Date for a period of five (5) years (the "**Initial Term**"). With annual pricing review done every 12 months based on the price indices for Virgin Carbon and CMR that are listed below for the life of the "**Initia**l **Term**", unless terminated by either party upon sixty (60) days written notice.

a. Annual amount not to exceed $500,000

ARTICLE 2. **Effectiveness of Amendment**. Except as amended hereby, all other requirements of the Agreement, as currently amended, shall remain in full force and effect, and shall apply to this Amendment.

[*The remainder of this page has intentionally been left blank.*]

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:
CALGON CARBON CORPORATION

By:_____

Name: _____

Title:_____

Address:_____

_____

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

SUBJECT

Notice of Completion for the Kimball Avenue Preserve Improvements Project (ST232) with C.P. Construction Co., Inc.

RECOMMENDATION

1) Accept the Kimball Avenue Preserve Improvements Project (ST232) with C.P. Construction Co., Inc., Contract No. 2024-072 as complete; 2) authorize the Director of Public Works to file the Notice of Completion on behalf of the City of Chino; and 3) authorize the release of retention funds following the 35-day lien period.

FISCAL IMPACT

The project was completed within the City Council approved project budget. All unused project funds will be returned to the appropriate fund balances.

Following the release of the retention funds, the City will invoice the County of San Bernardino for reimbursement of all applicable contract expenses per terms of the reimbursement agreement No. 2021-209 in the amount of $907,350.

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
- Public Service Excellence through Internal and External Partnerships

Revenue: 5407360-59355-ST232	Expenditure: 3207100 – 48009 – ST232 5407360 – 48009 – ST232 3227190-48009-ST232 3277102-48009-ST232T
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Kimball Avenue Preserve Improvements Project (ST232) constructed "Kimball Avenue Street Improvements" and "Kimball Avenue Storm Drain Improvements" (Exhibit A) further defined below:

Kimball Avenue Street Improvements: This scope of work included improvements to widen the northern half of Kimball Avenue between Rincon Meadows Avenue and Main Street, as outlined in the Preserve Specific Plan and the City's Development Impact Nexus and Calculation Report. The roadway was widened to provide two westbound vehicle lanes. Work included the relocation of five Southern California Edison (SCE) transmission poles and other utilities, removal and replacement of an existing chain link fence, installation of concrete curbs, establishment of two catch basins for drainage, and pavement improvements. The project was a coordinated effort involving SCE, the San Bernardino County Airport Division, Richland Communities, and various communication agencies.

Kimball Avenue Storm Drain Improvements: This scope of work included partnering with the County of San Bernardino to jointly address drainage issues impacting Kimball Avenue and the Chino Airport. Improvements included the construction of an underground box culvert connecting two existing basins located north and south of Kimball Avenue, between Euclid Avenue and Quality Way. The City served as the lead agency responsible for preliminary engineering design, surveying, right-of-way acquisition, utility relocations, and construction.

On January 19, 2021, the City Council approved Cooperative Agreement Contract No. 2021-209 with the County of San Bernardino for the Kimball Storm Drain Improvements, in the amount of $801,600, with an additional $80,160 authorized for construction contingency, for a total not-to-exceed amount of $881,760.

On July 5, 2023, the City Council awarded Construction Contract No. 2024-072 to C.P. Construction Co., Inc. for the Kimball Avenue Preserve Improvements (ST232) in the amount of $2,959,540. As the construction bid exceeded the original estimate with the County by more than 10% for the Kimball Avenue Storm Drain Improvements, the City executed an amendment to the Cooperative Agreement, to reflect the revised amount. This amended agreement was also approved by City Council on July 5, 2023. The Council additionally authorized up to $395,259 for project contingencies.

To increase the efficiency of the new box culvert system, additional drainage improvements were requested by City staff through Contract Change Order (CCO) No. 1 in the amount of $31,200. Staff executed CCO No. 1 which included adding an 18-inch reinforced concrete pipe (RCP) across Kimball Avenue adjacent to the newly established box culvert to facilitate overflow during heavy rain events or in the event of blockage to the system.

On November 5, 2024, the City Council approved CCO No. 2 with C.P. Construction Co. in the amount of $681,758.45. The City directed the contractor to expand pavement rehabilitation along both sides of Kimball Avenue, east of Main Street to Hellman Avenue. The additional scope included a 2-inch grind and overlay, new striping, re-establishment of traffic signal loops, and adjustments to water valves and utility manholes. This work excluded recently improved sections of Kimball Avenue between Flight Avenue and Hellman Avenue, completed as part of a nearby development project.

On July 17, 2025, City staff-initiated CCO No. 3 to reconcile final construction quantities, resulting in a net reduction of $184,711.08. The revised total contract amount is $3,487,787.37.

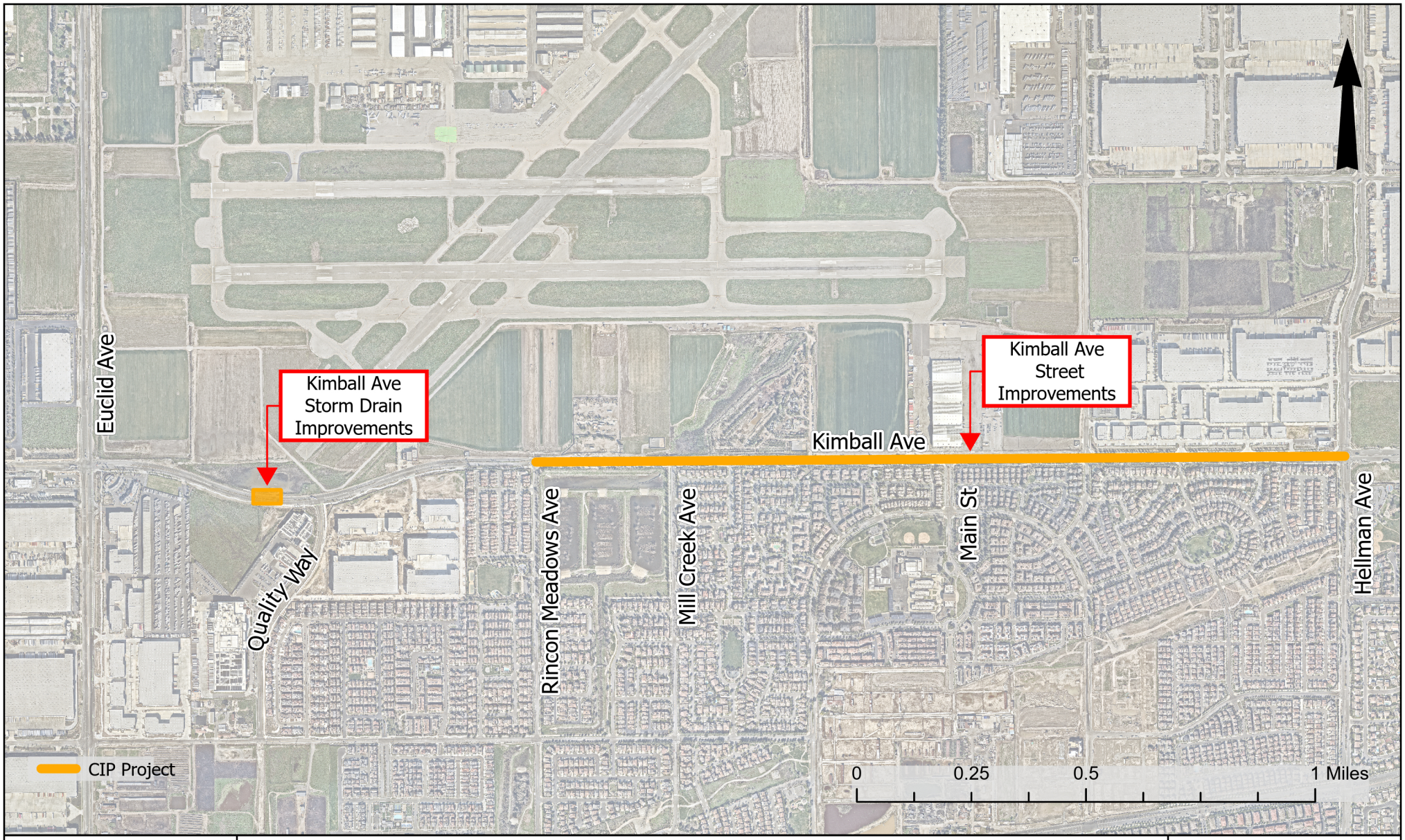
ISSUES/ANALYSIS

All work has been completed per the terms of the original construction contract and approved change orders. The following is a summary of the final accounting of construction costs.

ST232 - Kimball Avenue Preserve Improvements	Contract	Contingency
Original Contract & Contingency	**$2,959,540.00**	**$395,259.00**
Contract Change Order No. 1	$31,200.00	-($31,200.00)
Contract Change Order No. 2	$681,758.45	$0
Contract Change Order No. 3	-($184,711.08)	$0
Final Contract Amount & Unused Contingency	**$3,487,787.37**	**$364,059.00**

C.P. Construction Co., Inc. has complied with the terms of the contract. A Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office. The retention funds will be released following the 35-day lien period.

Attachments: Exhibit A – Project Vicinity Map
Exhibit B – Notice of Completion (C.P. Construction Co)



Vicinity Map

ST232 Kimball Avenue Preserve Improvements Project



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# N/A

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 **September 02, 2025**
8. The name of the contractor, if any, for such work of improvement was:
   C.P. Construction Co., 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:
   ST232- Kimball Avenue Improvements, between Rincon Meadows Avenue and Hellman Avenue.
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:** September 02, 2025
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 September 02, 2025, at City of Chino, California

_____
Albert Espinoza,
City Engineer, Deputy Director of Public Works

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Comprehensive General Plan Update.

RECOMMENDATION

1) Conduct a Public Hearing; 2) Adopt Resolution No. 2025-055, certifying the City of Chino 2045 General Plan Update Environmental Impact Report (EIR), adopt the Mitigation Monitoring and Reporting Program (MMRP), adopt the Environmental Findings of Fact and Statement of Overriding Considerations related to air quality, greenhouse gas emissions, historic resources, and transportation; 3) Adopt Resolution No. 2025-056, adopting the 2045 General Plan (PL23-0128 General Plan Amendment), and repeal the 2025 General Plan (excluding the adopted 2021-2029 Housing Element), the Majestic Spectrum Specific Plan, Eucalyptus Business Park Specific Plan and Central Avenue Specific Plan based on the findings listed in Resolution 2025-056; and 4) Approve the introduction of Ordinance No. 2025-006 (PL23-0129 (Zone Change)) for targeted zoning map amendments that propose to better align zoning with as built uses and market potential for the respective sites, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT

There is no direct fiscal impact for the adoption of the 2045 General Plan. The implementation of the various actions identified in the General Plan may have future fiscal impacts depending on the nature of the actions.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendations 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

BACKGROUND

The Chino General Plan is the City's blueprint for the future, built on a shared vision that describes the kind of community Chino residents and businesses want and identifies actions to take to realize the vision. In late 2022, the City embarked on a comprehensive update to the Chino General Plan and Zoning Code that will guide decision-making on development and conservation through 2045. The effort involves the following distinct phases of work:

- Phase 1: Visioning, Issues and Opportunities Identification – Key objectives of this phase were to (a) establish a community-wide vision and shared principles to guide the project, and (b) conduct analysis and document existing conditions, opportunities, and constraints in Chino to lay the foundation for alternatives exploration.
- Phase 2: Alternatives Exploration – Based on the outcomes of Phase 1, this Phase involved preparation and evaluation of distinct alternatives for land use and transportation changes in key locations that respond to the existing conditions, opportunities, and constraints. The alternatives were represented conceptually with illustrations, video animations, and examples to facilitate understanding. Outreach was conducted to build consensus around which alternatives to move forward with and incorporate into the General Plan. A joint study session of the City Council and Planning Commission was held at the culmination of this Phase to confirm direction.
- Phase 3: Draft Plan, Zoning and EIR Preparation – This Phase focused on updating the General Plan to reflect Council direction and address emerging trends and new State law with guidance from the General Plan Advisory Group (GPAC). It also involved preparation of a legally defensible EIR to identify and mitigate the environmental impacts.
- Phase 4: Adoption and Finalization – Phase 4, now underway, began with the release of the Draft General Plan and EIR for public review on June 20, 2025. This Phase also includes hearings for adoption of the General Plan. The Draft Zoning Code Update document will be released in the fall, with adoption anticipated in early 2026.

Community engagement has been a cornerstone of the 2045 General Plan Update process. During Phase 1 community outreach activities, 1,060 Chino community members shared input on their priorities and preferences, which helped to create a set of Guiding Principles for the General Plan Update; describing the type of community residents and businesses would like Chino to be in 2045. At the outset of Phase 2, a set of alternatives was developed to illustrate options for achieving the vision encapsulated in the Guiding Principles. The alternatives focused on key areas of the City where change is foreseeable, presenting potential land use, transportation, and design changes that respond to the existing conditions, opportunities, and constraints. Outside of these areas, the General Plan will continue to maintain and preserve the City’s existing urban form. The alternatives were refined with input from the General Plan Advisory Committee (GPAC) and then presented to the community at a series of outreach events, including two public open house meetings attended by more than 250 community members, presentations to various groups and organizations, a statistical survey of a representative sample of Chino voters, and a community wide online survey that garnered 619 responses. Based on community feedback, a preferred land use plan and a set of key strategies for land use, transportation, and community character (Preferred Plan) was prepared to present the ideas and concepts that emerged from the outreach process and that were reviewed with the City Council and Planning Commission. The Preferred Plan has guided Phase 3 for preparation of the Public Review Draft 2045 General Plan. Phase 4 has been underway since

June 2025 with completion of the Zoning Code Update related to adoption of the 2045 General Plan expected to occur in early 2026.

On August 20, 2025, the Planning Commission, including the two Ex-Officio Members representing the Sphere of influence (SOI) area, reviewed the 2045 General Plan update. The project was well received, with the Commission commenting on how they appreciated the amount of public outreach, the frequency of engagement with Commission and City Council throughout the project, and the overall work that staff has put into the project. Following the presentation and discussion the Planning Commission by a vote of 9-0, recommended the City Council certify the City of Chino 2045 General Plan Update Environmental Impact Report (EIR), adopt the 2045 General Plan and adopt the zone changes outlined in Ordinance No. 2025-006.

ISSUES/ANALYSIS

The Chino 2045 General Plan is a comprehensive update of the City's current 2025 General Plan that has been undertaken to address emerging issues and new State laws since the General Plan was adopted in 2010. Key objectives for the project include: preserving and enhancing local heritage and "small town" character; growing the local economy in ways that improve quality of life for local residents; modernizing the transportation system and improving options for getting around; and establishing a framework for a healthy, sustainable, and resilient community.

This Project includes the following applications;

- PL23-0128 (General Plan Amendment) – A comprehensive update to the City's 2025 General Plan proposed to address multi-modal mobility, environmental justice, climate vulnerability, emergency evacuation, among other topics required by State law. The proposed 2045 General Plan Update seeks to focus on new development in key opportunity areas with vacant and underutilized land where change is foreseeable, while maintaining the existing urban form and enhancing the character and quality of life in Chino's established neighborhoods.
- PL23-0129 (Zone Change) – Introduction of Ordinance No. 2025-006, a proposed amendment to Title 20 (Zoning), Chapter 20.03 (Zoning Districts and Zoning Map) of the Chino Municipal Code to incorporate targeted zoning map amendments proposed to better align zoning with as built uses and market potential for the respective sites. All the map amendments involve a change from one existing zoning district to another and all amendments are consistent with the requirements of Measure M, the City's residential growth control measure.

Organization of the 2045 General Pan

The organization of the General Plan has been slightly modified from the 2025 General Plan document to reflect Chino's current and future priorities for the coming years. The 2045 General Plan contains the following chapters and elements:

1. *Introduction Chapter*. This chapter outlines the purpose and uses of the General Plan; provides a community profile; recaps the update process; presents a shared community Vision and Guiding Principles for Chino's future; and provides an overview of the General Plan organization, relationship to other plans, and requirements for administration.
2. *Land Use and Community Character Element*. This element satisfies the legal requirements for land use, describes the existing land use pattern and provides an

explanation of the General Plan's approach to citywide growth, with a map showing the desired distribution and location of land uses. It also describes the existing land use pattern, outlines a strategy for growth management and annexations, and includes land use designations with standards for density and intensity. Additionally, this element addresses community character and historic preservation, optional topics that are important priorities for the community. Policies in this element focus on revitalizing older shopping centers, fostering a vibrant downtown, supporting thriving neighborhoods, promoting ties to the past, and enhancing sense of place.

3. *Economic Development Element*. This optional element addresses a topic of local importance for Chino. It provides an overview of the population and employment context, and outlines goals and policies to support a strong, stable economy, including actions addressing positive city image; business attraction and retention; inclusive economic development; workforce development; and fiscal responsibility.
4. *Infrastructure Element*. This element addresses transportation and utility infrastructure in Chino, addressing the statutory requirements for circulation. It incorporates a circulation diagram that identifies major thoroughfares and transportation routes for vehicles, transit, bicycles, and pedestrians, and it includes policies for "complete streets," roadway safety, and the efficient movement of goods. This element also identifies the location and extent of public utilities, including water, sewer, stormwater, and electricity infrastructure in Chino.
5. *Parks, Recreation, and Community Services Element*. This elem00ent satisfies legal requirements for addressing the topics of open space for outdoor recreation. This element also provides background information, and a policy framework related to parks and recreation; schools; community facilities and libraries; and police and fire services.
6. *Hazards, Safety, and Noise Element.* This element addresses risks associated with natural and humanmade hazards in Chino, including flooding, seismic events, dam inundation, wildfires, and noise. It also addresses compounded risk associated with climate change, incorporating strategies to build community resilience. It satisfies the statutory requirements for safety and noise, including requirements for an assessment of emergency evacuation capacity and climate vulnerability.
7. *Health and Environmental Quality Element*. This element addresses community health - a long-standing priority in Chino - together with new requirements for environmental justice identified under Senate Bill (SB) 1000 and SB535. It identifies "disadvantaged communities" in Chino and incorporates policies that address air quality and pollution exposure; physical activity; access to healthcare; healthy food access; and civic engagement and investment prioritization. It also addresses statutory requirements for conservation, with background information and policies addressing resource conservation, environmental resource protection, energy and water conservation, and reuse and recycling.
8. *Implementation Chapter*. This chapter describes the process for the 2045 General Plan implementation, maintenance, and monitoring. It includes a table identifying near-term, mid-term, and long-term actions needed to implement the 2045 General Plan concepts and strategies. For each action, the responsible City departments and the timeframe for implementation are shown. Potential funding sources are also identified.

The 2045 General Plan's 2021-2029 Housing Element is published under separate cover, given the length of that document, the level of detailed information required for compliance with State

law, and the need to update the Housing Element every eight years, which is a shorter time frame than the rest of the General Plan. The current 2021-2029 Housing Element was adopted by the City and certified by the Californian Department of Housing and Development (HCD) in December 2024.

2045 General Plan Goals, Policies and Actions

Chapters 2 through 7 of the General Plan incorporate the required elements required by State law, as well as other topics of importance to Chino. Each of these elements is organized around a series of goals that describe the high-level outcomes that the community seeks to create through the implementation of the General Plan. Each goal in turn is supported by a series of policies and implementation actions that describe the steps the City will take to achieve each goal. Policies represent steps the City will take on an ongoing basis, as it considers approval of proposed projects and makes decisions on the investment of public funds. Actions are more specific measures intended to implement one or more policies to help reach a specified goal. Typically, an action is a discrete item done once and completed, and taken together, the actions in the General Plan constitute a “to-do list” for the City.

The goals of the 2045 General Plan have been comprehensively updated to reflect the Guiding Principles developed with extensive community input in Phase 1. Content of policies and implementation actions from the 2025 General Plan has been carried forward to the extent it remains relevant, and the overall policy framework has been refreshed and updated to ensure it reflects the opportunities and challenges Chino will need to address over the next 20 years.

2045 General Plan and Zoning Map discussion

As previously mentioned, the 2045 General Plan is made up of several required and optional elements. The elements and related information are explained in detail in the attached 2045 General Plan document (Attachment A.1). The content of this plan has been reviewed by both the Planning Commission and the City Council at various study sessions, as well as by staff from all departments prior to public release. Detailed below are topics for further discussion to provide clarification on certain key aspects of the project. These include land use and transportation additions and changes, related zoning map amendments, and the repeal of certain specific plans.

Land Use and Transportation

The General Plan Land Use Diagram (see Maps LCC-4a and LCC-4b of Attachment A.1, and proposed General Plan Map Attachment A.2), is a foundational component of the General Plan that illustrates the long-term vision for development and conservation in the planning area with land use designations that describe the character envisioned for each neighborhood and district. Each designation includes standards for density or intensity of use. The 2045 General Plan Land Use Diagram incorporates four new designations reviewed with the City Council and Planning Commission at the end of Phase 2: Downtown; Regional Mixed Use; Boulevard Mixed Use; and Employment Mixed Use. Outside of the locations where these new designations apply, the 2045 General Plan generally maintains the existing urban form from the 2025 General Plan and seeks to enhance the character and quality of life in Chino's established neighborhoods and districts. The Land Use Element also supports continued implementation of The Preserve Specific Plan in addition to the completion of the College Park and East Chino Specific Plans. However, as shown on Attachment A.2: General Plan Land Use Map, some targeted adjustments to General Plan land use are proposed to better align zoning with existing uses, surrounding context, and market potential for the respective sites.

Closely correlated with the General Plan Land Use Diagram, the Circulation Diagram (see Map INF-1 of Attachment A.1: Circulation Diagram) depicts the roadway network with lane configurations planned to accommodate traffic circulation under the 2045 General Plan. Typical roadway cross sections for each street type shown on the Circulation Diagram are also included. Two new street types are proposed: Downtown streets that emphasize walkability and roadway safety and rural residential roadways for residential streets in the Sphere of Influence (SOI), that are currently in the unincorporated portions of San Bernardino County. This rural roadway classification will be utilized for the potential development and improvement of streets following annexation into the City. The purpose for the rural roadway classification is to allow for greater consistency with the residential streets as they are currently developed. While the 2025 General Plan Circulation Diagram envisioned the widening of the roadway segments shown on Table 1, technical modeling completed for the 2045 General Plan determined that this is not needed to adequately accommodate future traffic volumes. The future configuration of these roadway segments on the 2045 Circulation Diagram reflects this modeling, and as a result proposed developments along these roadway segments will not need to dedicate additional right-of-way as they are approved.

Table 1: Proposed General Plan (PGP) Map Revisions

	CGP* Scenario		PGP Scenario	
Roadway	**Classification**	**# of Lanes**	**Classification**	**# of Lanes**
Central Ave from El Prado Rd to Riverside Dr	Major Arterial	6	Primary Arterial	4
Riverside Dr from Pipeline Ave to Euclid Ave	Major Arterial	6	Primary Arterial	4
Chino Ave from West City Limit to East End Ave	Major Arterial	6	Secondary Arterial	4
Chino Avenue from Monte Vista Ave to Benson Ave	Secondary Arterial	4	Secondary Arterial	2
Schaefer Ave from Central Ave to Benson Ave	Major Arterial	6	Primary Arterial	4
Benson Avenue from Francis Ave to SR-60	Secondary Arterial	4	Secondary Arterial	2

***Current 2025 General Plan (CGP)**

Additionally, the Truck Route Map (see Map INF-4 of Attachment A.1: Designated Truck Routes Map), has been revised to remove certain segments from this map located in the Preserve Specific Plan area. This includes Kimball Avenue east of Euclid Avenue, Bickmore Avenue east of Euclid Avenue, Flight Avenue south of Remington Avenue and Quality Way between Kimball Avenue and Bickmore Avenue.

Related Zoning Map Amendments

In parallel with adoption of the 2045 General Plan, staff is proposing adoption of several related zoning map amendments, shown in Attachment A.4. These amendments are proposed to better align zoning with existing built uses and market potential for the respective sites. All the map amendments involve a change from one existing zoning district to another, and all amendments are consistent with the requirements of Measure M, the City's existing residential growth control measure. Additionally, some of the zoning map amendments reflect changes to zoning necessary to the repeal of various specific plans further outlined below, and the removal of the

Office Commercial General Plan land use designation and zoning designation, due to its limited use throughout the City. These properties will have a General Plan and ultimately zoning designation of either neighborhood commercial or general commercial to better align with the current and future operation of the sites. For example, the auto mall land use designation in the Eucalyptus Business Park Specific Plan that has an Office Commercial General Plan designation is being replaced with both a General Commercial General Plan land use and Commercial General Zoning designation. This would allow for more flexibility of development in that area and continually allow for the operation and development of auto dealerships. The Draft City Council Ordinance 2025-006 is attached to this report (Attachment D).

Repeal of Specific Plans

The City has six specific plans, adopted between 1982 and 2004 to guide land use and development in certain areas of the City. The 2025 General Plan includes an action item to phase out various specific plans that have not previously been completed. While the specific plans were helpful in guiding initial development of the areas covered, in some areas there is little vacant land remaining and the original vision has largely been realized. Therefore, with the 2045 General Plan Update it makes sense to retire these older specific plans that have served their useful purpose: the Eucalyptus Business Park Specific Plan, the Majestic Spectrum Specific Plan, and the Central Avenue Specific Plan. Where there is an existing development agreement in place related to The Preserve Specific Plan, or where there are remaining development opportunities, such as within the College Park Specific Plan, the specific plans will remain in place. The East Chino Specific Plan will also remain in place.

In the case of the Central Avenue and Majestic Spectrum Specific Plans, the 2045 General Plan will apply new land use designations and policy direction reflecting community aspirations for those areas, and in the Eucalyptus Business Park Specific Plan new "good neighbor" policies and standards will be incorporated into the General Plan and Zoning Code to guide redevelopment of underutilized properties. Where the affordable housing overlay (AHO) and mixed use overlay (MUO) apply within these specific plan areas, those zoning designations would remain and the related design and development standards that apply to housing development on these sites also would be carried forward in the comprehensive Zoning Code Update, a public draft of which will be released in early 2026. The land use regulations and design and development standards needed to guide infill and redevelopment in older specific plan areas will be addressed by citywide or district-specific requirements, through overlays and by the new mixed use zoning districts proposed as part of Phase 4 of the General Plan Update.

PUBLIC NOTICE

A notice of the proposed project was published in the *Chino Champion* on August 23, 2025, and the City sent information out on the City's social media platforms. Additionally, a 10-day notice was mailed to all property owners within a 300-foot radius of the sites with proposed zoning map changes. The notice meets the legal noticing requirements and is adequate in scope for this project. There were six comment letters received regarding the Draft Environmental Impact Report (EIR), and the response to these comments were addressed (Attachment B.4 to Resolution No. 2025-055), as outlined below. As of the date of this report, there have been no other comment letters received.

ENVIRONMENTAL REVIEW

A Program EIR for the City of Chino 2045 General Plan Update (SCH#2024090833) was prepared by RECON Environmental, Inc, pursuant to the requirements of the California Environmental Quality Act (CEQA) Guidelines Sections 15120 to 15132. A Notice of Preparation

(NOP) for the EIR was publicized and circulated to State and local agencies between September 23, 2024, through October 24, 2024. A Scoping Meeting was also held on October 17, 2024, to receive public comments on the scope and content of the 2045 General Plan EIR. Based on the input received, a detailed environmental analysis was conducted, and the Draft 2045 General Plan EIR was released for a 45-day public review and comment period from June 20, 2025, through August 4, 2025. Six comment letters, containing approximately 35 unique comments, were received. The comment letters and responses to the comments are included with the Final 2045 General Plan EIR (Attachment A.3) and (Attachment B.4 to Resolution No. 2025-055).

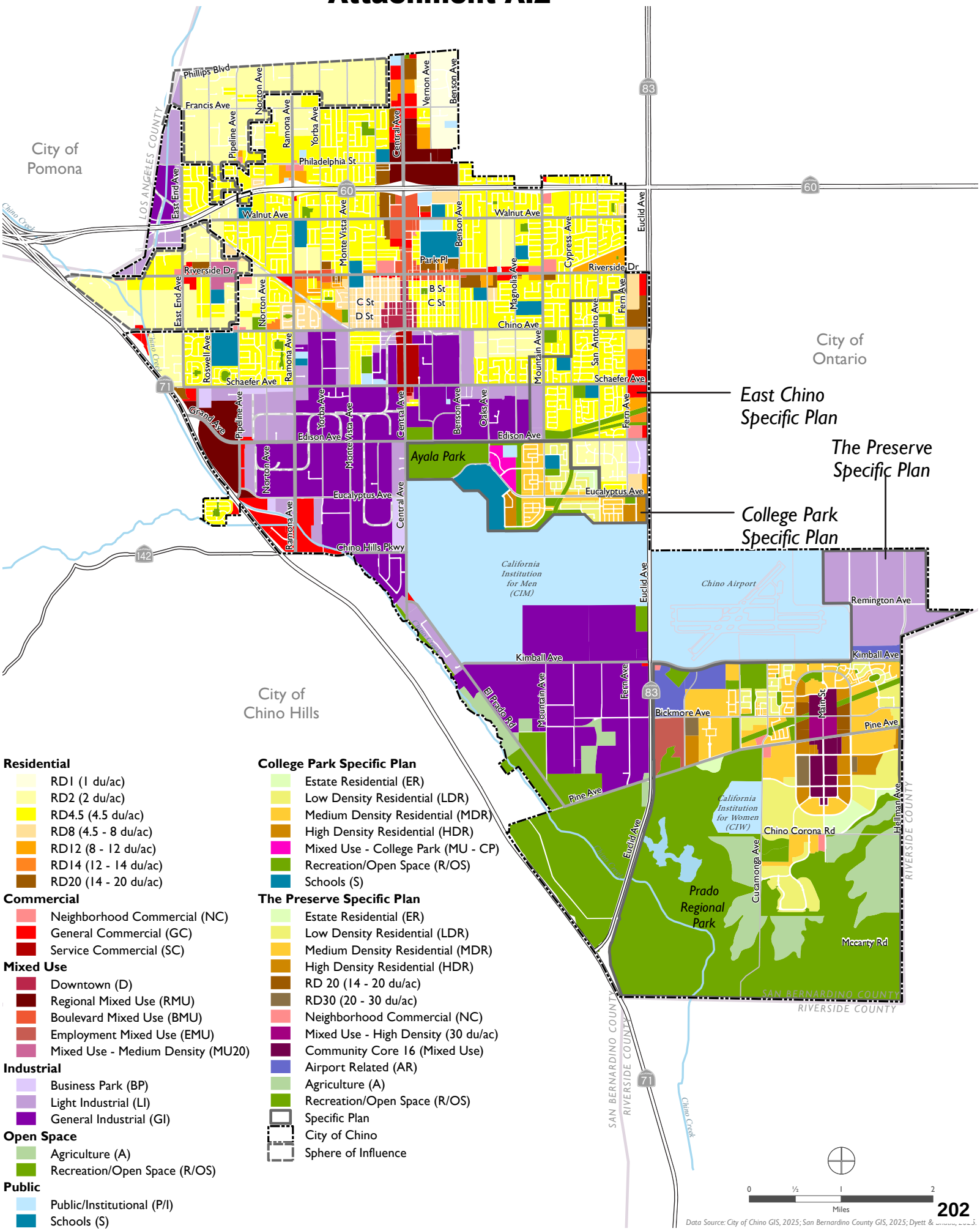
Section 15126.2(a)(c) of CEQA requires an EIR to identify and focus on the significant environmental effects of the proposed General Plan update, including effects that cannot be avoided if the General Plan update is implemented. Based on the analysis contained in the Draft 2045 General Plan EIR, the City has determined that the proposed 2045 General Plan update would result in significant and unavoidable impacts associated with air quality, greenhouse gas emissions, historic resources, noise, and transportation and that a Statement of Overriding Considerations (Attachment B.2 Resolution No. 2025-055) for these impacts is appropriate. In addition, based on the environmental analysis contained in the Draft EIR, the City has determined that the proposed General Plan update could result in significant direct and/or cumulative impacts that could be mitigated to less than significant levels with respect to the following issues: biological resources; cultural and tribal cultural resources; geology, soils, and seismicity; and noise. Mitigation Measures to address these impacts were incorporated into the Draft 2045 General Plan EIR and the MMRP is attached (Attachment B.5 to Resolution No. 2025-055). An Errata has also been attached (attachment B.3 to Resolution No. 2025-055) that outlines all of the changes made to the Final PEIR in response to comments received on the Draft EIR.

Attachments:
A.1 2045 General Plan (link below)
A.2 Proposed General Plan Map
A.3 Final 2045 General Plan Update PEIR (link below)
A.4 Zoning Map Changes
B. Resolution 2025-055 EIR Certification
C. Resolution 2025-056 General Plan Adoption
D. Draft City Council Zone Change Ordinance 2025-006

https://www.cityofchino.org/591/Environmental-Documents

Attachment A.2

Map LCC-4a General Plan Land Use



Residential
- RD1 (1 du/ac)
- RD2 (2 du/ac)
- RD4.5 (4.5 du/ac)
- RD8 (4.5 - 8 du/ac)
- RD12 (8 - 12 du/ac)
- RD14 (12 - 14 du/ac)
- RD20 (14 - 20 du/ac)

Commercial
- Neighborhood Commercial (NC)
- General Commercial (GC)
- Service Commercial (SC)

Mixed Use
- Downtown (D)
- Regional Mixed Use (RMU)
- Boulevard Mixed Use (BMU)
- Employment Mixed Use (EMU)
- Mixed Use - Medium Density (MU20)

Industrial
- Business Park (BP)
- Light Industrial (LI)
- General Industrial (GI)

Open Space
- Agriculture (A)
- Recreation/Open Space (R/OS)

Public
- Public/Institutional (P/I)
- Schools (S)

College Park Specific Plan
- Estate Residential (ER)
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Mixed Use - College Park (MU - CP)
- Recreation/Open Space (R/OS)
- Schools (S)

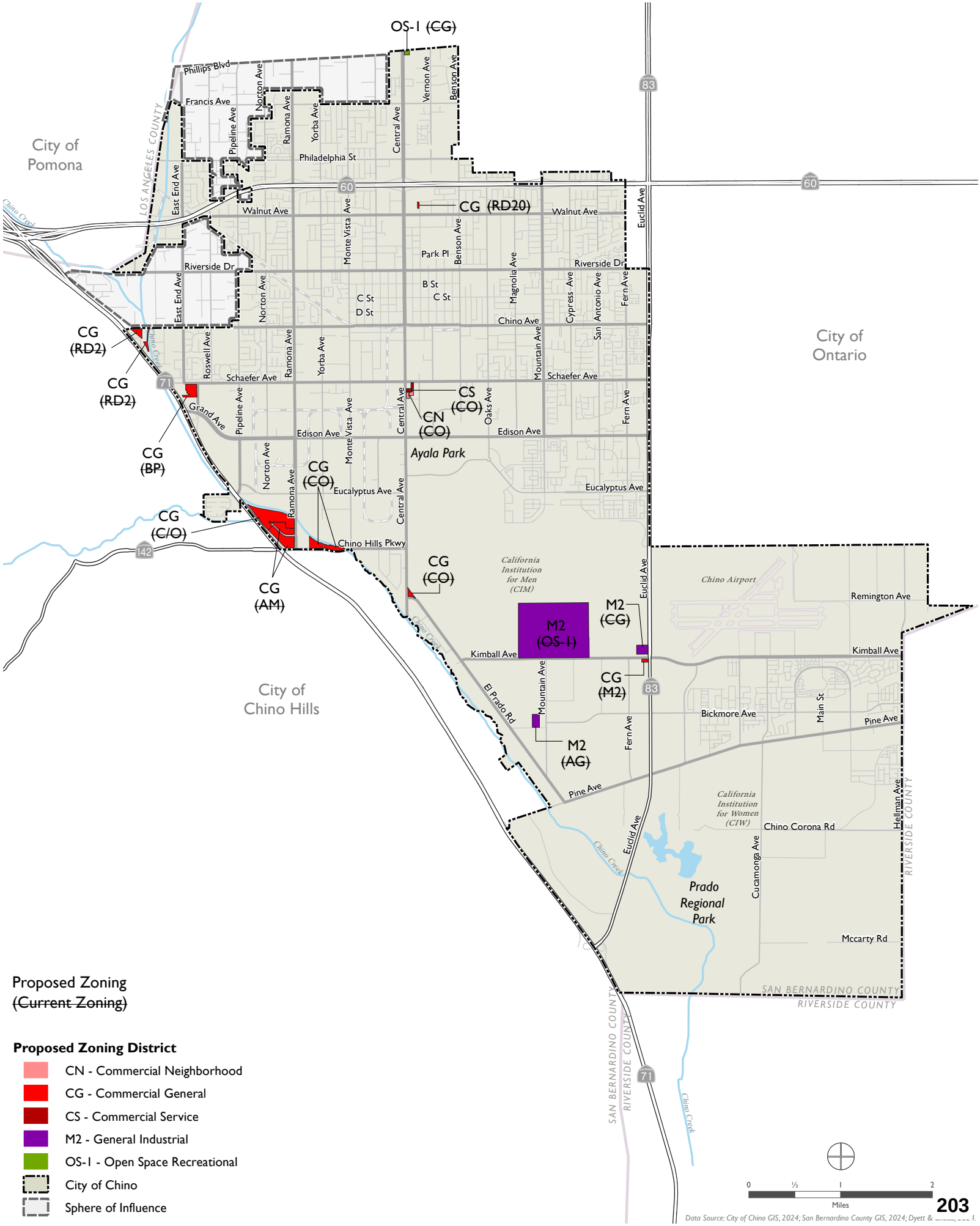
The Preserve Specific Plan
- Estate Residential (ER)
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- RD 20 (14 - 20 du/ac)
- RD30 (20 - 30 du/ac)
- Neighborhood Commercial (NC)
- Mixed Use - High Density (30 du/ac)
- Community Core 16 (Mixed Use)
- Airport Related (AR)
- Agriculture (A)
- Recreation/Open Space (R/OS)
- Specific Plan
- City of Chino
- Sphere of Influence

0 ½ 1 2 Miles

Data Source: City of Chino GIS, 2025; San Bernardino County GIS, 2025; Dyett &

Attachment A.4

Proposed Zoning Map Amendments



Data Source: City of Chino GIS, 2024; San Bernardino County GIS, 2024; Dyett &

Exhibit A.2 - List of Parcels to be Rezoned			
APN	**ADDRESS**	**CURRENT ZONING**	**PROPOSED ZONING**
1014-052-03-0000	5325 PHILLIPS BLVD	CG	OS-1
1015-281-24-0000	10TH ST	RD20	CG
1019-331-01-0000	3321 CHINO AVE	RD2	CG
1019-331-02-0000	3417 CHINO AVE	CG	CG
1019-331-07-0000	3415 CHINO AVE	RD2	CG
1021-031-17-0000	5345 SCHAEFER AVE	CS	CS
1021-031-22-0000	CENTRAL AVE	CO	CS
1021-031-25-0000	13759 CENTRAL AVE	CO	CN
1021-031-26-0000	13779 CENTRAL AVE	CO	CN
1022-051-07-0000	ROSWELL AVE	BP	CG
1022-051-10-0000	13700 ROSWELL AVE	BP	CG
1022-051-11-0000	13788 ROSWELL AVE	BP	CG
1022-051-13-0000	13768 ROSWELL AVE 1 #105	BP	CG
1022-051-14-0000	13768 ROSWELL AVE 2 #103	BP	CG
1022-051-15-0000	13768 ROSWELL AVE 3 #102	BP	CG
1022-051-16-0000	13768 ROSWELL AVE 4 #101	BP	CG
1022-051-17-0000	13768 ROSWELL AVE 5 #100	BP	CG
1022-051-18-0000	13768 ROSWELL AVE 6 #111	BP	CG
1022-051-19-0000	13768 ROSWELL AVE 7 #112	BP	CG
1022-051-20-0000	13768 ROSWELL AVE 8 #115	BP	CG
1022-051-21-0000	13768 ROSWELL AVE 9 #116	BP	CG
1022-051-22-0000	13768 ROSWELL AVE 117	BP	CG
1022-051-23-0000	13768 ROSWELL AVE 118	BP	CG
1022-051-24-0000	13768 ROSWELL AVE 119	BP	CG
1022-051-25-0000	13768 ROSWELL AVE 120	BP	CG
1022-051-26-0000	13768 ROSWELL AVE 121	BP	CG
1022-051-27-0000	13768 ROSWELL AVE 122	BP	CG
1022-051-28-0000	13768 ROSWELL AVE 110	BP	CG
1022-051-29-0000	13768 ROSWELL AVE 109	BP	CG
1022-051-30-0000	13768 ROSWELL AVE 108	BP	CG
1022-051-31-0000	13768 ROSWELL AVE 107	BP	CG
1022-051-32-0000	13768 ROSWELL AVE 106	BP	CG
1022-051-33-0000	13768 ROSWELL AVE 205	BP	CG
1022-051-34-0000	13768 ROSWELL AVE 203	BP	CG
1022-051-35-0000	13768 ROSWELL AVE 202	BP	CG
1022-051-36-0000	13768 ROSWELL AVE 201	BP	CG
1022-051-37-0000	13768 ROSWELL AVE 200	BP	CG
1022-051-38-0000	13768 ROSWELL AVE 211	BP	CG
1022-051-39-0000	13768 ROSWELL AVE 212	BP	CG
1022-051-40-0000	13768 ROSWELL AVE 215	BP	CG
1022-051-41-0000	13768 ROSWELL AVE 216	BP	CG
1022-051-42-0000	13768 ROSWELL AVE 217	BP	CG
1022-051-43-0000	13768 ROSWELL AVE 218	BP	CG
1022-051-44-0000	13768 ROSWELL AVE 219	BP	CG
1022-051-45-0000	13768 ROSWELL AVE 220	BP	CG

Exhibit A.2 - List of Parcels to be Rezoned			
APN	**ADDRESS**	**CURRENT ZONING**	**PROPOSED ZONING**
1022-051-46-0000	13768 ROSWELL AVE 221	BP	CG
1022-051-47-0000	13768 ROSWELL AVE 222	BP	CG
1022-051-48-0000	13768 ROSWELL AVE 210	BP	CG
1022-051-49-0000	13768 ROSWELL AVE 209	BP	CG
1022-051-50-0000	13768 ROSWELL AVE 208	BP	CG
1022-051-51-0000	13768 ROSWELL AVE 207	BP	CG
1022-051-52-0000	13768 ROSWELL AVE 206	BP	CG
1022-051-53-0000	13768 ROSWELL AVE	BP	CG
1025-092-02-0000	14670 RAMONA AVE	C/O	CG
1025-121-08-0000	RAMONA AVE	C/O	CG
1025-151-07-0000	CHINO HILLS PKWY	C/O	CG
1025-151-08-0000	CHINO HILLS PKWY	C/O	CG
1025-191-06-0000	CHINO HILLS PKWY	C/O	CG
1025-211-12-0000	CORPORATE CENTER AVE	C/O	CG
1025-211-16-0000	CORPORATE CENTER AVE	AM	CG
1025-211-18-0000	RAMONA AVE	C/O	CG
1025-211-19-0000	RAMONA AVE	C/O	CG
1025-211-22-0000	RAMONA AVE	C/O	CG
1025-211-23-0000	14726 RAMONA AVE	C/O	CG
1025-211-24-0000	14740 RAMONA AVE	AM	CG
1025-211-26-0000	4325 CORPORATE CENTER AVE	C/O	CG
1025-211-28-0000	14740 RAMONA AVE	AM	CG
1025-211-29-0000	CORPORATE CENTER AVE	AM	CG
1025-211-30-0000	4480 CHINO HILLS PKWY	AM	CG
1025-482-01-0000	CHINO HILLS PKWY	C/O	CG
1025-491-01-0000	CHINO HILLS PKWY	C/O	CG
1026-101-05-0000	15180 EUCLID AVE	CG	M2
1026-101-06-0000	15180 EUCLID AVE	CG	M2
1026-101-07-0000	15180 EUCLID AVE	CG	M2
1026-101-09-0000	15616 EUCLID AVE	CG	M2
1026-101-10-0000	15180 EUCLID AVE	CG	M2
1026-101-12-0000	15180 EUCLID AVE	OS-1	M2
1028-202-21-0000	EL PRADO RD	CO	CG
1056-061-04-0000	7031 KIMBALL AVE	M2	CG
A portion of the following parcels is proposed for rezoning as shown on the attached map.			
1026-111-01-0000	KIMBALL AVE	OS-1	M2; OS-1
1027-211-05-0000	FLOWERS ST	AG	M2
1026-071-02-0000	EUCLID AVE	OS-1	OS-1; M2
1026-031-01-0000	15180 EUCLID AVE	OS-1	OS-1; M2

RESOLUTION NO. 2025-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO CERTIFYING THE EIR, ADOPTING THE MMRP, AND ADOPTING THE ENVIRONMENTAL FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE CITY OF CHINO 2045 GENERAL PLAN UPDATE (SCH NO. 2024090833).

WHEREAS, in compliance with the California Environmental Quality Act ("CEQA") in 2024, the City of Chino initiated the preparation of a Draft Program Environmental Impact Report (EIR) for the City of Chino 2045 General Plan Update dated June 2025 by RECON Environmental, Inc, for approval of PL23-0128 (General Plan Amendment) and PL23-1029 (Zone Change) (the "Project") to disclose potential effects of the Project, measures to mitigate those effects, and an analysis of alternatives to the Project; and

WHEREAS, on September 23, 2024, the City published a Notice of Preparation (NOP) with the Governor's Office of Land Use and Climate Innovation (LCI) (State Clearinghouse #2024090833) and the City solicited input on the scope and content of the EIR in accordance with CEQA Guidelines Section 15082. The NOP was circulated for 30 days from September 23, 2024, through October 24, 2024, to public agencies and other interested parties to solicit comments and inform the public of the proposed Project; and

WHEREAS, a scoping meeting was held on October 17, 2024, in which the public was invited to review the NOP, 12 comments were received at a scoping meeting and issues were discussed; and

WHEREAS, consistent with Section 15168 of the CEQA Guidelines, a Draft Environmental Impact Report (Draft EIR) was prepared that provides a programmatic analysis of the environmental impacts associated with implementation of the goals, policies, and actions and the projected buildout of the 2045 General Plan Update (Proposed Plan). The Draft EIR evaluates potentially significant environmental impacts associated with the adoption and implementation of the Proposed Plan. The Program EIR examines the potential effects resulting from implementing designated land uses and policies in the Proposed Plan. The impact assessment evaluates the Proposed Plan as a whole and identifies the broad, regional effects that may occur with its implementation. As a programmatic document, this EIR does not assess project-specific impacts that may result from developments pursuant to the Proposed Plan. To the extent that any future development project made possible by the Proposed Plan may have individual, site-specific impacts not addressed in this program EIR, such projects would be subject to separate, project-level environmental review, as required by State law; and

WHEREAS, the California Environmental Quality Act (CEQA) Guidelines section 15126.2(a)(c) requires an Environmental Impact Report to identify and focus on any significant environmental effects of the proposed General Plan update, including effects that cannot be avoided if the Proposed Plan is implemented; and

WHEREAS, based on the analysis contained in the Draft EIR, the City has determined that the Proposed Plan update would result in the significant and unavoidable impacts associated with air quality, noise, greenhouse gas emissions, historic resources, and transportation; and

WHEREAS, based on the analysis contained in the Draft EIR, the City has determined that the Proposed Plan update could result in significant direct and/or cumulative impacts that

would be mitigated to less than significant levels with respect to the following issues: biological resources; cultural and tribal cultural resources; geology, soils, and seismicity; and noise. Mitigation Measures to address these impacts were incorporated into the Draft EIR. The EIR includes the following: Draft EIR, Final EIR, Findings of Fact and Statement of Overriding Considerations, and a Mitigation and Monitoring Reporting Program (MMRP); and

WHEREAS, on June 20, 2025, the City published a Notice of Availability and Notice of Completion for the 2045 General Plan Update Draft EIR and filed these notices with LCI under State Clearinghouse No. 2024090833. The DEIR was released for public review for a 45-day public comment period from June 20, 2025, through August 4, 2025. The City requested consultation with and comments on the DEIR from all applicable parties in compliance with CEQA Guidelines Section 15086. Following the procedures under CEQA Guidelines 15087 and 15105, the NOA and DEIR were released for public review on June 20, 2025, for a 45-day comment period from June 20, 2025, through August 4, 2025. 6 (Six) comment letters, containing over 35 unique comments, were received on the Draft EIR; and

WHEREAS, as required by the CEQA Guidelines Section 15132, a Final EIR has been prepared responding to comments on significant environmental points raised in the review and consultation process of the EIR; and

WHEREAS, the City of Chino has made available for public review the proposed Final EIR; and

WHEREAS, the City of Chino on August 14 in accordance with Section 15088 of the CEQA Guidelines, provided written responses to the public agencies and other entities that provided written comments on the Draft EIR; and

WHEREAS, on August 20, 2025, the Final EIR (including the Draft EIR) was presented to the Planning Commission of the City of Chino, including the Ex-Officio Members from the Sphere of Influence, and the Planning Commission reviewed and considered the information contained in the Final EIR and by a vote of 9-0 recommended approval of the Project; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provide copies of its responses to commenting public agencies at least ten (10) days prior to the City Councils consideration of the Final EIR; and

WHEREAS, copies of the Draft EIR responses to comments received on the draft environmental documents were made available for review at the following locations: City of Chino Development Services Department at Chino City Hall, 13220 Central Avenue, Chino and the Chino Branch Library, 13180 Central Avenue, Chino, and the City's website and are set forth in Exhibit B.4 to the September 2, 2025, agenda report and this resolution; and

WHEREAS, all of the requirements of State law have been satisfied by the City in connection with the preparation of the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the project have been adequately evaluated; and

WHEREAS, the City has made certain findings of fact, based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the project, which are incorporated herein by this reference; and

WHEREAS, the cumulative impacts of the project are identified in the EIR, set forth in Exhibit B.1 to the agenda report and this resolution; and

WHEREAS, the irreversible impacts of the project are identified in the EIR, and are set forth in Exhibit B.1 to the September 2, 2025, agenda report and this resolution; and

WHEREAS, the findings of fact are set forth in Exhibit B.2 to the September 2, 2025, agenda report and this resolution; and

WHEREAS, an Errata has been prepared that outlines the changes made to the EIR set forth in Exhibit B.3 to the September 2, 2025, agenda report and this resolution; and

WHEREAS, all the mitigation measures identified in the EIR that are necessary to reduce the potentially significant impacts of the project to a level of less than significant are set forth in the Mitigation and Monitoring and Reporting Program (MMRP) as set forth in Exhibit B.5 to the to the September 2, 2025, agenda report and this resolution; and

WHEREAS, projects consistent with the Proposed Plan and the findings of this EIR may also be eligible for streamlined environmental review as permitted under CEQA. This EIR represents the City's best effort to evaluate the implementation and buildout of the Proposed Plan through its horizon year of 2045. While it is anticipated that conditions may change, the assumptions used are the best available at the time of preparation and reflect existing knowledge of patterns of development; and

WHEREAS, on September 2, 2025, the City Council of the City of Chino conducted a duly noticed public hearing regarding the adequacy of the Final EIR, at which time all interested parties were given the opportunity to be heard; and

WHEREAS, prior to taking action, the City Council heard and reviewed the presentation, reviewed and considered all of the information and data in the administrative record, including but not limited to the EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the project; and

WHEREAS, no comments made in the public hearings conducted by the City and no additional information submitted to the City have produced substantial new information requiring recirculation of the EIR or additional environmental review of the Proposed Plan under Public Resource Code section 21092.1 and State CEQA Guidelines Section 15088.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHINO that the above Recitals are true and correct, are adopted, and have served, together with the supporting documents, as the basis for the findings and approvals set forth in this Resolution and the City Council certifies the EIR, adopts the MMRP, and adopts the environmental findings of fact and statement of overriding considerations for the City of Chino 2045 General Plan Update based on the following Findings:

1. The City Council determines that each of the recitals set forth above are true and correct and incorporated herein by reference.

2. The City Council hereby finds that it has been presented with the EIR, set forth as Exhibit B.1 to the September 2, 2025 agenda report and incorporated herein by reference, which it has been reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the State CEQA Guidelines. The City Council finds that the EIR reflects the independent judgment and analysis of the City. The City Council declares that no evidence of new significant impacts or any new information of "substantial importance" as defined by State CEQA Guidelines Section 15088.5, has been received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the City Council hereby certifies the EIR based on the entirety of the record of proceedings.

3. The City Council hereby adopts the CEQA "Findings of Fact" set forth in Exhibit B.2 to the September 2, 2025, agenda report and incorporated herein by reference, pursuant to State CEQA Guidelines Section 15091.

4. The City Council hereby adopts the Statement of Overriding Considerations set forth in Exhibit B.2 to the September 2, 2025, agenda report and incorporated herein by reference, for the project as supported by substantial evidence in the record pursuant to CEQA Section 15093.

5. The City Council hereby adopts the MMRP and make implementation of the mitigation measures contained in the MMRP a condition of approval of the project. (Exhibit B.5 to the September 2, 2025, agenda report). In the event of inconsistencies between the mitigation measures set forth in the EIR or the Findings of Fact and MMRP, the MMRP shall control.

6. The documents and materials that constitute the record of proceedings on which this Resolution has been based are in the custody of the City Clerk, City of Chino, and are located at 13220 Central Avenue, Chino, 91710. This information is provided pursuant to Public Resources Code section 21081.6(a)(2).

7. The Proposed 2045 General Plan Update is a document, set forth in Exhibit A.1 to the September 2, 2025, agenda report and incorporated by reference herein, to be adopted by the City Council that serves the following objectives:

    a. Promote a balanced community with a clear development pattern defined by lively activity centers, thriving employment districts, and safe, livable neighborhoods.

    b. Focus future population, housing and employment growth into Key Opportunity Areas while preserving and enhancing the community's distinctive small town feel that comes from strong community bonds and a respect for the community's agricultural roots.

    c. Position Downtown as a focal point for civic, cultural, and community life, anchored by its charming historic buildings, the Civic Center, and a host of thriving restaurants, shops, and entertainment venues in a walkable environment.

d. Revitalize older shopping centers and commercial corridors so that they feature a range of new uses to serve community needs and act as vital activity hubs and social gathering places that contribute to local character and quality of life.

e. Prioritize business attraction and retention to foster a strong, stable economy that welcomes innovation and promoting entrepreneurship.

f. Reinforce connections to the regional transportation network.

g. Strengthen the network of safe streets and multi-use trails that link neighborhoods, parks, schools, and other community destinations, tying older and newer parts of Chino together.

h. Enhance neighborhood livability by promoting active, healthy lifestyles with indoor and outdoor recreational amenities and by prioritizing clean air, water, fresh food, and community health.

i. Protect the community from natural hazards, build resilience to climate change, and promote emergency preparedness.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF SEPTEMBER 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

Attachments:
A.1 2045 General Plan (website address below)
B.1 Final 2045 General Plan Update PEIR (link below)
B.2 Findings of Fact and Statement of Overriding Considerations
B.3 Errata
B.4 Response to Comments
B.5 Mitigation Monitoring and Reporting Program (MMRP)
https://www.cityofchino.org/591/Environmental-Documents

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 was duly adopted by the Chino City Council at a regular meeting held on the 2nd day of September 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

CHINO 2045 GENERAL PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT
(SCH #2024090833)

CANDIDATE CEQA FINDINGS OF FACT

TABLE OF CONTENTS

Section Page

I. INTRODUCTION....1
A. California Environmental Quality Act....1
B. Project Background....2
C. Record of Proceedings....2
D. Custodian and Location of Records....3
II. PROJECT SUMMARY....3
A. Project Location....3
B. Project Description....4
C. Statement of Objectives....5
III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION....6
A. Notice of Preparation....6
B. Public Review of PEIR....6
C. Decision-Making Process....7
IV. GENERAL FINDINGS....7
V. FINDINGS REQUIRED UNDER CEQA....8
A. Legal Effects of Findings....9
VI. MITIGATION MONITORING AND REPORTING PROGRAM....9
VII. SUMMARY OF IMPACTS....9
VIII. LESS THAN SIGNIFICANT IMPACTS....11
IX. SIGNIFICANT EFFECTS AND MITIGATION MEASURES....11
A. Impacts Mitigated to Less than Significant Levels: Findings Pursuant to State CEQA Guidelines Section 15091(a)(1)....11
B. Impacts that Can Only be Mitigated to Less than Significant Levels by Another Jurisdiction: Findings Pursuant to State CEQA Guidelines Section 15091(a)(2)....21
C. Impacts that Would Remain Significant and Unavoidable Findings Pursuant to State CEQA Guidelines Section 15091(a)(3)....22
X. FINDINGS REGARDING ALTERNATIVES....40
A. No Project (Existing General Plan) Alternative....41
B. Redistributed Housing Alternative....41
C. Increased Downtown Development Alternative....43
XI. STATEMENT OF OVERRIDING CONSIDERATIONS....43
Overriding Benefits....44

TABLE OF CONTENTS
(cont.)

XII. FINDINGS REGARDING OTHER CEQA CONSIDERATIONS 45
A. Growth Inducement 45
B. Significant Irreversible Environmental Changes 45
XIII. DECISION AND EXPLANATION REGARDING RECIRCULATION OF THE EIR 46

I. INTRODUCTION

A. California Environmental Quality Act

The California Environmental Quality Act (CEQA; Public Resources Code Section 21000, et seq.) and the State CEQA Guidelines (CEQA Guidelines; 14 California Code of Regulations Section 15000, et seq.) promulgated thereunder, require that the environmental impacts of a project or program be examined before a project is approved. In addition, once significant impacts have been identified, CEQA and the State CEQA Guidelines require that certain findings be made before project approval. While staff of a decision-making body can assist in recommending adoption of findings to proceed on a project subject to a certified Environmental Impact Report (EIR), only the decision-making body has the authority to make such findings. Specifically, State CEQA Guidelines Section 15091 (a) states that no public agency shall approve or carry out a project or program for which an EIR has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out, unless such public agency makes one or more of the following findings for each potentially significant effect:

(1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effects on the environment;

(2) Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can or should be, adopted by that other agency; or

(3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

CEQA also requires that the findings made pursuant to Section 15091 of the CEQA Guidelines be supported by substantial evidence in the record (Section 15091(b) of the CEQA Guidelines). Under CEQA, substantial evidence means enough relevant information has been provided (and reasonable inferences from this information may be made) that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Substantial evidence must include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts (Section 15384 of the CEQA Guidelines).

When making the findings required in CEQA Guidelines Section 15091 (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

The following Candidate Findings of Fact (Findings) have been submitted to the City Council of the City of Chino (City), as the decision-making body, to be approved for the Chino 2045 General Plan Update (project) pursuant to CEQA. The project, as detailed below, would result in significant and unavoidable impacts. Therefore, a Statement of Overriding Considerations is included herein (Section XI), as part of the project's Findings.

Having received, reviewed, and considered the Final Program Environmental Impact Report (PEIR) for the project, State Clearinghouse Number 2024090833, as well as all other information in the Record of Proceedings (as defined below) on this matter, the following Findings are hereby adopted by the City in its capacity as the CEQA lead agency. These Findings set forth the environmental basis for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the program.

B. Project Background

The City has prepared a PEIR as defined in Section 15168 of the State CEQA Guidelines. A PEIR is the appropriate environmental document under CEQA for a series of actions that are characterized as one large project through reasons of geography, similar rules or regulations, or where individual activities will occur under the same regulatory process with similar environmental impacts that can be mitigated in similar ways. Because the project consists of a long-term plan that would be implemented as a policy document guiding future development activities, and this PEIR includes a mitigation framework that would ensure mitigation would be implemented by future projects, a program approach is appropriate. The Final PEIR may serve as the environmental document for subsequent activities or implementing actions. If, in examining future actions for development within the City, the City finds no new effects could occur or no new mitigation measures would be required other than those analyzed and/or required in this Final PEIR, the City can approve the activity as being within the scope covered by the Final PEIR and no new environmental documentation would be required. If additional analysis is required, it can be streamlined by tiering from the Final PEIR pursuant to State CEQA Guidelines Sections 15152, 15153, 15168, and 15183 (e.g., through the preparation of a Mitigated Negative Declaration, Addendum, or Supplemental or Subsequent EIR).

These Findings are made relative to the specific conclusions of the Final PEIR prepared for the project.

C. Record of Proceedings

For purposes of CEQA and these Findings, the Record of Proceedings for the project consists of the following documents and other evidence, at a minimum:

- The Notice of Preparation (NOP) and all other public notices issued by the City in conjunction with the project;
- Comments received on the NOP;
- The Draft PEIR for the project;
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft PEIR;
- All responses to written comments submitted by agencies or members of the public during the public review and comment period for the Draft PEIR;
- The Mitigation Monitoring and Reporting Program (MMRP);

- All documents, studies, EIRs, or other materials incorporated by reference or cited to in the Draft PEIR and the Final PEIR;
- All supplemental documents prepared for the PEIR and submitted to the City Council prior to this hearing;
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these Findings;
- City staff report prepared for this hearing related to the proposed project and any exhibits thereto;
- Project permit conditions; and
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e).

The Draft PEIR and all related appendices were made available for review during the public review period at City Hall, located at 13220 Central Avenue, Chino, California. A copy of the Draft PEIR was also available for review at the Chino Branch Library, located at 13180 Central Avenue, Chino, California.

The Draft PEIR was also available for review on the City's Community Development Department website: https://www.cityofchino.org/591/Environmental-Documents.

D. Custodian and Location of Records

The documents and other materials which constitute the administrative record for the City's actions related to the project are located at City Hall, located at 13220 Central Avenue, Chino, California. The Community Development Department is the custodian of the administrative record for the project.

Copies of these documents, which constitute the Record of Proceedings, are, and at all relevant and required times have been and will be, available upon request at the offices of the Community Development Department. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and State CEQA Guidelines Section 15091(e).

II. PROJECT SUMMARY

A. Project Location

The project would update the City's Adopted General Plan and would guide future land use decisions, providing a long-term vision for the City, guiding growth and development within the City and its Sphere of Influence, collectively known as the Planning Area, through the planning horizon year of 2045. The boundary of the Planning Area was determined in response to state law requiring each city to include in its general plan all territory within the boundaries of the incorporated area as well as "any land outside its boundaries which in the planning agency's judgment bears relation to

its planning" (California Government Code Section 65300). The City is located within San Bernardino County in the state of California, approximately 36 miles east of Los Angeles, 30 miles west of San Bernardino, 25 miles northeast of Anaheim, and 50 miles northeast of Long Beach.

The northern portion of the City is bisected by State Route (SR) 60, a major east-west freeway and goods movement corridor that connects the Los Angeles metropolitan area with the Inland Empire and points beyond. SR-71 generally forms the City's western boundary, providing connections to Pomona to the north and job centers in Orange County to the south via SR-91. SR-83, known locally as Euclid Avenue, generally forms the eastern boundary of the northern part of the City, providing connections to the City of Ontario to the north.

B. Project Description

The project would update the City's Adopted General Plan to incorporate strategies addressing multimodal mobility, environmental justice, climate vulnerability, and emergency evacuation, among other topics. The project would serve as the blueprint for the City's future and would focus on Key Opportunity Areas where change is foreseeable. These are generally areas with clusters of vacant and underutilized land, many of which contain commercial properties recently rezoned to permit multi-family housing. Outside of these Key Opportunity Areas, the 2045 General Plan would maintain the existing urban form and enhance the character and quality of life in the City's established neighborhoods and would support continued implementation of The Preserve Specific Plan. Key project components include the following:

- Four new land use designations are designed to promote a vibrant mix of uses in Key Opportunity Areas including a Regional Mixed Use (RMU) designation, a Boulevard Mixed Use (BMU) designation, a new Downtown (DT) land use designation, and a new Employment Mixed Use (EMU) designation.

- An updated circulation diagram with new roadway classifications for mixed-use boulevards and Downtown streets that emphasize walkability and roadway safety.

- Completion of the Pine Avenue Connector, linking SR-71 with Euclid Avenue.

- Strategies for effectively managing truck traffic to minimize conflicts with bicycles, pedestrians, and local traffic while optimizing access to the regional network.

- Establishing "good neighbor" policies and performance standards for light industrial and manufacturing uses, particularly where adjacent to residential neighborhoods. These policies and standards would govern screening, landscaping, architectural design, noise, air quality, traffic, and access.

- Streetscape improvements to improve bicycle/pedestrian safety and enhance walkability along segments of Riverside Drive, including wider sidewalks, landscaped buffers between pedestrians and traffic, the addition of bicycle lanes, and the conversion of the ends of some alleyways into pocket parks/plazas.

- A new Community Health and Environmental Justice Element with strategies to promote active, healthy lifestyles, reduce exposure to air pollution, mitigate urban heat in summertime, and improve roadway safety, particularly around schools and community centers.

- Strategies to incentivize the creation of mini parks, plazas, and publicly accessible privately-owned open spaces in the northern part of the city where there is a need for new parks and recreational spaces.

- Policy guidance for future uses on the former Ayala Park driving range, including providing on site food and beverage vending for game and event days and/or constructing a water park.

Additionally, it is envisioned that the project would provide direction for the repeal of the following three outdated specific plans and the incorporation of any standards and provisions from those plans that remain relevant into the Zoning Code: the Central Avenue Specific Plan, the Eucalyptus Business Park Specific Plan, and the Spectrum Center Specific Plan. The Proposed Planning Area comprises a total of 20,626 acres (32.23 square miles) of both incorporated and unincorporated land bearing relation to the City's future growth.

The project would also modify the organizational structure of the Adopted General Plan. Some chapters were combined and renamed to better reflect community priorities identified through the process and to incorporate new requirements established in state law. The chapters of the project would be organized as follows:

- Introduction
- Land Use and Community Character
- Economic Development
- Infrastructure
- Parks, Recreation and Community Services
- Hazards, Safety, and Noise
- Health and Environmental Quality
- Implementation

C. Statement of Objectives

As described in Section 3.2 of the Final PEIR, the following objectives are identified for the project:

1. Promote a balanced community with a clear development pattern defined by lively activity centers, thriving employment districts, and safe, livable neighborhoods.

2. Focus future population, housing and employment growth into Key Opportunity Areas while preserving and enhancing the community's distinctive small town feel that comes from strong community bonds and a respect for the community's agricultural roots.

3. Position Downtown as a focal point for civic, cultural, and community life, anchored by its charming historic buildings, the Civic Center, and a host of thriving restaurants, shops, and entertainment venues in a walkable environment.

4. Revitalize older shopping centers and commercial corridors so that they feature a range of new uses to serve community needs and act as vital activity hubs and social gathering places that contribute to local character and quality of life.

5. Prioritize business attraction and retention to foster a strong, stable economy that welcomes innovation and promoting entrepreneurship.

6. Reinforce connections to the regional transportation network.

7. Strengthen the network of safe streets and multi-use trails that links neighborhoods, parks, schools, and other community destinations, tying older and newer parts of Chino together.

8. Enhance neighborhood livability by promoting active, healthy lifestyles with indoor and outdoor recreational amenities and by prioritizing clean air, water, fresh food, and community health.

9. Protect the community from natural hazards, build resilience to climate change, and promote emergency preparedness.

The City has considered the statement of objectives sought by the project and hereby adopts these objectives as part of the project.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

A. Notice of Preparation

In accordance with State CEQA Guidelines Section 15082, the City distributed an NOP of a Draft PEIR to the State Clearinghouse, local and regional responsible agencies, and other interested parties. The NOP was circulated for public comment on September 23, 2024, and a scoping meeting held on October 17, 2024. Comment letters received during the NOP review period are included in the Final PEIR as Appendix A.

B. Public Review of PEIR

The Draft PEIR for the project was prepared and circulated for review and comment by the public, agencies, and organizations for a public review period that began on June 20, 2025, and concluded on August 4, 2025. A Notice of Completion of the Draft PEIR was sent to the State Clearinghouse and the Draft PEIR was circulated to state agencies for review through the State Clearinghouse, Office of Planning and Research.

A Notice of Availability of the Draft PEIR for review was provided to organizations and parties expressing interest in the project, was posted on the City's website, and was published in a newspaper of general circulation. Comments submitted to the City during the public review of the Draft PEIR have received formal responses as required by CEQA. Those responses to comments have been incorporated into the Final PEIR.

C. Decision-Making Process

The project will be formally heard before the City Council on September 2, 2025, unless the same is continued or rescheduled subject to the provision of notice as required by law, when an ultimate disposition (approval/denial of the project and certification of the Final PEIR) will be determined.

IV. GENERAL FINDINGS

The City hereby finds as follows:

- Pursuant to State CEQA Guidelines Sections 15050 and 15051, the City is the Lead Agency for the project.
- The Draft PEIR and Final PEIR were prepared in compliance with CEQA, CEQA Guidelines, and any City CEQA Significance Determination Thresholds.
- The City has independently reviewed and analyzed the Draft PEIR and Final PEIR, and these documents reflect the independent judgment of the City.
- An MMRP has been prepared for the project, which the City has adopted or made a condition of approval of the project. That MMRP is incorporated herein by reference and is considered part of the Record of Proceedings for the project.
- The MMRP designates responsibility and anticipated timing for the implementation of mitigation measures. The City will serve as the MMRP Coordinator.
- In determining whether the project has a significant impact on the environment, and in adopting these Findings pursuant to Public Resources Code Section 21081, the City has based its decision on substantial evidence and has complied with Public Resources Code Sections 21081.5 and 21082.2 and State CEQA Guidelines Section 15901(b).
- The impacts of the project have been analyzed to the extent feasible at the time of certification of the Final PEIR.
- The City reviewed the comments received on the Draft PEIR and the responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts associated with the project. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings concerning the environmental impacts identified and analyzed in the Final PEIR.
- The responses to comments on the Draft PEIR, which are contained in the Final PEIR, clarify and amplify the analysis in the Draft PEIR, and do not result in new information being added to the Final PEIR which would require recirculation pursuant to CEQA Guidelines Section 15088.5(a).

- The City has made no decisions that constitute an irretrievable commitment of resources toward the project prior to certification of the Final PEIR, nor has the City previously committed to a definite course of action with respect to the project.

- Copies of all the documents incorporated by reference in the Draft PEIR and/or Final PEIR are and have been available upon request at all times at the offices of the City, custodian of record for such documents or other materials.

- Having received, reviewed, and considered all information and documents in the record, the City hereby conditions the project and finds as stated in these Findings.

V. FINDINGS REQUIRED UNDER CEQA

Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available that would substantially lessen the significant environmental effects of such projects[…]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects or programs and the feasible alternatives or feasible mitigation measures that will avoid or substantially lessen such significant effects. Public Resources Code Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects."

The mandate and principles announced in Public Resources Code Section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects or programs for which EIRs are required. For each significant environmental effect identified in an EIR for a proposed project or program, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that "changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR" (State CEQA Guidelines Section 15091(a)(1)). The second permissible finding is that "such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency" (State CEQA Guidelines Section 15091 (a)(2)). The third potential conclusion is that "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR" (State CEQA Guidelines Section 15091(a)(3)). Public Resources Code Section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." State CEQA Guidelines Section 15364 adds another factor: "legal" considerations (see also *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565).

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modifications or alternatives are not required, however, where such changes are infeasible or where the exclusive jurisdiction and responsibility for modifying the project lies and has been implemented by another agency (State CEQA Guidelines Section 15091, subdivisions (a), (b), and (c)).

A. Legal Effects of Findings

To the extent that these Findings conclude that various design features incorporated into the program and mitigation measures outlined in the Final PEIR are feasible and have not been modified, superseded, or withdrawn, the City hereby binds itself to implement these design features and mitigation measures. These Findings, therefore, constitute a binding set of obligations that will come into effect when the City formally approves the project.

The project design features and adopted mitigation measures are included in the MMRP adopted concurrently with these Findings and will be effectuated both through the process of constructing and implementing the project.

VI. MITIGATION MONITORING AND REPORTING PROGRAM

As required by Public Resources Code Section 21081.6 (a)(1), the City, in adopting these Findings, also concurrently adopts an MMRP. The program is designed to ensure that during project implementation, all responsible parties comply with the feasible mitigation measures identified below. The MMRP is described in the document entitled "Mitigation Monitoring and Reporting Program," included as Chapter 8 of the Final PEIR. The City will use the MMRP to track compliance with required mitigation measures. The MMRP will be available for the public to review by request during the mitigation compliance period, which is ongoing following program approval and through buildout of future projects implemented under the conditions of the program.

The MMRP will serve the dual purpose of verifying the completion of the mitigation measures for the program and generating information on the effectiveness of the mitigation measures to guide future decisions.

VII. SUMMARY OF IMPACTS

The Final PEIR contains an environmental analysis of the potential impacts associated with project implementation. The Final PEIR concludes that the project would have **no significant impacts and require no mitigation measures** associated with the following issues:

- Aesthetics (Issue 1-Scenic Vistas; Issue 2-Scenic Resources, Issue 3-Visual Character, and Issue 4-Light and Glare)
- Air Quality (Issue 4-Odors)
- Biological Resources (Issue 4-Wildlife Movement and Corridors, Issue 5-Habitat Conservation Planning, and Issue 6-Policies and Ordinances Protecting Biological Resources)
- Cultural and Tribal Resources (Issue 3-Human Remains)
- Geology and Soils (Issue 1-Seismic Hazards, Issue 2-Soil Erosion, Issue 3-Unstable Geology, Issue 4-Expansive Soils, and Issue 5-Septic Tanks)
- Hazards and Hazardous Materials (Issues 1-Transport, Use, or Disposal of Hazardous Materials, Issue 2-Accidental Release, Issue 3-Emissions Near a School, Issue 4-Hazardous

Material Sites, Issue 5-Airport Hazards, Issue 6-Emergency Response, and Issue 7-Wildland Fires)

- Hydrology/Water Quality (Issue 1-Water Quality Standards, Issue 2-Groundwater, Issue 3-Drainage Patterns/Storm Water Runoff, Issue 4-Flood Hazard, and Issue 5-Water Quality Control Plans)
- Land Use/Planning (Issue 1-Physically Divide an Established Community and Issue 2-Conflict with Applicable Plans and Policies)
- Noise (Issue 1-Increase in Ambient Noise: Railroad Noise, Issue 2-Vibration: Railroad/ Stationary Sources, and Issue 3: Aircraft Noise)
- Population and Housing (Issue 1-Population Growth and Issue 2-Displace People or Housing)
- Public Services and Recreation (Issue 1-Public Services, Issue 2-Increased Use of Parks/Recreational Facilities, and Issue 3-Construction/Expansion of Recreational Facilities)
- Transportation (Issue 1-Circulation System: Public Transit and Bicycle and Pedestrian Facilities, Issue 3-Hazards Due to a Design Feature, and Issue 4-Emergency Access)
- Utilities and Service Systems (Issue 1-Utility Infrastructure, Issue 2-Water Supply, Issue 3-Wastewater Treatment, Issue 4-Solid Waste Capacity, and Issue 5-Solid Waste Management)
- Wildfire (Issue 1-Emergency Response Plans, Issue 2-Wildfire, Issue 3-Infrastructure, and Issue 4-Flooding or Landslide)

The Final PEIR concludes that implementation of the project would result in **significant direct and/or cumulative impacts that would be mitigated to less than significant levels** with respect to the following issues:

- Biological Resources (Issue 1-Special Status Species, Issue 2-Sensitive Riparian Habitats, and Issue 3-Jurisdictional Wetlands and Waters) (Direct and Cumulative)
- Cultural and Tribal Resources (Issue 2-Archeological Resources and Issue 4-Tribal Cultural Resources) (Direct and Cumulative)
- Geology and Soils (Issue 6-Paleontological Resources) (Direct and Cumulative)
- Noise (Issue 1-Increase in Ambient Noise: Stationary Noise/Construction Noise (Direct and Cumulative)

The Final PEIR concludes that implementation of the project would result in **significant and unavoidable direct and/or cumulative impacts** with respect to the following issues:

- Air Quality (Issue 1-Air Quality Plans, Issue 2- Criteria Pollutants, and Issue 3-Sensitive Receptors) (Direct and Cumulative)
- Cultural and Tribal Cultural Resources (Issue 1-Historic Resources) (Direct and Cumulative)
- Greenhouse Gas (Issue 1-Greenhouse Gas (GHG) Emissions, Issue 2-Policies, Plans, and Regulations Intended to Reduce GHG Emissions) (Direct and Cumulative)
- Noise (Issue 1-Increase in Ambient Noise: Traffic Noise/Land Use Compatibility, Issue 2-Vibration: Construction) (Direct and Cumulative)
- Transportation (Issue 1-Circulation System: Roadway System and Issue 2-Vehicle Miles Traveled) (Direct and Cumulative)

VIII. LESS THAN SIGNIFICANT IMPACTS

The City finds the characterization of impacts in the Final PEIR with respect to issue areas identified as less than significant have been described accurately and would result in less than significant impacts as so described in the Final PEIR. This finding applies to the impacts evaluated in the Final PEIR and determined to be less than significant, as stated under Section VII.

IX. SIGNIFICANT EFFECTS AND MITIGATION MEASURES

A. Impacts Mitigated to Less than Significant Levels: Findings Pursuant to State CEQA Guidelines Section 15091(a)(1)

1. Biological Resources

Significance Determinations Threshold 1: Sensitive Species

Pursuant to Issue 1, a significant impact would occur if the project resulted in a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Impact

As described in Section 4.3.4 of the Final PEIR, buildout of the project would have the potential to directly and/or indirectly impact candidate, sensitive, or special status species. Potential direct impacts would include the removal of habitat through future development and redevelopment of project sites that support sensitive species. The project has been designed to minimize impacts to sensitive species by primarily focusing future development and redevelopment within the Key Opportunity Areas. However, some sensitive species observations have occurred within the central and northern portions of the Planning Area, including within the Key Opportunity Areas.

Furthermore, future development and redevelopment may occur throughout the Planning Area, including vacant parcels with habitat types that may support sensitive species. Future development and redevelopment may also result in indirect impacts to sensitive plant or wildlife species due to excess noise, lighting, or runoff generated during construction of projects both within and outside the Key Opportunity Areas. Furthermore, project construction could result in direct impacts to nesting or migratory birds from the removal of mature trees and/or native vegetation within project areas during the typical bird breeding season (January 15 to September 15). Therefore, impacts to sensitive species would be potentially significant.

Mitigation Framework

The following mitigation measures would apply:

BIO-1: Biological Assessment and Mitigation

Applications for future development of vacant properties (and portions thereof), wherein the City's Director of Development Services or their designee has determined a potential for impacts to sensitive biological resources, shall be required to prepare a site-specific general biological resources survey to identify the presence of any sensitive biological resources, including any sensitive plant or wildlife species. The report shall identify the need for focused presence/absence surveys and identify the presence of state or federal regulated wetlands or waters. If potentially significant impacts to sensitive biological resources, including sensitive species and/or wetlands are identified, the report shall also recommend appropriate mitigation to reduce the impacts to below a level of significance.

BIO-2: Nesting Birds

Applications for future development, wherein the City's Director of Development Services or their designee has determined a potential for impacts to mature trees and/or native vegetation suitable for nesting birds, shall be required to restrict removal of sensitive habitat and vegetation to outside the breeding seasons of any sensitive species identified within adjacent properties (typical bird breeding season is January 15 to September 15, as early as January 1 for some raptors). If vegetation clearing must begin during the breeding season, a qualified biologist shall provide recommendations to avoid impacts to nesting birds which typically includes a pre-construction survey within three days of the start of construction to determine the presence of active nests.

If active nests are found, avoidance measures shall be implemented to ensure protection of the nesting birds. Avoidance measures may include a no-activity buffer zone, typically 300 feet from the area of disturbance or 500 feet for raptors, established at the discretion of the qualified biologist in consultation with the City, If activity buffer zones are not feasible, temporary noise barriers may be installed to attenuate construction noise. Noise wall height and adequacy shall be supported by a noise analysis to determine the anticipated construction noise levels with attenuation measures as recommended by the biologist and approved by the City. Periodic noise monitoring shall be conducted during construction to ensure noise attenuation standards are met. Accepted noise levels are species dependent and existing ambient noise levels can play a factor in establishing baseline acceptable noise.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Implementation of mitigation measures BIO-1 and BIO-2 would require the identification of potential direct and indirect impacts to sensitive species and implement appropriate site-specific measures to reduce the impacts to below a level of significance. Implementation of mitigation measures BIO-1 and BIO-2 would reduce impacts on sensitive and special status species to a less than significant level.

Reference

Final PEIR Section 4.3 Biological Resources

Significance Determination Threshold 2: Sensitive Riparian Habitats

Pursuant to Issue 2, a significant impact would occur if the project resulted in a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Impact

As described in Section 4.3.5 of the PEIR, the majority of the land within the Key Opportunity Areas consists of urban/developed land. However, future development may occur throughout the Planning Area, including vacant parcels with habitat types that may support sensitive natural communities and riparian habitat. Therefore, impacts to riparian and sensitive habitats would be potentially significant.

Mitigation Framework

See mitigation measure BIO-1.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Implementation of mitigation measure BIO-1 would require the identification of on-site biological resources and include specific avoidance, minimization, and mitigation measures for impacts to riparian and sensitive habitats. Implementation of mitigation measure BIO-1 would reduce impacts on riparian and sensitive habitats to a level less than significant.

Reference

Final PEIR Section 4.3 Biological Resources

Significance Determination Threshold 3: Jurisdictional Wetlands and Waters

Pursuant to Issue 3, a significant impact would occur if the project would result in a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

Impact

As described in Section 4.3.6 of the Final PEIR, the project has been designed to minimize impacts to jurisdictional wetlands and waters by primarily focusing future development and redevelopment within the Key Opportunity Areas. However, future development and redevelopment may occur throughout the Planning Area, including vacant parcels with jurisdictional wetlands and waters. Therefore, impacts to jurisdictional wetlands and waters would be potentially significant.

Mitigation Framework

See mitigation measure BIO-1.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Implementation of mitigation measure BIO-1 would require identification of on-site biological resources and include specific avoidance, minimization, and mitigation measures for impacts on wetlands. Implementation of mitigation measure BIO-1 would reduce impacts on wetlands to a level less than significant.

Reference

Final PEIR Section 4.3 Biological Resources

2. Cultural and Tribal Cultural Resources

Significance Determination Threshold 2: Archaeological Resources

Pursuant to Issue 2, a significant direct and cumulative impact would occur if the project would result in a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Section 15064.5.

Impacts

As described in Section 4.4.6 of the Final PEIR, future development would be focused in urbanized areas and previous agricultural areas that have been disturbed and are therefore unlikely to possess native soil with intact buried archaeological resources. None of the Key Opportunity Areas possess known archaeological resources. Nonetheless, future development and redevelopment within the Planning Area would have the potential to impact undiscovered archaeological resources that have not been recorded or evaluated or may become eligible for listing in the future. Therefore, implementation of future projects could result in ground-disturbing activities within vacant land that could unearth unknown buried archaeological resources. Grading, excavation, and other ground disturbing activities associated with future development could expose buried archaeological resources and features. Therefore, impacts to archaeological resources would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

CUL-2: Cultural Resources Assessment

Prior to project approval or the issuance of grading permits (whichever is applicable and comes first), the City shall require applicants for future proposed ground disturbing projects to determine the presence or absence of archaeological resources and appropriate mitigation measures. The following steps to achieve these goals:

1) A qualified archaeologist meeting the Secretary of the Interior Standards shall conduct a cultural resources assessment consisting of a record search from the SCCIC, a sacred lands search from the NAHC, a pedestrian survey, background context and project specific recommendations

2) If the cultural resources assessment identifies archaeological resources that have not been evaluated for significance per CEQA thresholds (see Section 4.4.3 above), then an evaluation program shall be completed. An evaluation program generally will include excavation to determine depth, extent, integrity, and content of the subsurface cultural material,

3) If an archaeological resource is determined significant and avoidance through project redesign is not feasible, a data recovery and construction monitoring program shall be implemented to reduce impacts to an archaeological resource to below a significant level, and

4) After construction, a final data recovery and monitoring report shall be completed documenting the result of the data recovery, research design, and monitoring efforts. Confidential attachments must be submitted under separate covers. Artifacts collected during the evaluation, data recovery, and monitoring efforts must be curated at an appropriate facility consistent with the state and federal curation standards (36 CFR 79 of the Federal Register) and that allows access to the artifact collections.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Implementation of mitigation measure CUL-2 would require project level surveys to determine the potential for archaeological resources, and if so determined, to include site-specific mitigation measures to reduce impacts on archaeological resources to a level less than significant. The implementation of mitigation measure CUL-2 would reduce impacts on cultural resources to a level less than significant.

Reference

Final PEIR Section 4.4 Cultural and Tribal Cultural Resources

Significance Determination Threshold 4: Tribal Cultural Resources

Pursuant to Issue 4, a significant impact would occur if the project would result in a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is either:

- listed or eligible for listing in the California Register of Historical Resources, in a local register; or

- a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Public Resources Code Section 5024.1 (c).

Impacts

As described in Section 4.4.8 of the Final PEIR, while much of the Key Opportunity Areas are urbanized or are former agricultural areas that have previously been disturbed, there is a potential for encountering undiscovered buried resources associated within Native American culture. The potential for intact tribal cultural deposits at depth exists at many locations where undocumented fill or alluvial deposition may mask buried resources, or in proximity to known recorded archaeological resources, which can also be tribal cultural resources as defined in CEQA (Public Resource Code Section 21074). The Native American Heritage Commission sacred lands search indicated the results are positive. Construction of future site-specific development and redevelopment under the project would have the potential to unearth unknown cultural resources, including religious or sacred uses. Where required under Assembly Bill 52, future site-specific development under the project would be subject to further consultation, which may identify unknown tribal cultural resources that have not been formally recorded during the consultation for the project. Nonetheless, grading or excavation

within native soils could also expose unknown buried tribal cultural resources and features, including sacred sites. Therefore, impacts to tribal cultural resources would be potentially significant.

Mitigation Framework

See mitigation measure CUL-2.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Where required under Assembly Bill 52, future projects would be required to consult with known Native American tribes resulting in further site-specific consideration of potential resources. Future projects would also implement mitigation measure CUL-2 requiring project level surveys to determine the potential for archaeological resources, and if so determined, to include site-specific mitigation measures to reduce impacts on tribal cultural resources to a level less than significant. Therefore, implementation of regulatory compliance and mitigation measure CUL-2 would reduce impacts on tribal cultural resources to a level less than significant.

Reference

Final PEIR Section 4.4 Cultural and Tribal Cultural Resources

3. Geology and Soils

Significance Determination Threshold 6: Paleontological Resources

Pursuant to Issue 6, a significant impact would occur if the project would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Impact

As described in Section 4.5.9 of the Final PEIR, the project has been designed to minimize impacts on paleontological resources by focusing future development and redevelopment within the Key Opportunity Areas, which consist primarily of developed land that has been disturbed previously and is unlikely to possess unknown paleontological resources. However, development throughout the broader Planning Area would have the potential to disturb native soils which may possess unknown paleontological resources. Therefore, impacts on paleontological resources would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

GEO-1: Paleontological Resources Evaluation

> Applications for future development, wherein the Community Development Director or his or her designee has determined a potential for impacts to paleontological resources, shall review the underlying geology and paleontological sensitivity of the site. If it is determined that the potential exists that sensitive paleontological resources are present, the applicant shall provide a paleontological resources technical report consisting of a record search, survey, background context and project specific recommendations performed by a qualified paleontologist. If it is determined there is potential for paleontological resources to be present, a qualified paleontological monitor shall be present during grading in locations where the paleontological resources technical report determined that such monitoring is necessary due to the potential for paleontological resources to reside within the underlying geologic formations. The paleontological resources technical report shall also provide specific duties of the monitor, and detailed measures to address fossil remains, if found.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effect as identified in the Final PEIR to a level less than significant.

Rationale

Implementation of mitigation measure GEO-1 requires site-specific surveys of potential paleontological sensitivity, and if so determined, to include project-specific mitigation measures to reduce impacts on paleontological resources to a level less than significant. Implementation of mitigation measure GEO-1 would reduce impacts on paleontological resources to a level less than significant.

Reference

Final PEIR Section 4.5 Geology/Soils

4. Noise

Significance Determination Threshold 1: Increase in Ambient Noise: Stationary Noise/ Construction Noise

Pursuant to Issue 1, a significant impact would occur if the project would result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Impact (1c: Stationary Noise)

As described in Section 4.10.5 of the Final PEIR, land uses proposed under the project would be similar to land uses that currently exist within the Planning Area. Noise levels within the Planning Area are currently dominated by vehicle traffic on freeways and heavily traveled area roadways, which would continue to be the primary source of noise under project buildout. Future development and redevelopment under the project would be required to comply with the City's Municipal Code and applicable policies in the Hazards, Safety, and Noise Element, which would reduce impacts associated with stationary sources of noise. However, because specific project details are not yet known, impacts associated with stationary sources of noise would be potentially significant.

Impact (1d: Construction Noise)

Implementation of the project may result in simultaneous construction of various development and redevelopment projects over the duration of project buildout. Future development and redevelopment under the project could result in a temporary ambient noise increase due to construction activities. Due to the developed nature of the Planning Area, there is a high likelihood that construction activities would take place adjacent to existing structures and that sensitive receptors would be close to construction activities. hourly average noise levels would be approximately 83 A-weighted decibels [dB(A)] one-hour equivalent noise level (L_{eq}) at 50 feet from the center of construction activity when assessing three pieces of common construction equipment working simultaneously. Noise levels would vary depending on the nature of the construction activities including the duration of specific activities, the equipment involved, the location of the sensitive receivers, and the presence of intervening barriers. Construction noise levels of 83 dB(A) L_{eq} at 50 feet would attenuate to 80 dB(A) L_{eq} at 70 feet. Therefore, significant impacts would occur if sensitive land uses are located closer than 70 feet of construction activities. The City regulates construction noise through Municipal Code Sections 9.40.060 and 15.44.030, which set noise standards for construction activities and limit construction to 7:00 a.m. and 8:00 p.m. Mondays through Saturday. Additionally, applicable policies in the Hazards, Safety, and Noise Element would require all construction activities to meet the City Municipal Code standards. Nonetheless, because construction activities may occur near noise sensitive land uses, and because noise disturbances could occur for prolonged periods of time or during noise sensitive hours of the day, construction noise associated with future site-specific projects could exceed the City's noise standards. Therefore, impacts related to construction noise would be potentially significant.

Mitigation Framework

The following mitigation measures would apply:

NOI-3: Stationary Noise

> Prior to the issuance of a building permit, a site-specific acoustical/noise analysis of any on-site generated noise sources, including generators, mechanical equipment, and trucks, shall be prepared which identifies all noise-generating equipment, predicts noise levels at property lines from all identified equipment, and recommends mitigation to be implemented (e.g., enclosures, barriers, site orientation), to ensure compliance with the City's noise standards. Noise reduction measures shall include building noise-attenuating

walls, limiting the hours of operation, or other attenuation measures. Additionally, future site-specific projects shall be required to buffer sensitive receptors from noise sources through the use of open space and other separation techniques as recommended after thorough analysis by a qualified acoustical engineer. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific noise analyses.

NOI-4: Construction Noise

Construction contractors shall implement the following measures for construction activities conducted in the Planning Area. These measures shall be identified on demolition, grading, and construction plans submitted to the City:

- The City's Development Services Department shall verify that grading, demolition, and/or construction plans submitted to the City include these notations prior to issuance of demolition, grading, and/or building permits.

- Construction activity is limited to the hours: Between 7:00 a.m. and 8:00 p.m. Monday through Saturday as prescribed in Municipal Code Section 15.44.030. No construction activities shall be permitted outside of these hours or on Sundays and federal holidays.

- During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible.

- Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools.

- Stationary equipment, such as generators and air compressors shall be located as far as feasible from nearby noise sensitive land uses.

- Stockpiling shall be located as far as feasible from nearby noise sensitive land uses.

- Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Development Services Department.

- At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours, as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City.

- Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.

- During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart backup alarms, which automatically adjust the alarm level based on the background noise level or switch off backup alarms and replace with human spotters in compliance with all safety requirements and laws.

- Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the noise level limits established in the Municipal Code.

Finding

Pursuant to State CEQA Guidelines Section 15091(a)(1), changes or alterations are required in, or incorporated into, the project that will substantially lessen or avoid the significant effects as identified in the Final PEIR to a level of insignificance.

Rationale

Implementation of mitigation measure NOI-3 would require site-specific noise studies to identify potentially significant project level noise impacts and implement reduction and mitigation measures to reduce impacts related to stationary noise to a level less than significant. Implementation of mitigation measure NOI-4 would require the inclusion of project-specific noise attenuation measures to reduce impacts related to construction noise to a level less than significant. Implementation of mitigation measures NOI-3 and NOI-4 would reduce noise impacts to a level less than significant.

Reference

Final PEIR Section 4.10 Noise

B. Impacts that Can Only be Mitigated to Less than Significant Levels by Another Jurisdiction: Findings Pursuant to State CEQA Guidelines Section 15091(a)(2)

No impacts that could only be mitigated to less than significant though the actions of another jurisdiction or public agency were identified in the Final PEIR.

C. Impacts that Would Remain Significant and Unavoidable Findings Pursuant to State CEQA Guidelines Section 15091(a)(3)

1. Air Quality

Significance Determination Threshold 1: Air Quality Plans

Pursuant to Issue 1, a significant impact would occur if the project would conflict with or obstruct the implementation of the applicable air quality plan.

Impact

The two principal criteria for evaluating conformance with an Air Quality Management Plan (AQMP) are (1) whether the project would exceed the assumptions in the AQMP and (2) whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timeline attainment of air quality standards.

Criteria 1: Exceed AQMP

As described in Section 4.2.5 of the Final PEIR, growth forecasting for the AQMP is based in part on the land uses established by local general plans, which would be the City's Adopted General Plan. The growth projections used by the South Coast Air Quality Management District (SCAQMD) to develop the AQMP emissions budgets are based on the population, vehicle trends, and land use plans developed in general plans and used by the Southern California Association of Governments (SCAG) in the development of the regional transportation plans and sustainable communities strategy. When compared to the baseline year 2024 condition, the project would result in an increase in residential units and office, retail, light industrial, public facilities, and school land uses and would result in the same amount of heavy industrial uses and parks. This increase in development would also result in an increase in vehicle miles traveled (VMT). When compared to buildout of the Adopted General Plan, the project would increase the amount of retail and light industrial square footage and would result in the same amount of all other land use types. Rather than increase the anticipated number of residential uses, the project would focus construction of new residential uses within Key Opportunity Areas. This redistribution would result in a slight decrease in VMT when compared to buildout of the Adopted General Plan. The reduction in VMT would in turn lead to a reduction in mobile source emissions in the Planning Area. However, the increase in commercial and light industrial uses would lead to an increase in area and energy sources emissions.

As shown in Tables 4.2-4a and 4.2-4b of the Final PEIR, buildout of the project would result in an increase in emissions of reactive organic gases (ROG), particulate matter less than 10 microns in diameter (PM_{10}), and particulate matter less than 2.5 microns in diameter ($PM_{2.5}$) and a decrease in emissions of nitrogen oxides (NO_X), carbon monoxide (CO), and sulfur oxides (SO_X) when compared to the existing condition. The decreases are mainly due to regulations that result in cleaner mobile sources over time. When compared to buildout under the Adopted General Plan, the project would result in an increase in emissions of ROG and NO_X, and decrease in emissions of CO, PM_{10}, and $PM_{2.5}$, and no measurable change in emissions of SO_X. The increases in emissions of ROG and NOx would result in a conflict with the assumptions used to develop the AQMP. Therefore, because the project

would conflict with the implementation of the regional air quality strategy, air emissions associated with the adoption of the project could result in a cumulatively considerable effect on regional air quality, which would be considered potentially significant.

Criteria 2: Increase Air Quality Violations

The South Coast Air Basin (Basin) is designated as in attainment or unclassifiable attainment (expected to be meeting the standard despite a lack of monitoring data) for all federal air quality standards except 8-hour ozone (O_3) and $PM_{2.5}$ standards. The Basin is designated as in nonattainment for state air quality standards for 8-hour ozone and $PM_{2.5}$, and additionally is in nonattainment of state PM_{10} standards. Because the project involves long-term growth associated with buildout of the Planning Area, cumulative emissions generated from operation of individual development projects would exceed the SCAQMD regional and localized thresholds (see Section 4.2.6.1 of the Final PEIR). Consequently, emissions generated during construction and operation of site-specific projects in addition to existing sources in the Planning Area are considered to cumulatively contribute to the nonattainment designations of the Basin. Future site-specific development and redevelopment would be required to implement best management practices at all construction sites consistent with SCAQMD rules and regulations, comply with California Code of Regulations, Title 13, Section 2449, which itself requires that nonessential idling of construction equipment be restricted to five minutes or less, and comply with California Code of Regulations, Title 24, and California Green Building Standards Code (CALGreen) mandatory measures the would require measures such as installing electric vehicle parking and increasing energy efficiency. The City's process for the evaluation of future discretionary projects would include environmental review and documentation pursuant to CEQA where applicable, as well as an analysis of those site-specific projects for consistency with the goals, policies, and actions of the project. Compliance with updated Land Use and Community Character Element, Infrastructure Element, and Health and Environmental Quality Element goals, policies, and actions would serve to further support the City's goal of improving air quality. Despite adherence to these goals, policies, and actions, buildout of the project could contribute to an increase in frequency or severity of air quality violations and delay attainment of the ambient air quality standards or interim emission reductions in the AQMP, and emissions generated from buildout would result in a significant air quality impact. Therefore, the project would not be consistent with the AQMP, which would be considered a significant impact.

Mitigation Framework

The following mitigation measures would apply:

AQ-1: Construction Air Quality

Applications for future development and redevelopment, wherein the City's Director of the Development Services Department or their designee has determined a potential for air quality impacts associated with construction, shall prepare and submit a technical assessment evaluating potential project construction-related air quality impacts to the City for review and approval. The City's Director of the Development Services Department or their designee shall make this determination based on the size of the project, whether the project would require a transportation impact analysis, or other criteria. The evaluation shall be prepared in conformance with SCAQMD methodology for assessing air quality impacts.

The City shall require that applicants for new development projects with the potential to exceed the SCAQMD's adopted thresholds of significance to incorporate the measures listed below to reduce air pollutant emissions during construction activities. These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to the City and shall be verified by the City. Mitigation measures to reduce construction-related emissions could include, but are not limited to:

- During all construction activities, construction contractors shall use low emission mobile construction equipment where feasible to reduce the release of undesirable emissions.

- During all construction activities, construction contractors shall encourage rideshare and transit programs for project construction personnel to reduce automobile emissions.

- During all grading and site disturbance activities, construction contractors shall water active grading sites at least twice a day, and clean construction equipment in the morning and/or evening to reduce particulate emissions and fugitive dust.

- During all construction activities, construction contractors shall, as necessary, wash truck tires leaving the site to reduce the amount of particulate matter transferred to paved streets as required by SCAQMD Rule 403.

- During all construction activities, construction contractors shall sweep on- and off-site streets if silt is carried over to adjacent public thoroughfares, as determined by the City Engineer to reduce the amount of particulate matter on public streets.

- During all construction activities, construction contractors shall limit traffic speeds on all unpaved road surfaces to 15 mph or less to reduce fugitive dust.

- During grading and all site disturbance activities, at the discretion of the City's Director of the Development Services Department, construction contractors shall suspend grading operations during first and second stage smog alerts to reduce fugitive dust.

- During grading and all site disturbance activities, at the discretion of the City's Director of the Development Services Department, construction contractors shall suspend all grading operations when wind speeds (including instantaneous gusts) exceed 25 mph to reduce fugitive dust.

- During all construction activities, the construction contractors shall maintain construction equipment engines by keeping them tuned.

- During all construction activities, the construction contractors shall use low sulfur fuel for stationary construction equipment as required by SCAQMD Rules 431.1 and 431.2 to reduce the release of undesirable emissions.

- During all construction activities, the construction contractors shall use existing on-site electrical power sources to the maximum extent practicable. Where such power is not available, the Contractor shall use clean fuel generators during the early stages of construction to minimize or eliminate the use of portable generators and reduce the release of undesirable emissions.

- During all construction activities, the construction contractors shall use low emission, on site stationary equipment (e.g., clean fuels) to the maximum extent practicable to reduce emissions, as determined by the City Engineer.

- During all construction activities, the construction contractors, in conjunction with the City Engineer, shall locate construction parking to minimize traffic interference on local roads.

- During all construction activities, the construction contractors shall ensure that all trucks hauling dirt, sand, soil or other loose materials are covered or should maintain at least two feet of freeboard (i.e., minimum vertical distance between top of the load and the top of the trailer) in accordance with the requirements of the California Vehicle Code Section 23114 to reduce spilling of material on area roads.

- During architectural coating activities, use Super-Compliant VOC paints for coating of architectural surfaces whenever possible. A list of Super-Compliant architectural coating manufactures can be found on the SCAQMD's website.

AQ-2: Operational Air Quality

Applications for future development and redevelopment, wherein the City's Director of the Development Services Department or their designee has determined a potential for air quality impacts associated with operation, shall prepare and submit a technical assessment evaluating potential project operational-related air quality impacts to the City for review and approval. For individual projects that may exceed the daily operational emissions thresholds established by the SCAQMD, the owner/permitee shall conduct an analysis of the project's operational air quality impacts using the latest available California Emissions Estimator Model mode, or other analytical method determined in conjunction with the City. The City's Director of the Development Services Department or their designee shall make this determination based on the size of the project, whether the project would require a transportation impact analysis, or other criteria. The evaluation shall be prepared in conformance with SCAQMD methodology for assessing air quality impacts. If such analyses identify potentially significant regional or local air quality impacts, project-level mitigation and/or project design features would be required to reduce operational impacts to less than significant. Mitigation to reduce operational impacts depends on the specific project, but may include measures such as, but not limited to:

- Demonstrate net zero energy expenditure.

- Implementation of transportation demand management measures.

- Prohibit the installation of woodstoves, hearths, and fireplaces in new construction facilitated by the General Plan Update.
- Expand and facilitate completion of planned networks of active transportation infrastructure.
- Implement electric vehicle charging infrastructure beyond requirements set forth in the 2022 CALGreen mandatory measures, such as Tier 2 voluntary measures set forth in 2022 CALGreen (or future more stringent) standards.
- Implement traffic demand measures, such as unbundling parking fees from rent/lease options, encouraging/developing a ride-share program for the community, and provide car/bike sharing services, that will reduce daily individual car usage and reduce project VMT.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations make the mitigation measures or project alternatives identified in the FEIR infeasible.

Rationale

Buildout under the project would exceed the estimates assumed for the AQMP and would cumulatively contribute to the nonattainment designations of the Basin. Future discretionary projects would be reviewed for conformance with the goals, policies, and actions to reduce emissions within the Planning Area. Incorporation of General Plan goals, policies, and actions, as well implementation of mitigation measures AQ-1 and AQ-2 requiring project-specific air quality reports showing future project's compliance with relevant regulatory and site-specific mitigation measures to reduce criteria air pollutant emissions from construction and operation-related activities would recue significant impacts to the extent feasible. However, at this program level, site-specific development projects are not currently available, and there is a potential for construction and operational emissions to exceed the SCAQMD's significance thresholds. However, even with implementation of mitigation measures AQ-1 and AQ-2, impacts could remain significant. There are no additional feasible mitigation measures available at this level of review that would reduce impacts associated with inconsistency with the AQMP. The population and employment assumptions of the AQMP would continue to be exceeded until the AQMP is revised and incorporates the projections of the project. Therefore, impacts would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.2 Air Quality

Significance Determination Threshold 2: Criteria Pollutants

Pursuant to Issue 2, a significant impact would occur if the project would result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Impact

Construction Emissions

As described in Section 4.2.6 of the Final PEIR, two construction scenarios were modeled to illustrate potential construction-related air quality impacts associated with future development under the project. These included a 383-unit multi-family project and a 171,289-square-foot light industrial project. For assessing the significance of the air quality emissions resulting during construction of the hypothetical projects, the construction emissions were compared to the SCAQMD Significance Thresholds. As shown in Table 4.2-5 of the Final PEIR, construction of the hypothetical projects would exceed the applicable threshold for VOC. This is due to the VOC content of architectural coatings. Additionally, if several future site-specific projects were to occur simultaneously, there is the potential to exceed significance thresholds. Therefore, construction emissions of criteria pollutants would be potentially significant.

Operational Emissions

At the program level, the analysis compares emissions generated by project buildout to emissions generated under buildout of the City's Adopted General Plan to determine if the emissions would exceed the emissions estimates included in the AQMP, and to determine whether it would obstruct attainment, or result in an exceedance of ambient air quality standards. As shown in Tables 4.2-4a and 4.2-4b of the Final PEIR, buildout of the project would result in an increase in emissions of ROG, PM_{10}, and $PM_{2.5}$ and a decrease in emissions of NO_X, CO, and SO_X when compared to the existing condition. When compared to the Adopted General Plan, the project would result in an increase in emissions of ROG and NO_X, and decrease in emissions of CO, PM_{10}, and $PM_{2.5}$, and no measurable change in emissions of SO_X. The project would focus construction of new residential uses within Key Opportunity Areas, and this redistribution would result in a slight decrease in VMT when compared to buildout of the Adopted General Plan. The reduction in VMT would in turn lead to a reduction in mobile source emissions in the Planning Area, however, the increase in commercial and light industrial uses would lead to an increase in area and energy sources emissions.

The regulations at the federal, state, and local levels provide a framework for developing project-level air quality protection measures for future site-specific projects that could be developed in the future. Compliance with updated Land Use and Community Character Element and Infrastructure Element goals, policies, and actions would serve to further support the City's goal of improving air quality. While individual site-specific projects may not exceed the SCAQMD regional significance thresholds, the scale and extent of emissions associated with buildout of the project may result in some instances where future development or redevelopment would exceed the relevant SCAQMD thresholds. Therefore, operational emissions of criteria pollutants would be potentially significant.

Mitigation Framework

See mitigation measures AQ-1 and AQ-2 above.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the Final PEIR infeasible.

Rationale

Buildout of the project would occur over a period of approximately 20 years or longer. Construction activities associated with buildout of the project could generate short-term emissions that exceed the SCAQMD's significance thresholds during this time and cumulatively contribute to the nonattainment designations of the Basin. Implementation of mitigation measure AQ-1 requiring project-specific air quality reports showing future project's compliance with relevant regulations and mitigation measure AQ-2 requiring site-specific mitigation measures would reduce criteria air pollutant emissions from construction-related activities to the extent feasible. However, construction time frames and equipment for site-specific development and redevelopment projects are not available at this time, and there is a potential for multiple development projects to be constructed at one time, resulting in significant construction-related emissions. Therefore, despite adherence to mitigation measures AQ-1 and AQ-2, impacts associated with criteria pollutants could remain significant. There are no additional feasible mitigation measures available at this level of review, that would reduce the emission of criteria pollutants. Therefore, impacts would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.2 Air Quality

Significance Determination Threshold 3: Sensitive Receptors

Pursuant to Issue 3, a significant impact would occur if the project would expose sensitive receptors to substantial pollutant concentrations.

Impact

As reflected in the California Air Resources Board (CARB) Handbook, there is currently no adopted standard for the significance of health effects from mobile sources. Therefore, the CARB has provided guidelines for the siting of land uses near heavily traveled roadways. Specifically, the CARB guidelines indicate that siting new sensitive land uses within 500 feet of a freeway or urban roads with 100,000 or more vehicles per day should be avoided when possible. Based on traffic modeling conducted for

the project, segments of SR-71 and SR-60 within the Planning Area currently carry more than 100,000 vehicles per day. The project has the potential for residential and mixed-use land uses to be located within 500 feet of these freeways. Specifically, these areas include the residential uses located adjacent to SR-71 between Schaefer Avenue and Riverside Drive, and residential and mixed-use land uses located adjacent to SR-60 between East End Avenue and Euclid Avenue. It is noted that CARB's position is that infill development, mixed-use, higher density, transit-oriented development, and other concepts that benefit regional air quality can be compatible with protecting the health of individuals at the neighborhood level. Measures are available that can be incorporated into future site-specific project design that would reduce the level of exposure for future residents. However, the scale and extent of exposure of future development and redevelopment under the project to mobile sources of toxic air contaminants cannot be known at this time, and impacts would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

AQ-3: Health Risk Assessment

For site-specific projects that may site new sensitive land uses within 500 feet of SR-71 or SR-60, the applicant shall prepare a HRA evaluating the potential for sensitive receptors to be exposed to TACs, which shall be required for such individual projects. The HRA shall be prepared in accordance with the policies and procedures of the state OEHHA and the SCAQMD. If the HRA shows that the incremental cancer risk and/or noncancer hazard index exceed the respective thresholds, as established by the SQAQMD at the time a project is considered (i.e., 10 in one million cancer risk and 1 hazard index), the project applicant will be required to identify and demonstrate that best available control technologies to reduce substantial exposure of sensitive receptors to TACs. Examples may include, but are not limited to, air intakes located away from high-volume roadways and/or truck loading zones unless it can be demonstrated that these are operational limitations and/or heating, ventilation, and air conditioning systems provided with appropriately sized MERV filters. Mitigation measures identified in the HRA shall be incorporated into the site development plan as a component of the proposed project. Air intake and MERV filter requirements shall be noted on all building plans submitted to the City Development Services Department.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the Final PEIR infeasible.

Rationale

Future projects would implement mitigation measure AQ-3, which would reduce exposure of sensitive receptors to mobile source toxic air contaminants (TACs) to the extent feasible. However, site-specific development plans are not currently available, and there is a potential for TAC exposure

to remain. Therefore, despite the application of CARB guidance, regulatory compliance, and adherence to mitigation measure AQ-3, impacts associated with exposure of sensitive receptors to mobile source TACs could remain significant. There are no additional feasible mitigation measures available at this level of review that would reduce the potential for TAC exposure. Therefore, impacts would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.2 Air Quality

2. Cultural Resources

Significance Determination Threshold 1: Historic Resources

Pursuant to Issue 1, a significant direct and cumulative impact would occur if the project would result in a substantial adverse change in the significance of a historical resource pursuant to CEQA Section 15064.5.

Impacts

As described in Section 4.4.5 of the Final PEIR, two Key Opportunity Areas have historic resources located within their boundaries. The Downtown Key Opportunity Area has four resources (Gray Building, First National Bank, Opera House, and Chino Valley Champion), and the Euclid/Bickmore Key Opportunity Area includes a property that was once part of the San Bernardino County Dairy Preserve. The four resources within the Downtown opportunity area are listed as significant resources by the Chino Valley Historical Society and the resource in the Euclid/Bickmore opportunity area has been recommended a significant resource under the National Register of Historic Places and the California Register of Historical Resources. Although there are no site-specific plans that would affect an identified historic resource, future site-specific development, both within the Key Opportunity Areas and outside of those areas, would have the potential to impact known historic or potentially historic resources, including unrecorded historical resources that have not been evaluated or may become eligible for listing in the future. Furthermore, development within vacant lands may result in indirect impacts to the visual and setting integrity to significant historic resources. Therefore, impacts on historical resources would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

CUL-1: Historic Evaluation

> Prior to approval of a future site-specific project that would directly or indirectly affect a building/structure in excess of 50 years of age, the City or a qualified architectural historian shall determine whether the affected building/structure is historically significant. The

evaluation shall be based on criteria such as age, location, context, association with an important person or event, uniqueness, or structural integrity, as indicated in the CEQA guidelines. If the evaluation determines that building/structure is not historic, no further evaluation or mitigation would be required. If the building/structure is determined to be historically significant, the preferred mitigation would be to avoid the resource through project redesign. If the resource cannot be avoided, all prudent and feasible measures to minimize or mitigate harm to the resource shall be taken per recommendations of the qualified architectural historian.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the FEIR infeasible.

Rationale

Implementation of the mitigation measure CUL-1 requires site-specific surveys of potentially historic structures would potentially reduce impacts on historic resources to a level less than significant. However, site-specific development plans are not currently available, and there is a potential for future construction to impact historic resources. Therefore, impacts associated with historic resources could remain significant. There are no additional feasible mitigation measures available at this program level to ensure that every future project could fully mitigate potentially significant impacts. Therefore, impacts on historic resources would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.4 Cultural and Tribal Cultural Resources

3. Greenhouse Gas

Significance Determination Thresholds 1: GHG Emissions

Pursuant to Issue 1, a significant impact would occur if the project resulted in GHG emissions that may have a significant impact on the environment.

Impact

As described in Section 4.6.5 of the Final PEIR, buildout of the project would increase the amount of retail and light industrial square footage and would result in the same amount of all other land use types in comparison to buildout of the Adopted General Plan. Rather than increase the anticipated number of residential uses, the project would focus construction of new residential uses within Key Opportunity Areas. This redistribution would result in a slight decrease in VMT when compared to

buildout of the Adopted General Plan. The reduction in VMT would in turn lead to a reduction in mobile source emissions in the Planning Area; however, the increase in commercial and light industrial uses would lead to an increase in all other sources emissions. The modeled reduction in VMT indicates that the project would be a more efficient plan than the Adopted General Plan in terms of vehicular trips. The updated Infrastructure Element includes goals, policies, and actions that promote reduced mobile source emissions and reduced VMT. The City's process for the evaluation of future discretionary projects would include environmental review and documentation pursuant to CEQA where applicable, as well as an analysis of those site-specific projects for consistency with the goals, policies, and actions of the project. However, despite adherence to these goals, policies, and actions, buildout of the project could contribute to significant GHG emissions because the anticipated growth and corresponding GHG emissions would exceed the assumptions used in the City's Climate Action Plan (CAP). Therefore, impacts related to GHG emissions would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

GHG-1: Greenhouse Gas

All future site-specific projects shall be required to demonstrate consistency with the City's CAP. As stated in Appendix A of the CAP, analysis of site-specific projects can either be done through emissions calculations or by using the Screening Tables. Site-specific projects that obtain at least 100 points would be consistent with the reduction quantities anticipated in the CAP. Those site-specific projects that do not obtain 100 points using the Screening Tables would need to provide additional analysis to determine the significance of GHG emissions.

Per Section 15.45.070 of the City's Municipal Code, GHG Performance Standards for New Development, all new development not utilizing the Screening Tables shall contribute to the reduction of GHG emissions by demonstrating consistency with the CAP by implementing one or a combination of the following three options:

1. Exceed the mandatory California Energy Code Title 24, Part 6 standards, in effect at the time of application submittal by five percent; or

2. Achieve an equivalent reduction through voluntary measures in the California Green Building Standards Code, Title 24, Part 11 (CALGreen) in effect at the time of development application submittal for discretionary review; or

3. Provide other equivalent GHG reductions through measures including, but not limited to, non-vehicle transportation infrastructure, transit, ZEV (zero emission vehicle) infrastructure or other incentives, waste diversion, water conservation, tree planting, renewable energy option packages, or any combination of these or other measures such that GHG emissions are reduced by 0.074 MT CO_2E per residential dwelling unit per year and/or per thousand square feet of commercial/industrial use per year.

Applicants that choose Option 1 described above would be required to verify that their site-specific project meets the five percent improvement above the mandatory standards through the appropriate certificate of compliance form for residential construction (CF-1R) or for commercial/industrial construction (PERF-1C). Applicants that choose Options 2 or 3 described above would be required to utilize the GHG Performance Standard Checklist developed by the City, or provide other valid documentation, such as CalEEMod or other methodologies, as verified by the director of development services to demonstrate the required GHG reductions consistent with the City's CAP.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the FEIR infeasible.

Rationale

Although project implementation would support CAP goals to reduce GHG emissions, the project would result in an increase in the growth and emission assumptions used in the City's CAP. Implementation of mitigation measure GHG-1 requiring future site-specific projects to demonstrate consistency with the CAP. However, site-specific development plans are not currently available, and there is a potential for GHG emissions to exceed City and regional significance thresholds. Therefore, despite adherence to mitigation measure GHG-1, impacts associated with GHG emissions could remain significant. There are no additional feasible mitigation measures available at this level of review, to ensure CAP consistency. Therefore, impacts would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.6 Greenhouse Gas Emissions

Significance Determination Thresholds 2: Policies, Plans, and Regulations Intended to Reduce GHG Emissions

Pursuant to Issue 2, a significant impact would occur if the project conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

Impact

As detailed in Section 4.6.6 of the Final PEIR, the City has adopted a CAP that includes measures and strategies to achieve a reduction goal of 46 percent below 2008 levels by 2030 which is in line with statewide goals. Implementation of the project would support the CAP's goals by reducing VMT and focusing housing within Key Opportunity Areas. The City's process for the evaluation of future discretionary projects would include environmental review and documentation pursuant to CEQA where applicable, as well as an analysis of those site-specific projects for consistency with the goals,

policies, and actions of the project. However, despite adherence to these goals, policies, and actions, buildout of the project could contribute to significant GHG emissions because the growth anticipated under the project, and therefore the GHG emissions associated with buildout of the project, would exceed the assumptions used in the City's CAP. Therefore, impacts related to conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emission of GHGs would be potentially significant.

Mitigation Framework

See mitigation measure GHG-1.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the FEIR infeasible.

Rationale

Future development would be reviewed for consistency with the City GPU policies that reflect the City's goal of reducing GHG emissions to achieve carbon neutrality, consistent with state GHG reduction targets, as well as applicable rules and regulations pursuant to the Energy and Green Building Codes. Future projects would implement mitigation measure GHG-1 which requires projects with the potential for GHG emissions to exceed the SCAQMD thresholds to prepare a technical assessment evaluating potential project GHG impacts. The technical assessment would include recommendations for design and/or mitigations measures to reduce GHG emissions to acceptable levels. Although project implementation would support citywide goals to reduce GHG emissions and the GPU includes goals and polices to support GHG emission reductions, the project does not include a quantified GHG emission reduction strategy to ensure statewide emission goals can be achieved by 2045. Although project implementation would support CAP goals to reduce GHG emissions, the project would conflict with implementation of the CAP and, despite application of the proposed mitigation framework, does not ensure statewide emission goals can be achieved by 2045. Implementation of mitigation measure GHG-1 would ensure future project consistency with the City's CAP. However, site-specific development plans are not currently available, and there is a potential for project emissions to exceed the assumptions used in the City's CAP creating a conflict with the City's GHG reduction plan. Therefore, despite adherence to mitigation measure GHG-1, impacts associated with conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emission of GHGs could remain significant. There are no additional feasible mitigation measures available at this level of review that would reduce the potential conflict relating to GHG emissions. Therefore, impacts would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.6 Greenhouse Gas Emissions

4. Noise

Significance Determination Threshold 1: Noise Generation: Traffic Noise

Pursuant to Issue 1, a significant impact would occur if the project would result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Impact (1a: Traffic Noise)

As detailed in Section 4.10.5 of the Final PEIR, long-term traffic noise that affects sensitive land uses would be considered substantial and constitute a significant noise impact if the project would:

- Increase noise levels by 5 decibels (dB) or more where the no project noise level is less than 60 community noise equivalent level (CNEL);
- Increase noise levels by 3 dB or more where the no project noise level is 60 CNEL to 65 CNEL; or
- Increase noise levels by 1.5 dB or more where the no project noise level is greater than 65 CNEL.

The noise analysis is based on the baseline year 2024 condition and future year 2045 condition traffic volume data. Without the project, existing noise levels range from 50.5 to 75.8 CNEL at the receiving land uses nearest to the analyzed roadway segments and range from 79.4 to 85.3 CNEL at 100 feet from the freeways. With the project, future noise levels are expected to range from 47.5 to 77.7 CNEL at the receiving land uses nearest to the analyzed roadway segments and range from 80.9 to 85.9 CNEL at 100 feet from the freeways. Traffic noise level impacts would exceed the noise level increase thresholds along 34 roadway and freeway segments. Based on the significance criteria for off-site traffic noise, land uses adjacent to these study area roadway segments would experience a significant noise level increases due to the project-related traffic as compared to the existing traffic noise levels. Therefore, impacts related to increases in traffic noise would be potentially significant.

Impact (1b: Land Use Compatibility)

As detailed in Section 4.10.5 of the Final PEIR, noise levels for residential uses are normally acceptable up to 65 CNEL, conditionally acceptable with noise levels from 65 to 70 CNEL, normally unacceptable with noise levels from 70 to 75 CNEL, and clearly unacceptable above 75 CNEL. Compatibility levels for other land uses are generally greater than those for residential land uses. Noise sensitive land uses that are developed near higher-volume roadways could experience noise levels exceeding the City's noise compatibility standards, particularly those uses located near freeways. Future development and redevelopment under the project would be subject to applicable policies in the Hazards, Safety, and Noise Element. However, traffic noise would likely remain at levels that would

exceed exterior and interior standards. Therefore, impacts related to land use compatibility would be potentially significant.

Mitigation Framework

NOI-1: Exterior Noise Analysis

Prior to the issuance of building permits, site-specific exterior noise analyses that demonstrate that the site-specific project would not place residential receptors in locations where the exterior existing or future noise levels would exceed the City's noise compatibility standards (Table HSN-1) shall be required as part of the review of future residential development proposals. Noise reduction measures, including but not limited to building noise barriers, increased building setbacks, speed reductions on surrounding roadways, alternative pavement surfaces, or other relevant noise attenuation measures, may be used to achieve the noise compatibility standards. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific exterior noise analyses.

NOI-2: Interior Noise Analysis

Prior to the issuance of building permits, site-specific interior noise analyses demonstrating compliance with the City's interior noise compatibility standards and other applicable regulations shall be prepared for noise sensitive land uses located in areas where the exterior noise levels exceed the City's noise compatibility standards. Noise control measures, including but not limited to increasing roof, wall, window, and door sound attenuation ratings, placing heating, ventilation, and air conditioning equipment in noise reducing enclosures, or designing buildings so that no windows face freeways or major roadways may be used to achieve the noise compatibility standards. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific exterior noise analyses.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations detailed below make the mitigation measures or project alternatives identified in the Final PEIR infeasible.

Rationale

Implementation of mitigation measures NOI-1 and NOI-2 requiring project-specific exterior and interior noise studies to ensure project compliance with City noise standards and regulations would reduce noise exposure for future development to the extent feasible. However, site-specific development plans are not currently available, and there is a potential for noise to exceed the City's noise standards. There are no additional feasible mitigation measures available at this level of review. Therefore, despite adherence to mitigation measures NOI-1 and NOI-2, impacts associated with increases in ambient noise related to traffic and land use compatibility would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.10 Noise

Significance Determination Threshold 2: Groundborne Noise and Vibration - Construction

Pursuant to Issue 2, a significant impact would occur if the project would result in generation of excessive groundborne vibration or groundborne noise levels.

Impact (2a: Construction)

As detailed in Section 4.10.6 of the Final PEIR, construction activities may include demolition of existing structures, site preparation work, excavation of parking and subfloors, foundation work, and building construction. Demolition for an individual site may last several weeks to months and may produce substantial vibration. Pile driving has the potential to generate the highest groundborne vibration levels and is the primary concern for structural damage when it occurs close to structures. As shown in Table 4.10-8, vibration generated by construction equipment has the potential to be substantial, since it has the potential to exceed the Federal Transit Administration criteria for architectural damage (e.g., 0.12 peak particle velocity [PPV] for fragile or historical resources, 0.2 PPV for non-engineered timber and masonry buildings, and 0.3 PPV for engineered concrete and masonry). Construction details and equipment for future site-specific projects is not known at this programmatic level of analysis. Therefore, impacts related to groundborne vibration and noise during construction would be potentially significant.

Mitigation Framework

The following mitigation measure would apply:

NOI-5: Construction Vibration

> Prior to issuance of a building permit for a project requiring pile driving during construction within 135 feet of fragile structures, such as historical resources, 100 feet of non-engineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed FTA architectural damage thresholds (e.g., 0.12 in/sec PPV for fragile or historical resources, 0.2 in/sec PPV for non-engineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers shall be used. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations detailed below make the mitigation measures or project alternatives identified in the Final PEIR infeasible.

Rationale

Implementation of mitigation measure NOI-5 requires application of specific vibration reduction measures which would reduce exposure to construction vibration to the extent feasible. However, at this program level of review, site-specific development projects are not currently available, and there is a potential for construction vibration to exceed the applicable standards. There are no additional feasible mitigation measures available at this level of review. Therefore, despite adherence to mitigation measure NOI-5, impacts associated with construction vibration would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Section 4.10 Noise

5. Transportation

Significance Determination Threshold 1: Circulation System: Roadway System

Pursuant to Issue 1, a significant impact would occur if the project would conflict with a plan, ordinance, or policy addressing the circulation system.

Impact

As detailed in Section 4.13.5 of the Final PEIR, the Transportation Analysis completed for the project forecast daily traffic volumes for the baseline year 2024 condition, buildout of the Adopted General Plan through 2045, and buildout of the project through 2045. The Transportation Analysis identified that under buildout of the project, all roadways would operate at a Level of Service (LOS) D or better, except for the following:

- Kimball Avenue from Mill Creek Avenue to Main Street (LOS F)
- Pine Avenue from El Prado Road to Euclid Avenue (LOS E)

The Transportation Analysis determined that roadway segment operations under the project would be better compared to the Adopted General Plan, under which a third roadway segment, Chino Hills Parkway from West City Limit to Monte Vista Avenue would also operate at LOS E. The project would result in improved circulation along this segment because it would upgrade the classification of Chino Hills Parkway from a Primary Arterial to a Major Arterial. However, notwithstanding future

implementation of Policy INF-2.4, the segments of Kimball Avenue and Pine Avenue identified above, are projected to operate unacceptable levels because roadway widenings may be infeasible at these locations due to adjacent land uses, capital improvement costs, and other modes the street serves (like bicycles and pedestrians). Therefore, these two roadway segments would operate at unacceptable levels under the project resulting in a conflict with City circulation standards. Therefore, impacts related to conflicts with the circulation plan related to the roadway system would be potentially significant.

Mitigation Framework

No feasible mitigation exists to improve roadway segment operations on Kimball Avenue from Mill Creek Avenue to Main Street (LOS F) or Pine Avenue from El Prado Road to Euclid Avenue (LOS E).

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations detailed below make the mitigation measures or project alternatives identified in the Final PEIR infeasible.

Rationale

No feasible mitigation exists to improve roadway segment operations on Kimball Avenue from Mill Creek Avenue to Main Street (LOS F) or Pine Avenue from El Prado Road to Euclid Avenue (LOS E). Therefore, impacts to roadway segment operations on Kimball Avenue from Mill Creek Avenue to Main Street (LOS F) or Pine Avenue from El Prado Road to Euclid Avenue (LOS E) would remain significant and unavoidable.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Chapter 4.13 Transportation

Significance Determination Threshold 2: Vehicle Miles Traveled

Pursuant to Issue 2, a significant impact would occur if the project would conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b).

Impact

As detailed in Section 4.13.6 of the Final PEIR, the Transportation Analysis completed for the project conducted a VMT forecast for the baseline year 2024 condition, buildout of the Adopted General Plan through 2045, and buildout of the project through 2045. The VMT forecast was based on the Origin/Destination (OD) method using VMT per service population (SP) within the County of San Bernardino jurisdictional boundary. The Transportation Analysis determined that buildout of the

project would generate 42.7 OD VMT/SP, slightly less than the 43.3 OD VMT/SP generated by buildout of the Adopted General Plan.

However, as described in greater detail in Section 4.13.6 of the Final PER, the uncertainty of driving behavior due to the economy, gas prices, telecommuting changes, and consumer trends could dramatically influence VMT. Furthermore, site-specific development and redevelopment that would occur before complete buildout of the project may generate levels of VMT that would exceed the applicable threshold until the cumulative condition is reached.

Although the Transportation Analysis determined that the project would reduce VMT compared to buildout of the Adopted General Plan, using the best tool available in San Bernardino County, the uncertainty of driving behavior due to the economy, gas prices, telecommuting changes, and consumer trends could dramatically influence VMT within the Planning Area. Furthermore, site-specific development and redevelopment that would occur before complete buildout of the project may generate VMT that would exceed the applicable threshold until the cumulative condition is reached. Therefore, impacts related to projected VMT generated under buildout of the project would be potentially significant.

Mitigation Framework

No feasible mitigation exists to reduce VMT.

Finding

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations detailed below make the mitigation measures or project alternatives identified in the FEIR infeasible.

Rationale

No feasible mitigation exists to reduce VMT. Therefore, impacts related to VMT would remain significant and unavoidable at this program level of review.

This potentially significant and unavoidable impact is overridden by project benefits as set forth in the Statement of Overriding Considerations in Section XI, below.

Reference

Final PEIR Chapter 4.13 Transportation

X. FINDINGS REGARDING ALTERNATIVES

In accordance with Section 15126.6(a) of the State CEQA Guidelines, an EIR must contain a discussion of "a range of reasonable alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives."

Section 15126.6(f) further states that "the range of alternatives in an EIR is governed by the 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice."

The objectives of the project are stated above in Section II.C. Statement of Objectives.

The City Council must consider the feasibility of any alternatives to the project, evaluating whether these alternatives could avoid or substantially lessen significant environmental effects while achieving most of the objectives of the program. The Final PEIR includes an analysis of three alternative program scenarios: No Project (Adopted General Plan) Alternative, Redistributed Housing Alternative, and the Increased Downtown Development Alternative.

A. No Project (Existing General Plan) Alternative

Under the No Project Alternative, the comprehensive update to the General Plan to address new state law and emerging issues and establish a planning and policy framework that extends to a horizon year of 2045 would not occur. Growth in the and development within the City and its Sphere of Influence, collectively known as the Planning Area, would continue to be guided by the existing land use and zoning established in the Adopted General Plan. The No Project Alternative would result in the same significant and unavoidable impacts associated with air quality, historic resources, GHG, noise, and transportation as identified under the project. Impacts related to air quality, GHG, noise, and transportation would be greater under the No Project Alternative because buildout of the adopted General Plan would generate a greater amount of VMT and future site-specific development would not be subject to the goals and policies established in applicable elements of the project intended to reduce impacts associated with these environmental categories. Similarly, impacts related to energy, hazards and hazardous materials, hydrology and water quality, and wildfire would remain less than significant, but would be greater than the project because future site-specific development would not be subject to the goals and policies established in applicable elements of the project intended to reduce impacts associated with these environmental categories. Furthermore, the No Project Alternative would not meet any of the project objectives.

Finding

The City Council, having reviewed and considered the information contained in the Final PEIR, rejects the No Project (Existing General Plan) Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet any of the project objectives; (2) the alternative fails to avoid or reduce the project's significant and unavoidable impacts; (3) the alternative would result in increased impacts related to air quality, GHG, noise, and transportation; and (4) future site-specific development would not be subject to the goals and policies established in applicable elements of the project intended to reduce impacts.

B. Redistributed Housing Alternative

The Redistributed Housing Alternative would transfer planned housing from interior locations within the Planning Area to the Philadelphia-Central Key Opportunity Area and the Spectrum Center located closer to SR-60 and SR-71. Both of these locations possess underutilized regional shopping centers that could be converted to new uses. Nearly 90 percent of employed City residents commute

to jobs in other communities each day. These commute trips are predominantly made by single occupant vehicles, starting on local roadways in the City, and then continue onto SR-60 and SR-71 to employment centers in Los Angeles and Orange counties. In the post-pandemic context with decreasing demand for suburban office space and an increase in remote work, projected demand for office space is limited within the City. Therefore, in order to reduce VMT per capita and address the significant impacts related to air quality, GHG emissions, noise, and transportation under the project, this alternative would increase the capacity for housing within the Philadelphia-Central Key Opportunity Area and the Spectrum Center, located immediately adjacent to SR-60 and SR-71. To achieve this goal, The Redistributed Housing Alternative would remove the existing Mixed Use and Affordable Housing Overlay from sites located along Riverside Drive, Ramona Avenue, and Schaefer Avenue within interior segments of the Planning Area and increase the housing capacity within the Philadelphia-Central Key Opportunity Area and the Spectrum Center by a commensurate amount.

Under the project, both the Philadelphia-Central Key Opportunity Area and the Spectrum Center were assigned the Regional Mixed Use land use designation, which permits a wide range of retail, dining, entertainment, office, lodging, recreational, and cultural facilities that cater to both visitors and City residents, together with multi-family housing, where permitted under zoning. Under the Redistributed Housing Alternative, the Philadelphia-Central Key Opportunity Area and the Spectrum Center would retain the future Regional Mixed Use land use designation and would see an increase in the allowance for residential development.

Overall, buildout of this alternative through 2045 would result in the same number of new housing units and jobs as under the project. Changes compared to the project would be limited to an increase of 1,055 more housing units within the Philadelphia-Central Key Opportunity Area and the Spectrum Center that would be assigned the Mixed Use and Affordable Housing Overlay designation. Approximately 67 percent of these housing units would be transferred to the Philadelphia-Central Key Opportunity Area and the remaining 33 percent would be transferred to the Spectrum Center. The intent is to foster denser mixed-use nodes near the freeways in order to reduce commute trip length and promote active transportation for daily needs and recreation, while also supporting the vitality of existing retail in the regional centers consistent with the project objectives. It should be noted that both of these locations were identified as suitable for receiving additional housing through development of the City's 2021-2029 Housing Element. Subject to a successful Measure M vote, this alternative would seek to increase the number of units on, and adjacent, to sites that have already received the Mixed Use or Affordable Housing Overlay. Like the project, this alternative would consist of a general plan update and include all the same proposed goals and policies as the project.

The Redistributed Housing Alternative would result in the same significant and unavoidable impacts associated with air quality, historic resources, GHG, noise, and transportation as identified under the project. Impacts related to air quality, GHG, noise, and transportation would be incrementally less under the Redistributed Housing Alternative because redistributing planned housing to the Philadelphia Central Key Opportunity Area and the Spectrum Center under this alternative would reduce VMT within the Planning Area. This alternative would not make any other changes compared to the project beyond redistributing planned housing to the Philadelphia-Central Key Opportunity Area and the Spectrum Center. Therefore, impacts related to all other environmental categories would remain the same as under the project.

Finding

The City Council rejects the Redistributed Housing Alternative because it would not meet the project objectives as well as the preferred alternative. The Redistributed Housing Alternative would not revitalize existing shopping centers and would not be as compact development footprint in comparison to the preferred alternative.

C. Increased Downtown Development Alternative

The Increased Downtown Development Alternative would focus more development in the centrally located Downtown Key Opportunity Area in order to promote a more compact development pattern that could reduce the need for vehicular travel. To accomplish this goal, the City would adopt a new Downtown Mixed Use zoning district in the Downtown Key Opportunity Area, creating capacity for 1,250 new housing units and 60,000 square feet of commercial development beyond the project, potentially including retail, restaurant, office, and entertainment uses. This alternative would go beyond the project by permitting additional residential and non-residential development capacity with a view to creating a vibrant downtown in the center of the Planning Area, consistent with project objectives. Policies in the Land Use and Community Character Element intended to preserve and protect historic buildings and structures and foster a heritage theme in new development would still apply under this alternative. Overall, this alternative would result in approximately 40,445 homes and 63,775 jobs in the Planning Area by 2045. Like the project, this alternative would consist of a general plan update and include all the same proposed goals and policies as the project.

The Increased Downtown Development Alternative would result in the same significant and unavoidable impacts associated with air quality, historic resources, GHG, noise, and transportation as identified under the project. Impacts related to air quality, GHG, noise, and transportation may be incrementally greater under the Increased Downtown Development Alternative because this alternative may on balance result in a slight increase in VMT within the Planning Area. Impacts related to all other environmental categories would remain the same as under the project.

Finding

The City Council rejects the Increased Downtown Development Alternative because it may incrementally increase impacts related to air quality, GHG, noise, and transportation in comparison to the preferred alternative.

XI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code Section 21081(b) and Section 15093 of the State CEQA Guidelines, when the lead agency approves a project that may result in significant effects that are identified in the Final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the FEIR and/or other information in the record.

The City has adopted Findings Regarding Significant Effects for the project, which conclude that the project will have the following significant effects that are unavoidable even after incorporation of feasible mitigation measures: air quality, historic resources, GHG, noise, and transportation. The City has balanced the project's benefits against these unavoidable significant effects and determined that

they are acceptable due to each of the specific economic, legal, social, technological, or other benefits listed below which will result from approval and implementation of the project. All benefits are based on the facts in the CEQA Findings Regarding Significant Effects, the Final PEIR, and the record of proceedings for this project. Each of these benefits is a separate and independent basis that justifies approval of the project, so that if a court were to set aside the determination that any particular benefit will occur and justifies project approval, the City determines that it would stand by its determination that the remaining benefits is or are sufficient to warrant project approval.

Overriding Benefits

The City therefore finds that for each of the significant impacts which are subject to a finding under Public Resources Code Section 21081(a)(3), that each of the following social, economic, and environmental benefits of the project, independent of the other benefits, outweigh the potential significant unavoidable adverse impacts and render acceptable each and every one of these unavoidable adverse environmental impacts:

1. Housing Benefits

- The project would facilitate the construction of housing at varying affordability levels to meet the needs of current and future residents, including residents with varying income levels, seniors, persons with disabilities, large households, single-parent households, or people experiencing homelessness or at risk of homelessness.
- The project would increase the City's affordable housing supply, including areas with access to employment centers, community facilities and services, retail, schools, and other amenities.
- The project would address long-term goals of providing affordable housing in the City.

2. Benefits of Compliance with State Housing Law/Regional Housing Needs Allocation Compliance

- The project would serve as an important action toward implementing the City's 2021-2029 Housing Element and the associated Regional Housing Needs Allocation (RHNA) allocation of 6,978 units.

3. Land Use Benefits

- The project will comply with state requirements and will provide a long-term plan that would be implemented as a policy document guiding future development activities within the Planning Area.
- The project will address the continuing change, growth, and development of the City through 2045 and will provide a public policy framework for the future of the City.
- The project will comply with the state requirement that all counties and cities "adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning."

XII. FINDINGS REGARDING OTHER CEQA CONSIDERATIONS

A. Growth Inducement

The PEIR evaluated the potential for the project to induce growth consistent with the requirements of Section 15126.2(e) of the CEQA Guidelines. Based on the discussion presented in Section 5.3 of the Final PEIR, the City finds that the project would not result in significant growth-inducing impacts. Implementation of the project would not induce direct population and housing growth in the City. The project would serve as an important action toward implementing the City's 2021-2029 Housing Element and the associated RHNA allocation of 6,978 units. Because the housing assessment in the RHNA is based on SCAG's projections, future development under the project would accommodate increases in population based on SCAG's demographic projections. Therefore, future housing developed under the project would provide housing necessary to meet the City's RHNA allocation of 6,978 units as well as accommodate future population growth and housing needs projected in SCAG's growth projections. Furthermore, the project has been designed to primarily focus future development and redevelopment within Key Opportunity Areas, which consist of clusters of vacant and underutilized land, many of which contain commercial properties recently rezoned to permit multi-family housing. The Key Opportunities Areas are located near major roadways and are already served by existing infrastructure. Similarly, future development outside of the Key Opportunities Areas would occur in areas that are already served by infrastructure and would not require extensions. Therefore, the City finds, consistent with the Final PEIR, that the project would accommodate projected population growth and would not be considered growth inducing.

The project does not propose or provide direct development rights to new major retail, commercial, or employment centers that would encourage substantial economic or employment growth. Rather, the project has developed a land use plan that includes future commercial and retail uses that would accommodate projected growth within the Planning Area. Therefore, future economic and employment growth associated with the project would not induce growth.

B. Significant Irreversible Environmental Changes

Section 15126.2(d) of the State CEQA Guidelines requires an EIR to address any significant irreversible environmental changes that may occur because of project implementation. Consistent with the analysis in Section 5.2 of the Final PEIR, the City finds that implementation of the project would result in significant irreversible impacts to non-renewable resources. Construction and operation of future site-specific development would result in the irretrievable commitment of limited, slowly renewable, and nonrenewable resources, which would limit the availability of these particular resource quantities for future generations or for other uses. These resources include (but are not limited to) lumber and other forested products; sand and gravel; asphalt; petrochemical construction materials; steel, copper, lead, other metals; and water. However, through required compliance with the building code in effect at the time of development, the amount and rate of consumption of these resources would not result in significant environmental impacts or the unnecessary, inefficient, or wasteful use of resources.

Additionally, the City finds, consistent with the Final PEIR, that the project would not result in secondary impacts from environmental changes resulting from the construction of new infrastructure. This is because the project has been designed to primarily focus future development and redevelopment within Key Opportunity Areas, which consist of clusters of vacant and underutilized

land, many of which contain commercial properties recently rezoned to permit multi-family housing. The Key Opportunities Areas are located near major roadways and are already served by existing infrastructure. Similarly, future development outside of the Key Opportunities Areas would occur in areas that are already served by infrastructure and would not require extensions. Future development outside of the Key Opportunity Areas would occur in areas that are already served by infrastructure and would not require extensions into unserved portions of the Planning Area.

XIII. DECISION AND EXPLANATION REGARDING RECIRCULATION OF THE EIR

Pursuant to the CEQA Guidelines, Section 15088.5(a), an agency is required to recirculate a Draft EIR when significant new information is added to the Draft EIR after public review of the Draft EIR, but before certification. Significant new information can include changes in the project or environmental setting, as well as additional data or other information. New information added to a Draft EIR is not significant unless the Draft EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse effect of the project or a feasible way to mitigate or avoid such an effect (including feasible alternatives) that the project's proponents have declined to implement. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

As described in the CEQA Guidelines Section 15088.5(a), "Significant new information" requiring recirculation include, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (Mountain Lion Coalition v. Fish and Game Com. (1989) 214 Cal.App.3d 1043).

The City hereby finds that recirculation of the Draft PEIR is not required for the following reasons:

Changes to the Draft PEIR were made to clarify, correct, or add to the environmental impact analysis for the proposed project. Such changes are a result of public review comments and/or further review of the Draft PEIR. The changes do not constitute significant new information that would alter the outcome of the environmental analysis or require recirculation of the document.

All feasible mitigation measures and alternatives have been identified that could reduce environmental impacts. No feasible project alternatives or mitigation measures have been identified that would clearly lessen environmental impacts of the project, and no major flaws or inadequacies have been identified in the PEIR based on comments received from public review. Therefore, consistent with State CEQA Guidelines 15088.5, recirculation of the PEIR is not required.

CHINO 2045 GENERAL PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT
(SCH #2024090833)

ERRATA

ERRATA

Chino 2045 General Plan Update
Program Environmental Impact Report
SCH #2024090833

This Errata has been prepared for the Final Program Environmental Impact Report (PEIR) to summarize changes since public review of Draft PEIR that began on June 20, 2025, and concluded on August 4, 2025. Changes were made to the Final PEIR both in response to comments received on the Draft PEIR and as minor changes initiated by City of Chino (City) staff to clarify or correct information the Chino 2045 General Plan Update (project). Changes made to the Final PEIR in response to comments received on the Draft PEIR are presented first, followed by a summary of changes to the text of General Plan Update elements initiated by City staff that did not result in changes to the Final PEIR.

Executive Summary

Table S-1, mitigation measure AQ-3, was revised on page S-10 to clarify that building plans would be submitted specifically to the City Development Services Department:

Table S-1
Summary of Environmental Impacts

Threshold	Impact Discussion	Mitigation Measure	Significance After Mitigation
4.2 Air Quality			
Would the project expose sensitive receptors to substantial pollutant concentrations?	Buildout of the project would not result in a CO hot spot. Additionally, construction and operation of future site-specific projects would not result in the exposure of sensitive receptors to TACs from construction activities or stationary sources. However, future site-specific projects within 500 feet of SR-71 and SR-60 could result in the exposure of sensitive receptors to substantial concentrations of DPM and impacts would be considered potentially significant.	**AQ-3: Health Risk Assessment** For site-specific projects that may site new sensitive land uses within 500 feet of SR-71 or SR-60, the applicant shall prepare a HRA evaluating the potential for sensitive receptors to be exposed to TACs, which shall be required for such individual projects. The HRA shall be prepared in accordance with the policies and procedures of the state OEHHA and the SCAQMD. If the HRA shows that the incremental cancer risk and/or noncancer hazard index exceed the respective thresholds, as established by the SQAQMD at the time a project is considered (i.e., 10 in one million cancer risk and 1 hazard index), the project applicant will be required to identify and demonstrate that best available control technologies to reduce substantial exposure of sensitive receptors to TACs. Examples may include, but are not limited to, air intakes located away from high-volume roadways and/or truck loading zones unless it can be demonstrated that these are operational	Significant and Unavoidable

Table S-1 Summary of Environmental Impacts			
Threshold	Impact Discussion	Mitigation Measure	Significance After Mitigation
		limitations and/or heating, ventilation, and air conditioning systems provided with appropriately sized MERV filters. Mitigation measures identified in the HRA shall be incorporated into the site development plan as a component of the proposed project. Air intake and MERV filter requirements shall be noted on all building plans submitted to the City ~~Planning~~Development Services Department.	

2.0 Environmental Setting

Section 2.1.3 was revised on page 2-3 to clarify that Prado Regional Park is 2,200 acres in size.

4.1 Aesthetics

Section 4.1.1.3 was revised on page 4.1-6 to clarify that Prado Regional Park is 2,200 acres in size.

4.2 Air Quality

Section 4.2.2.4(b) was revised on page 4.2-21 to reflect an update to Policy INF-4.11:

- Policy INF-4.11: Establish and maintain a comprehensive network of on- and off-roadway bike routes to encourage the use of bikes for both commuter and recreational trips. Coordinate the City's network with existing and planned facilities in neighboring jurisdictions and the region to support a comprehensive active transportation network.

Section 4.2.3.1(b) was revised on page 4.2-25 to clarify the following regarding South Coast Air Quality Management District's Final Localized Significance Threshold (LST):

> The LST Methodology includes screening tables that may be used for projects that are five acres or less in size. Project-specific air dispersion modeling may be necessary for projects that are greater than five acres in size, involve a substantial source of emissions, or are located near sensitive receptors.

Section 4.2.6.1(b) was revised on page 4.2-36 to clarify the following regarding construction emissions:

> Additionally, due to CARB's ongoing implementation of off-road emission standards, cleaner construction equipment would be available in the future. Potential amendments to the off-road diesel engine standards include Tier 5 rulemaking which would reduce NO_X and particulate matter emissions beyond the Tier 4 final emission standards. A September 2020 state executive order also requires CARB to develop and proposed a transition to zero

emissions by 2035. Future construction activities would be required to comply with all applicable regulations in effect at the time that construction activities are proposed.

Section 4.2.7.1(b) was revised on page 4.2-41 to clarify the following regarding toxic air emissions during construction:

Further, as discussed in Section 4.2.6.1(a) above, future construction activities would be required to comply with all applicable CARB off-road equipment regulations in effect at the time that construction activities are proposed.

Section 4.2.7.1(b) was revised on page 4.2-41 to clarify the following regarding stationary sources of toxic air emissions:

Furthermore, future site-specific warehouse projects 100,000 square feet or larger would comply with SCAQMD Rule 2305-WAIRE, as applicable.

4.2.7.3 Mitigation

Section 4.2.7.3, mitigation measure AQ-3, was revised on page 4.2-42 to clarify that building plans would be submitted specifically to the City Development Services Department:

AQ-3: Health Risk Assessment

For site-specific projects that may site new sensitive land uses within 500 feet of SR-71 or SR-60, the applicant shall prepare a HRA evaluating the potential for sensitive receptors to be exposed to TACs, which shall be required for such individual projects. The HRA shall be prepared in accordance with the policies and procedures of the state OEHHA and the SCAQMD. If the HRA shows that the incremental cancer risk and/or noncancer hazard index exceed the respective thresholds, as established by the SQAQMD at the time a project is considered (i.e., 10 in one million cancer risk and 1 hazard index), the project applicant will be required to identify and demonstrate that best available control technologies to reduce substantial exposure of sensitive receptors to TACs. Examples may include, but are not limited to, air intakes located away from high-volume roadways and/or truck loading zones unless it can be demonstrated that these are operational limitations and/or heating, ventilation, and air conditioning systems provided with appropriately sized MERV filters. Mitigation measures identified in the HRA shall be incorporated into the site development plan as a component of the proposed project. Air intake and MERV filter requirements shall be noted on all building plans submitted to the City ~~Planning~~Development Services Department.

4.6 Greenhouse Gas Emissions

Section 4.6.2.3(e) was revised on page 4.6-25 to reflect an update to Policy INF-4.11:

- Policy INF-4.11: Establish and maintain a comprehensive network of on- and off-roadway bike routes to encourage the use of bikes for both commuter and recreational trips. Coordinate

the City's network with existing and planned facilities in neighboring jurisdictions and the region to support a comprehensive active transportation network.

4.9 Land Use

Section 4.9.1.1 was revised on page 4.9-2 to clarify that Prado Regional Park is 2,200 acres in size.

4.12 Public Services and Recreation

Section 4.12.1.4 was revised on page 4.12-5 to clarify that Prado Regional Park is 2,200 acres in size.

Section 4.12.2.2(e) was revised on page 4.12-15 to reflect an update to Policy PRC-1.8:

- Policy PRC-1.8: Coordinate local trail planning with regional efforts to ensure connectivity and access to the regional trail system and networks in neighboring communities to support a comprehensive active transportation network.

4.13 Transportation

Figure 4.13-1 has been revised on page 4.13-2 to correctly present roadway classifications on the proposed circulation network. See revised Figure 4.13-1 below.

Figure 4.13-2 has been revised on page 4.13-5 to remove the proposed truck route designation from the segment of Philadelphia Street west of East End Avenue. See revised Figure 4.13-2 below.

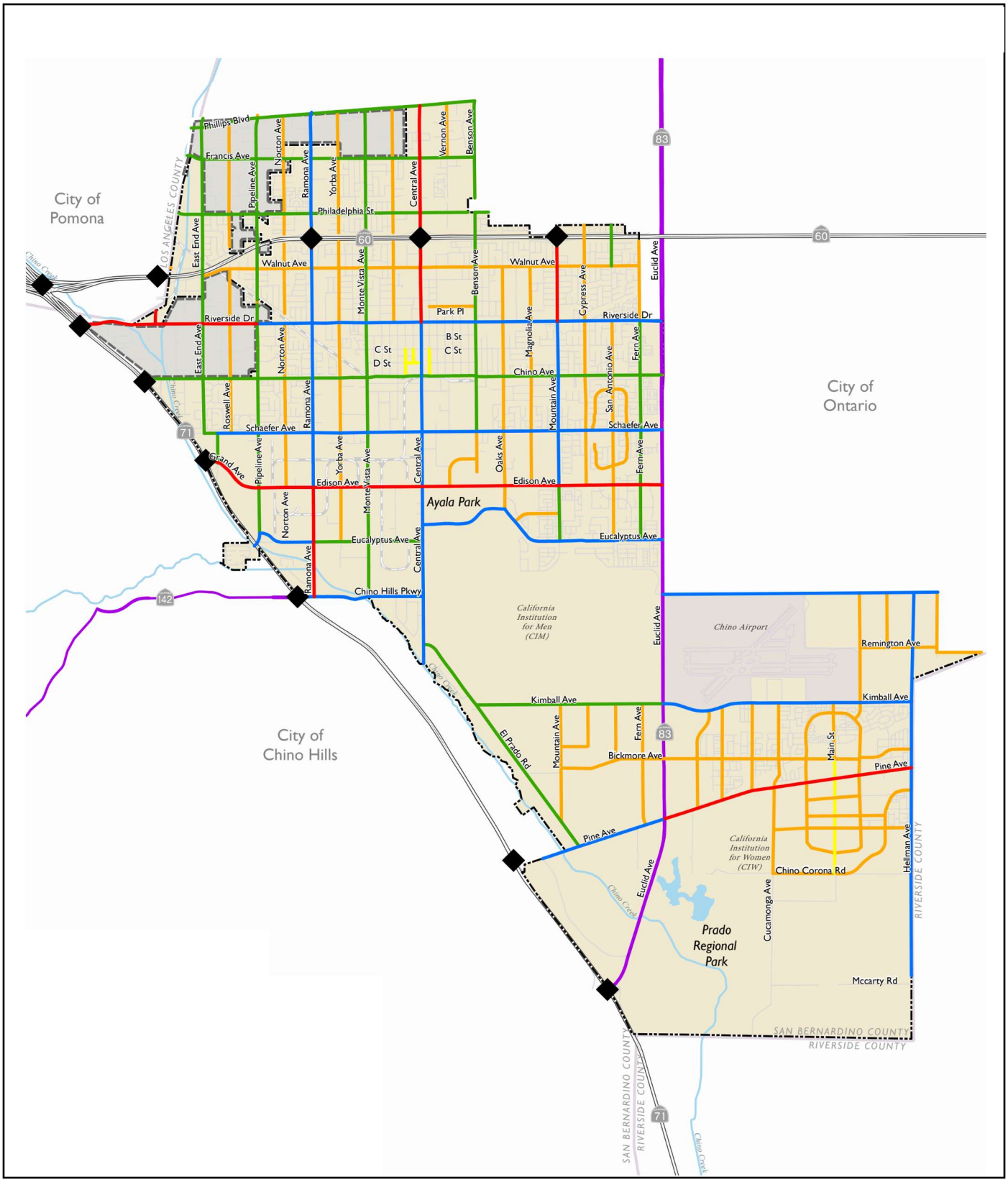
Figure 4.13-3 has been revised on page 4.13-7 to correctly present planned bicycle facilities consistent with the adopted Bicycle and Pedestrian Master Plan. See revised Figure 4.13-3 below.

Section 4.13.2.3(d) was revised on page 4.13-16 to reflect an update to Policy INF-4.11:

- Policy INF-4.11: Establish and maintain a comprehensive network of on- and off-roadway bike routes to encourage the use of bikes for both commuter and recreational trips. Coordinate the City's network with existing and planned facilities in neighboring jurisdictions and the region to support a comprehensive active transportation network.

Figure 4.13-4 has been revised on page 4.13-21 to remove the designation of Flight Avenue between Kimball Avenue and Remington Avenue as a potential bicycle-truck point of conflict and renumber the subsequent potential bicycle-truck point of conflict. Figure 4.13-4 has also been revised to remove the proposed truck route designation from the segment of Philadelphia Street west of East End Avenue and to correctly present planned bicycle facilities consistent with the adopted Bicycle and Pedestrian Master Plan. See revised Figure 4.13-4 below.

Table 4.13-1 has been revised on page 4.13-23 to remove the designation of Flight Avenue between Kimball Avenue and Remington Avenue as a potential bicycle-truck point of conflict and renumber the subsequent potential bicycle-truck point of conflict. See revised Figure 4.13-4 below.



Classification

- Freeway
- Expressway
- Major Arterial
- Primary Arterial
- Secondary Arterial
- Collector
- Downtown
- Interchange
- City of Chino
- Sphere of Influence

0 Miles 1.5

RECON

M:\JOBS6\10105\env\graphics\EIR\4.13-1_CirculationNetowrk.afdesign 08/14/2025 msg

FIGURE 4.13-1
Proposed Circulation Network

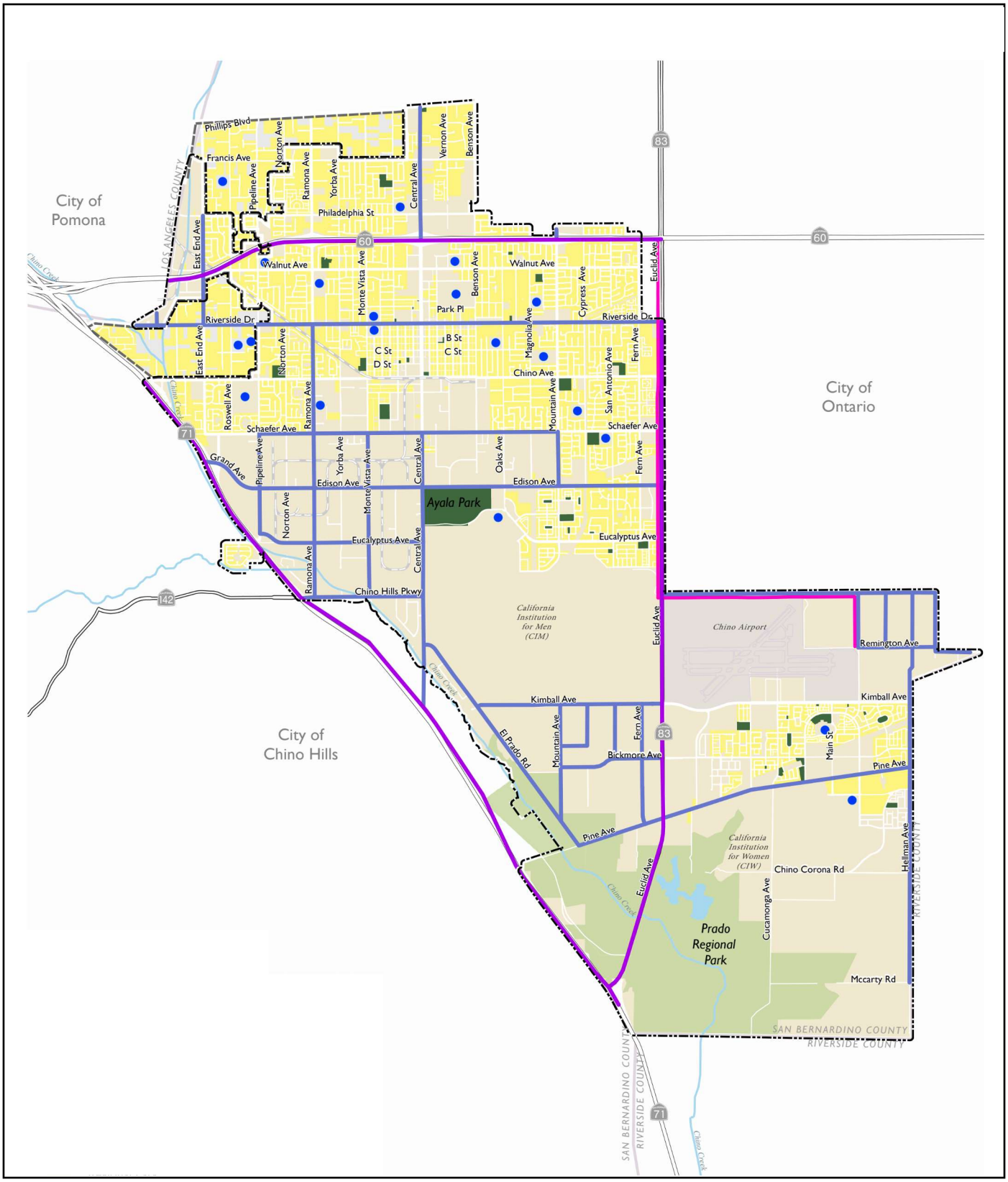
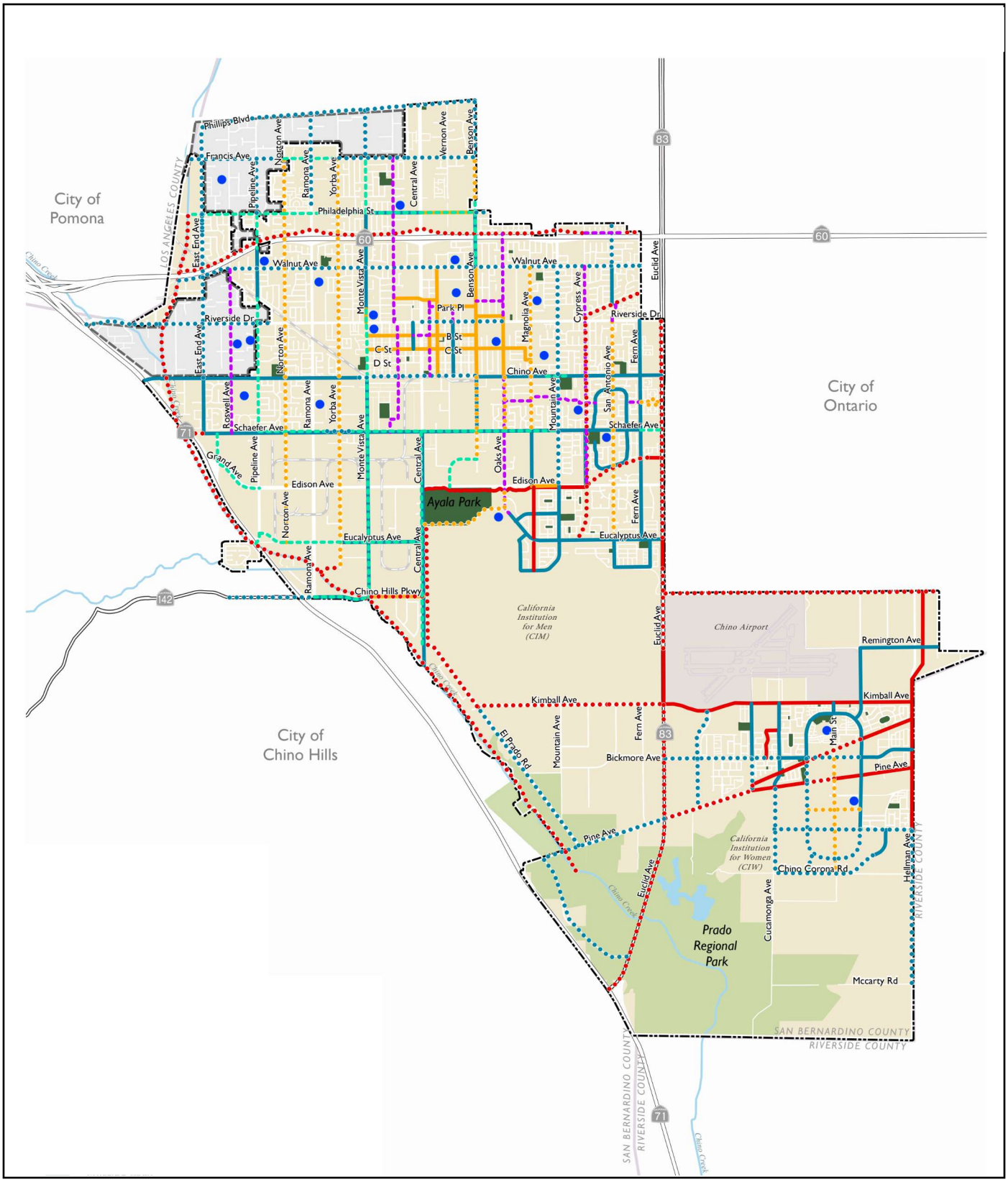


FIGURE 4.13-2
Designated Truck Routes

RECON

M:\JOBS6\10105\env\graphics\EIR\4.13-2_TruckRoutes.afdesign 08/14/2025 msg



RECON

M:\JOBS6\10105\env\graphics\EIR\4.13-3_BicycleNetwork.afdesign 08/14/2025 msg

FIGURE 4.13-3
Existing and Proposed Bicycle Network

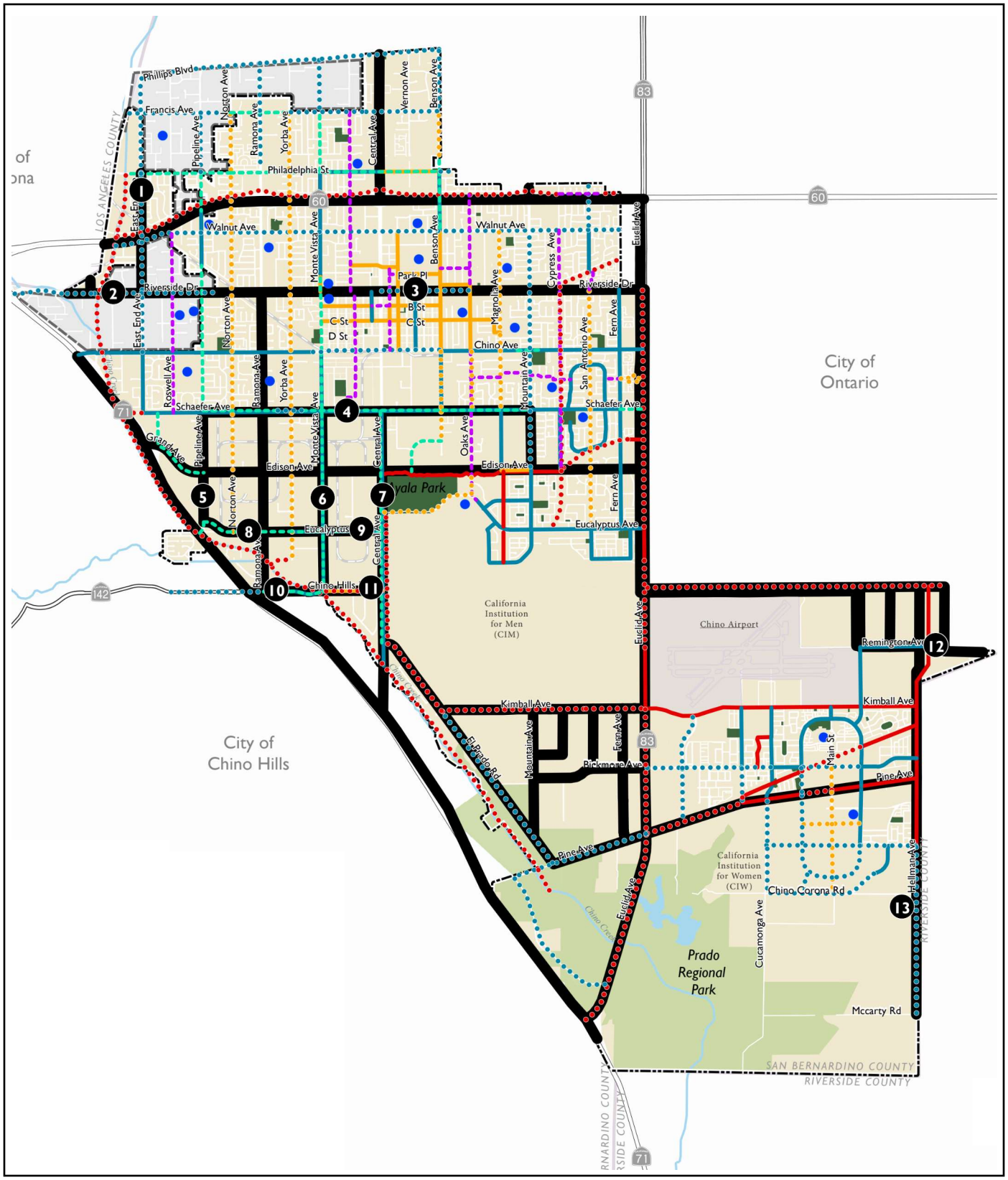


FIGURE 4.13-4
Segments with Overlapping Truck Routes and Bicycle Facilities

RECON

M:\JOBS6\10105\env\graphics\EIR\4.13-4_BicycleNetwork_TruckRoutes.afdesign 08/14/2025 msg

Table 4.13-1 Bicycle-Truck Points of Conflict		
ID	Roadway Segment Extents	Recommendation
1	East End Avenue between Philadelphia Street and Riverside Drive	The existing variable right-of-way presents a barrier to implementing bicycle facilities without widening the roadway. Reroute cyclists to parallel roadway (i.e., Pipeline Avenue) near-term and long-term invest in the bicycle facilities along East End Avenue and its connection to Philadelphia Street and Riverside Drive.
2	Riverside Drive between Ficus Street and Norton Avenue	Consider expanding the proposed Class II bicycle lane to Central Avenue to support connectivity with the Riverside Drive mixed-use boulevard.
3	Riverside Drive between Central Avenue and Oaks Avenue	Continue to invest in bicycle facility improvements, pending feasibility and congruency with the Riverside Drive mixed-use boulevard.
4	Schaefer Avenue between Pipeline Avenue and Mountain Avenue	As proposed by the project (see Figure 4.13-3), enhance existing Class II bicycle lane by adding buffers or converting it to a Class IV cycle track with physical barriers, such as bollards. Continue to improve with additional supportive treatments along the corridor and through intersections.
5	Pipeline Avenue between Schaefer Avenue and Eucalyptus Avenue	The existing constrained right-of-way limits opportunities for Class II bicycle lanes and/or separation. Consider rerouting cyclists onto parallel roadway (i.e., Norton Avenue), and invest further into upgrading that roadway to be a lower speed bike boulevard.
6	Monte Vista Avenue between Schaefer Avenue and Chino Hills Parkway	The existing constrained right-of-way limits opportunities for enhancing existing Class II bicycle lanes with buffer or separation. If the roadway cannot be expanded for separation, require intersection treatments including green conflict markings across driveways and intersections, leading bike intervals, and additional signage and lighting.
7	Central Avenue between Schaefer Avenue and El Prado Road	As proposed by the project (see Figure 4.13-3), convert the existing Class II bicycle buffered bike lane to a Class IV cycle track with physical barriers to support concurrent truck and bike traffic.
8	Eucalyptus Avenue between Pipeline Avenue and Yorba Avenue	The existing constrained right-of-way limits opportunities for enhancing existing Class II bicycle lanes with buffer or separation. If the roadway cannot be expanded for separation, require intersection treatments including green conflict markings across driveways and intersections, leading bike intervals, and additional signage and lighting.
9	Eucalyptus Avenue between Yorba Avenue and Central Avenue	As proposed by the project (see Figure 4.13-3), convert the existing Class II bike buffered bike lane to a Class IV cycle track with physical barriers to support concurrent truck and bike traffic–where feasible, if not retain Class II bicycle lanes. In addition, require intersection treatments including green conflict markings across driveways and intersections, leading bike intervals, and additional signage and lighting.
10	Chino Hills Parkway between Ramona Avenue and Monta Vista Avenue	Enhance the existing Class II bicycle lane (on the south side of the roadway) by adding buffers or convert it to a Class IV cycle track with physical barriers. Install new Class II bicycle lanes, and if feasible, Class IV cycle tracks on the north side of the roadway. In addition, require intersection treatments including green conflict markings across

Table 4.13-1 Bicycle-Truck Points of Conflict		
ID	Roadway Segment Extents	Recommendation
		driveways and intersections, leading bike intervals, and additional signage and lighting.
11	Chino Hills Parkway between Monta Vista Avenue and Central Avenue	Existing bicycle lanes are present on both sides of the roadway along the existing sidewalk. Consider investing in on-street bicycle facilities, pending a feasibility study of right-of-way. Alternatively, invest in a dedicated bi-directional Class I shared use path on one side of the roadway.
12	Remington Avenue between Flight Avenue and Carpenter Avenue	Convert the existing Class II bike buffered bike lane to a Class IV cycle track with physical barriers to support concurrent truck and bike traffic, pending further feasibility. If not feasible, consider the implementation of Class I share use on one side of the roadway.
~~13~~	~~Flight Avenue between Kimball Avenue and Remington Avenue~~	~~The existing variable right-of-way limits the possibility of bike lane separation without widening the roadway. Consider investing in a Class I share use on one side of the roadway or rerouting cyclists to the Class I share use path along Hellman Avenue to the east of Flight Avenue.~~
~~14~~13	Hellman Avenue between River Road and Walters Street	The existing variable and constrained right-of-way limits opportunities for bike lanes and/or separation. Continue to invest in an off-street Class I shared use path on the west side of the roadway, which connects to an existing network of off-street facilities.

Summary of Staff Initiated Changes to the Project

In addition to the changes made to address the comment letters submitted during public review of the Draft PEIR described above, City staff revised the text of the General Plan Update elements as presented in the bullet list below. The changes listed below represent minor edits for clarification purposes and do not trigger any additional revisions to the Final PEIR beyond that presented above.

- Action LCC-3.C was revised to add off-site bicycle and trail facilities as a desired community benefit to be offered in exchange for bonus floor area ratio in the Boulevard Mixed Use and Regional Mixed Use districts.

- Action HEQ-2.C was deleted, which called for the establishment of a Safe Routes To School Advisory Committee and replaced with new Policy HEQ-2.6, recognizing that the standing Traffic Advisory Committee can fulfill the role envisioned for the proposed committee.

- New Action HEQ-4.D was added calling for the City to consider amending the Zoning Code to incorporate regulatory or process incentives to encourage restaurants that serve healthy food.

- Action HSN-1.K was revised to reflect that the Municipal Code already prohibits the use of fireworks in areas of elevated wildfire risk.

- New Action HSN-2.G was added that calls for exploring the feasibility of offering incentives for commercial centers to install backup generators and/or solar batteries to increase energy resilience.

- Text in the Parks, Recreation and Community Services Element and in the Health and Environmental Quality Element was revised to clarify the acreage of the Prado Regional Park and that the park is overseen by the San Bernardino County Regional Parks Department, who lease the land from the U.S. Army Corps of Engineers and further sublease portions of that land to partner recreational organizations and businesses.

- Policies INF-4.11, HEQ-8.15, and PRC-1.8 were revised to add text clarifying that local multi-use trail planning should be coordinated with regional trail planning initiatives to support a comprehensive active transportation network.

- Map INF-1 of the Infrastructure Element was revised to correctly present roadway classifications on the proposed circulation network.

- Maps INF-2 and INF-3 of the Infrastructure Element were revised to correctly represent planned bicycle facilities consistent with the adopted Bicycle and Pedestrian Master Plan.

- Various photographs were replaced and various typographical errors and omissions were corrected in elements of the project.

Finding Related to Recirculation

The minor changes to the Final PEIR presented above do not constitute a new significant environmental impact or a substantial increase in the severity of an environmental impact which would trigger the requirement to recirculate the PEIR pursuant to Section 15088.5 of the California Environmental Quality Act Guidelines. All changes listed above were made to clarify or to provide minor corrections to the project.

CHINO 2045 GENERAL PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT
(SCH #2024090833)

RESPONSES TO COMMENTS RECEIVED DURING PUBLIC REVIEW

Chino 2045 General Plan Update
Program Environmental Impact Report
SCH #2024090833

Letters of Comment and Responses

The following letters of comment were received from state and local agencies during the public review period of the Draft Program Environmental Impact Report (PEIR) beginning on June 20, 2025, and ending on August 4, 2025. A copy of each comment letter along with corresponding staff responses is included here. Some of the comments did not address the adequacy of the environmental document; however, staff has attempted to provide appropriate responses to all comments as a courtesy to the commenter. Some of the comments received resulted in changes to the Draft PEIR text. These text changes are indicated by strikeout (deleted) and underline (inserted) markings in the Final PEIR text. Revisions to the Draft PEIR are intended to correct minor discrepancies and provide additional clarification. The revisions do not affect the conclusions of the document.

Letter	Author	Page Number
A	South Coast Air Quality Management District	RTC-2
B	City of Ontario	RTC-11
C	City of Chino Hills	RTC-12
D	City of Pomona	RTC-13
E	California Department of Transportation	RTC-17
F	Riverside County Airport Land Use Commission	RTC-23

Letter A

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL: Revised, July 31, 2025
mhitz@cityofchino.org
Michael Hitz, AICP, Principal Planner
City of Chino
13220 Central Avenue
Chino, CA 91710

Draft Program Environmental Impact Report (Draft PEIR) for the 2045 Chino General Plan Update (Proposed Project) (SCH No: 2024090833)

A-1 South Coast Air Quality Management District (South Coast AQMD) staff appreciate the opportunity to review the above-mentioned document. The City of Chino is the California Environmental Quality Act (CEQA) Lead Agency for the Proposed Project. To provide context, South Coast AQMD staff has provided a brief summary of the project information and prepared the following comments which are organized by topic of concern.

Summary of Proposed Project Information in the Draft PEIR

Based on the Draft PEIR, the 2045 Chino General Plan Update (Proposed Project) represents a comprehensive, citywide update to the City of Chino's Adopted General Plan. The updated plan extends the City's planning and policy framework through the year 2045 and is intended to serve as a long-range, programmatic guide for land use, housing, transportation, infrastructure, open space, and environmental quality.[1] The Proposed Project is a policy document which serves the following purposes:

- Establish a long-range vision that reflects the aspirations of the community and outlines steps to achieve this vision;
- Guide the use of City resources and funds in a fiscally sustainable manner;
- Provide a basis for judging whether specific development proposals and public projects are in harmony with plan policies;
- Plan in a manner that addresses future land needs and economic opportunities, based on the projected population, housing, and job growth;
- Allow City departments, other public agencies, and private developers to design projects that will enhance the unique character of the community, preserve environmental resources, and minimize hazards; and
- Provide the basis for establishing and setting priorities for detailed plans and implementing programs, such as the zoning ordinance, subdivision regulations, specific and master plans, and the Capital Improvement Program.[2]

As a programmatic environmental document, the Draft PEIR evaluates the environmental impacts of the General Plan Update as a whole, recognizing that future development projects will require

[1] Draft PEIR, p. 3-1.
[2] Draft PEIR, p. 3-6.

A-1 Introductory comment. See responses to specific comments below.

tiered, project-level CEQA review.[3] The Project also anticipates addition of industrial and logistics-related development through 2045.[4]

A-2 **South Coast AQMD Comments**

CARB and South Coast AQMD's Guidance Documents

The Lead Agency is recommended to follow CARB and South Coast AQMD land-use guidance to ensure that sensitive receptors are not heavily affected by the warehouse truck activities and freeway emissions. This guidance includes:

1) The California Air Resources Board's (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective*[5] is a general reference guide for evaluating and reducing air pollution impacts associated with new projects that go through the land use decision-making process with additional guidance on strategies to reduce air pollution exposure near high-volume roadways available in CARB's technical advisory.[6]

2) The South Coast AQMD's *Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning*[7] includes suggested policies that local governments can use in their General Plans or through local planning to prevent or reduce potential air pollution impacts and protect public health. It is recommended that the Lead Agency review this Guidance Document as a tool when making local planning and land use decisions.

By adhering to these guidance documents and implementing proactive Mitigation Measures (MMs), the lead agency can avoid, eliminate or reduce the adverse impacts of warehouse and truck activities on public health, ensuring that vulnerable communities are adequately protected from disproportionate exposure to air pollution.

A-3 *Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program*

On May 7, 2021, South Coast AQMD's Governing Board adopted Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program, and Rule 316 – Fees for Rule 2305. Rules 2305 and 316 are new rules that will reduce regional and local emissions of NOx and particulate matter (PM), including diesel PM. These emission reductions will reduce public health impacts for communities located near warehouses from mobile sources that are associated with warehouse activities. Also, the emission reductions will help the region attain federal and state ambient air quality standards. Rule 2305 applies to owners and operators of warehouses greater than or equal to 100,000 square feet. Under Rule 2305, operators are subject to an annual WAIRE Points Compliance Obligation that is calculated based on the annual number of truck trips to the warehouse. WAIRE Points can be earned by

[3] Draft PEIR, p. 3-31.
[4] Draft PEIR, p. 3-1.
[5] CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* can be found at: https://ww2.arb.ca.gov/sites/default/files/2023-05/Land%20Use%20Handbook_0.pdf.
[6] CARB's Technical Advisory can be found at: Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways | California Air Resources Board.
[7] South Coast AQMD. 2005. *Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning*. Available at: http://www.aqmd.gov/docs/default-source/planning/air-quality-guidance/complete-guidance-document.pdf.

A-2 Section 4.2.2.2(b) and Section 4.2.7.1(b) of the Final Program Environmental Impact Report (PEIR) reference the California Air Resources Board's (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective*. This includes a discussion of (non-mandatory) measures that could be incorporated into future development. It also discusses minimum efficiency reporting value 13 filters that would be required per the California Green Building Standards Code. The Final PEIR determined that impacts would remain significant and unavoidable at this program level of review because the scale and extent of exposure of future development and redevelopment under the Chino 2045 General Plan Update (project) to mobile sources of toxic air contaminants (TACs) cannot be known at this time.

While the PEIR does not specifically reference the South Coast Air Quality Management District's (SCAQMD) *Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning*, the project includes numerous polices that would reduce harmful air quality emissions consistent with the goals of this document. Section 4.2.2.4(b) provides a list of the project's policies and actions that would reduce harmful air quality emissions.

A-3 The project includes policies addressing emissions generated by warehouses. Consistent with Land Use and Community Character Element Policy LCC-6.2, the City will support the continued operation and expansion of industrial, manufacturing, and distribution activities within established employment districts, subject to performance standards for new development and operation that minimize noise, odor, or other harmful emissions beyond the boundaries of the site to the extent practicable. Similarly, consistent with Land Use and Community Character Element Action LCC-6.A, the City will identify and offer incentives for new industrial, manufacturing, and distribution to adopt green building practices and technologies that exceed Title 24 California Green Building Code requirements. Additionally, Section 4.2.7.1(b) of the Final PEIR has been revised to state that site-specific warehouse projects 100,000 square feet or larger would comply with SCAQMD Rule 2305-WAIRE, as applicable.

implementing actions in a prescribed menu in Rule 2305, implementing a site-specific custom plan, or paying a mitigation fee. Warehouse owners are only required to submit limited information reports, but they can opt to earn Points on behalf of their tenants if they so choose because certain actions to reduce emissions may be better achieved at the warehouse development phase, for instance the installation of solar and charging infrastructure. Rule 316 is a companion fee rule for Rule 2305 to allow South Coast AQMD to recover costs associated with Rule 2305 compliance activities. Since the Proposed Project will result in an increase in the development of light industrial warehouses, South Coast AQMD recommends the Lead Agency review South Coast AQMD Rule 2305 to determine the potential WAIRE Points Compliance Obligation for future operators.[8] In addition, South Coast AQMD recommends that Rule 2305 compliance be integrated into the 2045 Chino General Plan Update as a programmatic policy requirement and as part of mitigation commitments in the Final PEIR. This could include adopting policies or implementation programs requiring new warehouse development to demonstrate how they will support tenant WAIRE compliance, such as installing infrastructure for electric vehicle charging, rooftop solar, or zero-emission equipment. South Coast AQMD staff is available to answer questions concerning Rule 2305 implementation and compliance by phone or email at (909) 396-3140 or waire-program@aqmd.gov. For implementation guidance documents and compliance and reporting tools, please visit South Coast AQMD's WAIRE Program webpage.[9]

A-4

Localized Significance Thresholds Analysis

To ensure accurate evaluation of localized air quality impacts in future development projects, it is recommended that the Lead Agency clarify that the Localized Significance Threshold (LST) screening tables are not applicable for projects larger than five acres, consistent with Table 3-2 of the South Coast AQMD LST methodology in the Final PEIR for 2045 Chino General Plan Update.[10] Relying on these screening tables for projects exceeding five acres in size, involving substantial combustion sources, or located near sensitive receptors, may result in underestimation of localized air quality impacts. Therefore, South Coast AQMD staff recommends that the Lead Agency include a clarification that project-specific air dispersion modeling for projects larger than five acres, consistent with Table 3-2 of the South Coast AQMD LST methodology, during both construction and operational phases is required, to ensure accurate assessment of air quality impacts and protection of nearby sensitive populations.

A-5

Air Quality Mitigation Measures for NOx and PM Emissions from Construction

Given the long-range plan of the 20-year or longer construction period for the Proposed Project,[11] it is important that the Draft PEIR be updated to reflect the availability of future cleaner construction technologies. According to the CARB Strategies for Reducing Emissions from Off-Road Construction Equipment, the implementation of off-road Tier 5 starting in 2027 or 2028 and the Governor's Executive Order in September 2020 requires CARB to develop and propose a full transition to Zero Emissions (ZE) by 2035.[12] Considering the scope of the project, it is crucial to ensure that the levels of construction emissions, specifically NOx and PM_{10}, remain below

[8] South Coast AQMD Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Accessed at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/r2305.pdf.
[9] South Coast AQMD WAIRE Program. Accessed at: http://www.aqmd.gov/waire.
[10] Draft PEIR. p. 4.3-36.
[11] Draft PEIR, p. 4.2-38
[12] Presentation can be found at: https://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2022-air-quality-management-plan/combined-construction-carb-amp-aqmp-presentations-01-27-21.pdf

A-4 Localized Significance Thresholds are discussed in Section 4.2.3.1(b) of the Final PEIR. Because this is a plan-level analysis, the screening tables are not specifically addressed. However, future site-specific projects would be required to prepare an air quality analysis consistent with SCAQMD requirements per Mitigation Measures AQ-1 and AQ-2. An additional discussion of the screening tables and requirements necessary for projects greater than five acres has been added to Section 4.2.3.1(b) of the Final PEIR.

A-5 Additional information about potential CARB Tier 5 and zero emission standards and their applicability to future construction has been added to Sections 4.2.6.1(a) and 4.2.7.1(b) of the Final PEIR. Future construction activities would be required to comply with all applicable CARB off-road equipment regulations in effect at the time that construction activities are proposed.

significant thresholds during the construction period for each proposed individual project. Moving towards achieving this goal, where feasible, involves opting for electric emission-free engines instead of diesel-fueled engines for the construction equipment. This proactive choice not only aligns with environmental concerns but also demonstrates a commitment to minimizing the project's environmental footprints. The abatement of NOx can also be pursued by enforcing greener constructions, such as, limiting the usage of older engines in favor of adopting the latest available technologies, or even incorporating exhaust retrofits such as cutting-edge exhaust aftertreatment techniques. Additionally, several other resources to assist the Lead Agency with identifying additional potential mitigation measures for the Proposed Project are included in the South Coast AQMD's CEQA Air Quality Handbook[13] for both operational and construction emissions.

A-6

Recommended Air Quality and Greenhouse Gas Mitigation Measures and Project Design Features for Consideration

CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize or eliminate any significant adverse air quality impacts. To further reduce the Proposed Project's air quality impacts, South Coast AQMD recommends incorporating the following mitigation measures and project design considerations into the Final PEIR.

A-7

Mitigation Measures to Reduce Operational Air Quality Impacts from Mobile Sources

1. Require or incentivize the use of zero-emission (ZE) or near-zero emission (NZE) on-road haul trucks, such as heavy-duty trucks with natural gas engines that meet the CARB's adopted optional NOx emissions standard at 0.02 grams per brake horsepower-hour (g/bhp-hr), where feasible.

   Note: Given CARB's clean truck rules and regulations aiming to accelerate the utilization and market penetration of ZE and NZE trucks, such as the Advanced Clean Trucks Rule and the Heavy-duty Low NOx Omnibus Regulation, ZE and NZE trucks will become increasingly more available to use.

2. Adopt a phase-in schedule to incentivize the use of cleaner operating trucks to reduce any significant adverse air quality impacts.

   Note: South Coast AQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency.

3. Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the Final PEIR. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this higher activity level.

4. Require electric vehicle (EV) charging stations or, at a minimum, provide electrical infrastructure, and electrical panels should be appropriately sized. Electrical hookups should be provided for truckers to plug in any onboard auxiliary equipment.

[13] South Coast AQMD's CEQA Air Quality Handbook, Available at: https://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook

A-6 Introductory comment regarding mitigation. See responses to specific comments below.

A-7 As a programmatic document, the PEIR identified a mitigation framework adaptable to future projects. Mitigation measure AQ-2 outlines potential reduction measures to be implemented by future projects for the reduction of operational mobile source emissions. The measure specifically states, "Mitigation to reduce operational impacts depends on the specific project, but may include measures such as, but not limited to…" The listed reduction measures set out in mitigation measure AQ-2 are not intended to be all-inclusive, rather they provide a framework for the development of reduction measures as applicable to future projects. Pursuant to mitigation measure AQ-2, future site-specific projects would be required to assess project level air quality impacts, including an evaluation of potential impacts associated with operational mobile sources. If such analyses identify potentially significant regional or local air quality impacts, project-level mitigation and/or project design features would be required to reduce operational impacts to less than significant. These measures would be developed on a case-by-case basis consistent with the requirements of CARB and state law. Therefore, the PEIR provides an adequate mitigation framework for a programmatic evaluation, and no revisions have been made per this comment.

A-8 Mitigation Measures to Reduce Operational Air Quality Impacts from Other Area Sources

1. Incorporate solar-ready or solar-mandated provisions for new commercial, industrial, and civic buildings.
2. Promote the use of high-albedo (light-colored) roofing and paving to reduce the urban heat island effect and decrease indirect energy consumption.
3. Require Energy Star-rated appliances and HVAC systems in all new development, particularly multifamily housing and public facilities.

A-9 Design Considerations for Reducing Air Quality and Health Risk Impacts

1. Establish General Plan policies that require buffer zones or site design strategies to separate heavy truck routes from sensitive receptors (e.g., schools, daycares, housing
2. Design the Proposed Project such that truck entrances and exits are not facing sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site.
3. Require on-site truck queuing and check-in areas to prevent queuing on public streets or near homes.
4. Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors.
5. Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site.

A-10 Lastly, the South Coast AQMD also suggests that the Lead Agency conduct a review of the following references and incorporating additional mitigation measures as applicable to the Proposed Project in the Final PEIR:

1. State of California – Department of Justice: Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act[14]
2. South Coast AQMD 2022 Air Quality Management Plan,[15] specifically:
   a) Appendix IV-A – South Coast AQMD's Stationary and Mobile Source Control Measures
   b) Appendix IV-B – CARB's Strategy for South Coast

[14] State of California – Department of Justice, Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act. Available at: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf
[15] South Coast AQMD, 2022 Air Quality Management Plan (AQMP). Available at: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan

A-8 See response to comment A-7. Future site-specific projects would include an evaluation of potential impacts associated with operational area sources and would develop appropriate mitigation measures on a case-by-case basis consistent with the requirements of CARB and state law. Furthermore, future site-specific development would be required to demonstrate consistency with the City's Climate Action Plan by implementing one or a combination of the following three options:

1. Exceed the mandatory California Energy Code Title 24, Part 6 standards, in effect at the time of application submittal by five percent; or
2. Achieve an equivalent reduction through voluntary measures in the California Green Building Standards Code, Title 24, Part 11, in effect at the time of development application submittal for discretionary review; or
3. Provide other equivalent greenhouse gas (GHG) reductions through measures including, but not limited to, non-vehicle transportation infrastructure, transit, zero emission vehicle infrastructure or other incentives, waste diversion, water conservation, tree planting, renewable energy option packages, or any combination of these or other measures such that GHG emissions are reduced by 0.074 metric tons of carbon dioxide equivalent per residential dwelling unit per year and/or per thousand square feet of commercial/industrial use per year.

Compliance with the City's Climate Action Plan would reduce operational emission generated by area sources. Finally, consistent with Land Use and Community Character Element Action LCC-6.A, the City will identify and offer incentives for new industrial, manufacturing, and distribution to adopt green building practices and technologies that exceed Title 24 California Green Building Code requirements. Therefore, the PEIR provides adequate mitigation for a programmatic evaluation, and no revisions have been made per this comment.

A-9 Section 4.2.7.1(b) of the Final PEIR evaluated impacts associated with truck traffic. As noted in this section, the project includes the following policies that would serve to reduce health risks associated with air quality emissions:

1. Policy HEQ-5.3: Require new development that would locate sensitive uses adjacent to sources of TACs to be designed to minimize any potential health risks, consistent with state law.
2. Policy HEQ-5.5: Consistent with AB 98 regulations, regulate new light industrial and warehouse uses in proximity to housing and other sensitive uses and require such projects to route trucks and minimize idling in order to reduce diesel particulate emissions.
3. Policy HEQ-5.6: Work with existing industrial and transportation-related business in Chino to improve outdoor air quality through improved operations and practices, such as planning for zero emissions trucks and vans.
4. Policy LCC-1.5: Locate manufacturing, warehousing, logistics and industrial uses in areas with good access to the regional transportation network while providing for adequate separation and buffering from residential uses.
5. Policy INF-5.10: Prohibit freight trucks from parking or idling on local streets in residential neighborhoods and discourage trucks from traveling on local streets.
6. Action INF-5.b: Establish restrictions on vehicle weight limit near sensitive land uses such as schools and residential areas to discourage cut-through truck traffic. Support and plan for electrification and autonomy of the truck fleet.

Furthermore, mitigation measure AQ-3 would require projects siting new sensitive land uses within 500 feet of State Route 71 or State Route 60 to prepare a health risk assessment evaluating the potential for sensitive receptors to be exposed to toxic air contaminants. Therefore, the PEIR provides adequate mitigation, consistent with the commenter's suggestions, for a programmatic evaluation, and no revisions have been made per this comment.

	A-10 Mitigation measures AQ-1 and AQ-2 identifies a framework for use by future site-specific projects for the reduction of construction emissions, and for the reduction of operational emissions. As required by the mitigation measures, future site-specific projects would include an evaluation of potential impacts associated with construction and operational sources and would develop appropriate mitigation measures on a case-by-case basis consistent with the requirements of CARB and state law.

c) Appendix IV-C – SCAG's Regional Transportation Strategy and Control Measure

3. United States Environmental Protection Agency (U.S. EPA): Mobile Source Pollution - Environmental Justice and Transportation.[16]

A-11

South Coast AQMD Air Permits and Role as a Responsible Agency

The Final PEIR should clearly identify South Coast AQMD as a Responsible Agency pursuant to CEQA Guidelines Section 15096 if discretionary air permits are required for stationary sources, including generators, boilers, or other equipment. Additionally, South Coast AQMD recommends that the Final PEIR include a discussion of anticipated permit-triggering equipment types by land use or development type (e.g., fire stations, hospitals, industrial facilities).

Hence, if development of a Project would require the use of new stationary and portable sources, including but not limited to emergency generators, fire water pumps, boilers, etc., air permits from South Coast AQMD will be required. The final CEQA document, should include a discussion about the potentially applicable rules that the Proposed Project needs to comply with. Those rules may include, for example, Rule 201 – Permit to Construct,[17] Rule 203 – Permit to Operate,[18] Rule 401 – Visible Emissions,[19] Rule 402 – Nuisance,[20] Rule 403 – Fugitive Dust,[21] Rule 1110.2 – Emissions from Gaseous and Liquid Fueled Engines,[22] Rule 1113 – Architectural Coating,[23] Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil,[24] Rule 1179 – Publicly Owned Treatment Works Operations,[25] Regulation XIII – New Source Review,[26] Rule 1401 – New Source Review of Toxic Air Contaminants,[27] Rule 1466 – Control of Particulate Emissions from Soils with Toxic Air Contaminants,[28] Rule 1470 – Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines,[29] etc. It is important to note that when air permits from South Coast AQMD are required, the role of South Coast AQMD would change from a Commenting Agency to a Responsible Agency under CEQA. In addition, if South Coast AQMD is identified as a Responsible Agency, per CEQA Guidelines Sections 15086, the Lead Agency is required to consult with South Coast AQMD.

CEQA Guidelines Section 15096 sets forth specific procedures for a Responsible Agency, including making a decision on the adequacy of the CEQA document for use as part of the process for conducting a review of the Proposed Project and issuing discretionary approvals. Moreover, it is important to note that if a Responsible Agency determines that a CEQA document is not adequate to rely upon for its discretionary approvals, the Responsible Agency must take further

[16] United States Environmental Protection Agency (U.S. EPA), Mobile Source Pollution - Environmental Justice and Transportation. Available at: https://www.epa.gov/mobile-source-pollution
[17] South Coast AQMD. Rule 201 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-ii/rule-201.pdf
[18] South Coast AQMD. Rule 203 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-ii/rule-203.pdf
[19] South Coast AQMD. Rule 401 available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-401.pdf
[20] South Coast AQMD. Rule 402 available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-402.pdf
[21] South Coast AQMD. Rule 403 available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-403
[22] South Coast AQMD. Rule 1110.2 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xi/r1110_2.pdf
[23] South Coast AQMD. Rule 1113 available at https://www.aqmd.gov/docs/default-source/rule-book/reg-xi/r1113.pdf
[24] South Coast AQMD. Rule 1166 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xi/rule-1166.pdf
[25] South Coast AQMD. Rule 1179 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xi/rule-1179.pdf
[26] South Coast AQMD. Regulation XIII available at: https://www.aqmd.gov/home/rules-compliance/rules/scaqmd-rule-book/regulation-xiii
[27] South Coast AQMD. Rule 1401 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1401.pdf
[28] South Coast AQMD. Rule 1466 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1466.pdf
[29] South Coast AQMD. Rule 1470 available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1470.pdf

A-11 Section 4.2.7.1(b) of the Final PEIR documents SCAQMD's role in issuing permits for future sources of toxic air contaminants by stating the following:

> Various uses, such as dry cleaners and gasoline-dispensing facilities, have the potential to be substantial stationary sources that would require a permit from the SCAQMD. Although future development and redevelopment under the project could be located near existing types of facilities, emissions of TACs are regulated by SCAQMD through permitting and monitoring requirements. The California Air Toxics Program establishes the process for the identification and control of TACs and includes provisions to make the public aware of significant toxic exposures and for reducing risk.

As described in Section 3.5 of the Final PEIR, the PEIR examines the potential environmental impacts of implementing the project and identifies mitigation measures required to address significant impacts, as necessary. This evaluation is programmatic and does not evaluate the potential project-specific environmental impacts of individual development proposals that may be allowed subsequent to project adoption. Consequently, site-specific development plans that may include stationary sources requiring discretionary air permits are not available for evaluation at this time.

Subsequent projects would be reviewed by the City for consistency with the project and the PEIR, and adequate project-level environmental review would be conducted as required under the California Environmental Quality Act. During this process, future site-specific projects requiring discretionary air permits would coordinate with SCAQMD as a Responsible Agency, as necessary, and would be required to comply with all SCAQMD rules and regulations and permitting requirements.

actions listed in CEQA Guideline Section 15096(e), which could have the effect of delaying the implementation of the Proposed Project. In its role as CEQA Responsible Agency, the South Coast AQMD is obligated to ensure that the CEQA document prepared for this Proposed Project contains a sufficient project description and analysis to be relied upon in order to issue any discretionary approvals that may be needed for air permits.

For these reasons, the final CEQA document should be revised to include a discussion about any and all new stationary and portable equipment requiring South Coast AQMD air permits, provide the evaluation of their air quality and greenhouse gas impacts, and identify South Coast AQMD as a Responsible Agency for the Proposed Project as this information will be relied upon as the basis for the permit conditions and emission limits for the air permit(s). Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 for questions regarding what types of equipment would require air permits. For more general information on permits, please visit South Coast AQMD's webpage at https://www.aqmd.gov/home/permits.

A-12 Conclusion
As set forth in Public Resources Code Section 21092.5(a) and CEQA Guidelines Section 15088(a-b), the Lead Agency shall evaluate comments from public agencies on the environmental issues and prepare a written response at least 10 days prior to certifying the Final PEIR. As such, please provide South Coast AQMD written responses to all comments contained herein at least 10 days prior to the certification of the Final PEIR. In addition, as provided by CEQA Guidelines Section 15088(c), if the Lead Agency's position is at variance with recommendations provided in this comment letter, detailed reasons supported by substantial evidence in the record to explain why specific comments and suggestions are not accepted must be provided.

A-13 Thank you for the opportunity to provide comments. South Coast AQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact Jivar Afshar, Air Quality Specialist, at jafshar@aqmd.gov should you have any questions.

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA IGR
Planning, Rule Development & Implementation

SW:JA

SBC250617-08
Control Number

A-12 The City will provide written responses ten days prior to certification of the Final PEIR.

A-13 Conclusory remarks.

Letter B

CITY OF ONTARIO
MEMORANDUM

Development Plan Review
Engineering Department:
Transportation Section

Project: City of Chino 2045 General Plan Update Date: July 29, 2025

Location: City of Chino By: Nathan Kuan

The Transportation Division recommends the following to be incorporated into the Project's Conditions-of-Approval:

B-1 Conditions:

1. Existing and Proposed Bicycle Network – Figure 4.13-3
   - Please note that the east side of Benson Avenue between Francis Street and Philadelphia Avenue is shown with a Class II Bike Lane per The Ontario Plan. The Chino 2045 General Plan Update shows the west side of Benson Avenue between Francis Street and Philadelphia Avenue with a Class III Bike Lane.
   - Please note that the north side of Merrill Avenue between Euclid Avenue and Hellman Avenue is shown with a Class II Bike Lane per The Ontario Plan. The Chino 2045 General Plan Update shows the south side of Merrill Avenue between Euclid Avenue and Hellman Avenue with a Class I Bike Lane.

nk;

B-1 Consistent with Infrastructure Element Action INF-2.E, the City of Chino (City) will review bike lane classifications with neighboring jurisdictions and seek agreement on actions needing coordination. Similarly, consistent with Infrastructure Element Action INF-4.D, the City will periodically update the Bicycle and Pedestrian Master Plan as necessary. Any changes, if necessary, would be made consistent with the dimensions documented in the City's Standard Drawings.

Letter C

City of Chino Hills

14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2600
www.chinohills.org

August 4, 2025

Michael Hitz, Principal Planner
City of Chino Development Services Department
13220 Central Avenue
Chino, CA 91710

Subject: Comments on Draft Program Environmental Impact Report (PEIR) for the 2045 Chino General Plan Update

Dear Mr. Hitz,

C-1 Thank you for the opportunity to comment on the above-mentioned Draft PEIR. The City of Chino Hills (City) values the collaboration that we have with the City of Chino on issues that impact both communities. We appreciate that the Draft PEIR addresses the issues that were raised in our comment letter for the Notice of Preparation (NOP).

C-2 The City notes that under the traffic analysis, Chino acknowledges that the current roadway for Chino Hills Parkway between Monte Vista Avenue and our shared boundary may not be sufficient to accommodate traffic from anticipated growth unless the roadway is widened on the north side, where adjacent land within the City of Chino is currently undeveloped. The City requests future coordination with Chino on public improvements for the widening of this segment of roadway.

C-3 Concerning the components of the plan that address the Pine Avenue Connector, the City appreciates that a separate environmental analysis is required and is currently underway. We would like to reiterate that a portion of the proposed roadway alignment is within the City of Chino Hills boundaries, and that extensive coordination with the City will be required, in addition to Caltrans, Department of Fish and Wildlife, and the United States Army Corps of Engineers. The future environmental review will need to assess the impacts of traffic resulting from the connector project on roadways and intersections in Chino Hills.

C-4 Thank you again for the opportunity to comment on the Draft PEIR. If you have additional questions, please contact me at nliguori@chinohills.org or (909) 364-2740.

Sincerely,

Nicholas Liguori, AICP
Community Development Director

City Council: Art Bennett ▪ Brian Johsz ▪ Ray Marquez ▪ Cynthia Moran ▪ Peter J. Rogers

C-1 Introductory comment. See the responses to specific comments below.

C-2 The City of Chino (City) will coordinate with the City of Chino Hills regarding the segment of Chino Hills Parkway between Monte Vista Avenue and shared City boundary. Consistent with Infrastructure Element Policy INF-3.4, the City will investigate ways to improve roadway operations on Chino Hills Parkway, including widening, if feasible.

C-3 Comment noted. The City will coordinate with the City of Chino Hills regarding the ongoing environmental analysis for the Pine Avenue Connector Project.

C-4 Conclusory remarks.

Letter D

THE CITY OF
POMONA

BETTY DONAVANIK
Development Services Director

August 4, 2025

Michael Hitz
Principal Planner
City of Chino
13220 Central Avenue
Chino, CA 91710

Sent via e-mail to mhitz@cityofchino.org

Re: Chino 2045 General Plan Update – City of Pomona Comment Letter

Dear Michael Hitz:

D-1 The City of Pomona ("Pomona") appreciates the opportunity to comment on the Chino 2045 General Plan Update ("General Plan Update"). Pomona has reviewed the documents and is submitting this formal public comment letter on the proposed General Plan Update.

As we have stated in prior communication to other agencies, the City of Chino ("Chino") should be applauded for voluntarily partnering with Pomona and raising potential concerns that Pomona may have regarding industrial operations that are along the western Chino border. In fact, it should be noted that the East End Annexation Project was brought to the City of Pomona's attention specifically because Chino's staff proactively reached out.

We would like to publicly note that the General Plan Update advances several key land use, mobility, and environmental justice policies that Pomona wholeheartedly supports. This includes focusing on employment-based, mixed-use districts, complete streets and layered multi-modal approaches, and limiting the negative impact of heavy industrial on sensitive uses.

In addition, Pomona seeks to raise three points formally through the public comment process:

D-2 1. Chino should consider changing the "Heavy Industrial" land use designation on the western border of the City between Walnut and Philadelphia to "Business Park" or "Light Industrial," so as to further limit the possibility of heavy, trucks-based logistics and industrial facilities on our shared border.

D-3 2. Chino should consider the following definitions that were adopted in Pomona's most recent citywide zoning code update, as they provide a more nuanced and targeted set of tools to better regulate different industrial uses. While these would require a zoning code update,

D-1 Introductory comment. See the responses to specific comments below.

D-2 Comment noted. This comment does not address the adequacy of the environmental document. The Heavy Industrial designation of land along the western City of Chino (City) border between Walnut Street and Philadelphia Street predates the Chino 2045 General Plan Update (project). The Heavy Industrial Designation in this location is part of the exiting condition, and the project is not making changes to this area. Furthermore, the majority of land within this area is already built out. No changes have been made per this comment.

D-3 Comment noted. This comment does not address the adequacy of the environmental document. Please be advised that in the coming months, the City will be amending the Zoning Code to incorporate performance standards related to warehousing and logistics uses consistent with California General Plan Law (Assembly Bill 98). No changes have been made per this comment.

they can still be acknowledged formally in the General Plan Update as part of the Land Use Chapter.

Production Fulfillment
Any use that is primarily storage and direct distribution of products to end users within the supply chain ("business to business" or "business to consumer"), sorted, picked, and/or packed either manually or with automation, in either a traditional or a high-cube format. Includes receiving and processing of bulk goods and individual order processing. Excludes Retail and Large Format Retail. Includes e-commerce, third party logistics, on-demand transportation, and freight forwarding.

Production Transportation
Any facility that is involved in product fulfillment or product distribution of bulk goods primarily through the use of truck trailers and truck tractors for truckload services within the supply chain ("business to business" or "business to consumer"). Includes full truckload, less than truckload, trans-loading, consolidations, de-consolidations, cross-dock, and other on-demand transportation services.

Outdoor Storage
a. Workplace *The primary open outdoor storage of non-hazardous equipment and machinery for use in the production of goods or for the construction of development projects. Includes infrastructure related storage, contractor's storage, machinery rental, lumber storage. Excludes pallet yards.*

b. Container *The primary open outdoor storage of containers that are either empty or contain goods or materials. This includes standardized shipping containers, including twenty-foot equivalent units (TEUs).*

c. Vehicle *The primary open outdoor storage of passenger vehicles, commercial sized vehicles, heavy duty trucks, boats, recreation vehicles, chassis, trailers, and other oversized vehicles. Includes draying and freight.*

D-4 3. Chino should remove official truck routes along east west corridors that cross into Pomona where Pomona does not also have such official truck routes. Specifically, Map INF-3 Segments with Overlapping Truck Routes and Bicycle Facilities Page 4-32. Remove the truck route along Philadelphia Street west of East End Avenue. Philadelphia Street is not a truck route on the City of Pomona's truck route map. Please see marked-up map (Attachment No. 1).

There are **four reasons** for Pomona's request:

1. Pomona's General Plan designates the parcels adjacent to the proposed annexation as "Workplace District," which, among other provisions, calls for the phase out of nuisance and polluting land uses.

D-4 Comment noted. This comment does not address the adequacy of the environmental document. However, the City has elected to remove the proposed truck route designation from the segment of Philadelphia Street west of East End Avenue, which is reflected in the revised Figure 4.13-2 and Figure 4.13-4 of the Final PEIR.

2. Pomona recently approved a new Pomona Zoning Ordinance which implements this Workplace District by permanently prohibiting the establishment of new Fulfillment-Oriented uses in the City, including Production Transportation and Production Fulfillment.

3. The most likely freeway on and off ramp that East End parcels would rely upon for industrial operations is Reservoir Street, which is within the City of Pomona jurisdiction. It is unlikely that East End parcels would travel east to rely upon Ramona Avenue for 60 freeway access. This can potentially increase the total number of heavy-duty truck trips on Pomona's streets, which impacts the maintenance of these roads, without mitigation. Furthermore, the Reservoir on/off ramp has not been evaluated for sufficient capacity to handle such trips.

4. The entirety of Pomona census tracts bordering the proposed project, as well as all of the census tracts located within the East End Annexation Project are identified as a disadvantaged community as defined by the CalEPA and SB 535. This means that these areas are already among the most environmentally burdened in the State, with cumulative air, noise, toxic substances, water quality, and other impacts.

D-5 The City of Pomona appreciates Chino as a good neighbor and engaging us in this process. We encourage you to continue collaborating with Pomona on pursuing meaningful industrial land use and mobility policies in the General Plan Update that reduce the cumulative environmental burden of our shared boundaries to benefit all of the residents in the region.

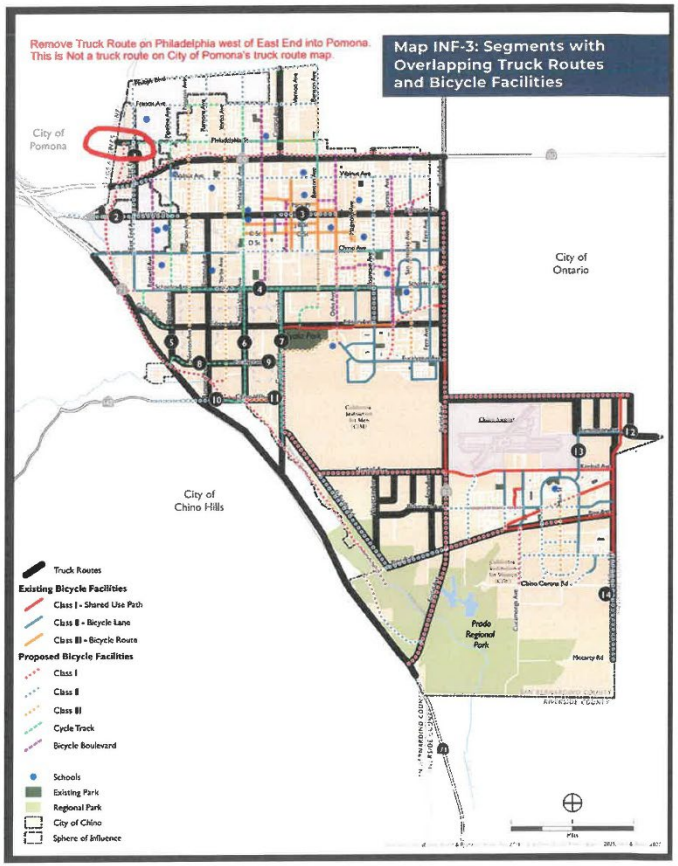
Sincerely,

Betty Donavanik
Development Services Director

CC: Warren Morelion, Development Services Director, City of Chino
Anita D. Scott, City Manager, City of Pomona
Sonia Carvalho, City Attorney, City of Pomona
Meg McWade, Public Works Director, City of Pomona
Ata Khan, Deputy Director, Office of Economic & Business Affairs
Geoffrey Starns, Planning Manager, City of Pomona
Vinny Tam, Supervising Planner, City of Pomona

D-5 Conclusory remarks.

ATTACHMENT NO. 1



Page 4 of 4

Letter E

CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

California Department of Transportation

DISTRICT 8
464 WEST 4TH STREET
SAN BERNARDINO CA, 92401
(909) 925-7520
www.dot.ca.gov

August 7, 2025

Route & Postmile #: N/A - Citywide
Cross Street: N/A
GTS ID: 36800
SCH #: 2024090833

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

Subject: City of Chino General Plan Update 2045

E-1 The California Department of Transportation (Caltrans) Local Development Review (LDR) Branch has completed its evaluation of the Program Environmental Impact Report (PEIR) for the City of Chino General Plan and Zoning Map/Code Update.

Caltrans is committed to supporting a multimodal transportation system that serves local development projects. Planning for facilities that accommodate pedestrians, cyclists, transit riders, and car/vanpool users encourages more multimodal travel. This, in turn, helps reduce traffic congestion, vehicle miles traveled (VMT), greenhouse gas emissions, and the State's contribution to climate change.

The city is encouraged to implement active transportation strategies as part of the projects to reduce automobile dependency and promote sustainable mobility options.

The project proposes an update to the General Plan and provide direction for the repeal of three outdated specific plans and the incorporation of any standards and provisions from those plans that remain relevant into the zoning and general plan updates, Furthermore, the project includes four new land use designations designed to promote a mix of uses in key opportunity areas including a Regional Mixed Use (RMU) designation, a Boulevard Mixed Use (BMU) designation, a new Downtown (DT) land use designation, and a new Employment Mixed Use (EMU) designation.

This project proposes the Preserve Specific Plan and the 2021-2029 Housing Element. The identified sites are as follows:

E-1 Introductory comment. See the responses to specific comments below.

The Preserve Specific Plan
Housing Element and Mixed Use/Affordable Housing Overlays
Pine Avenue Connector
Euclid Avenue Relinquishment

Based on the information provided in the PEIR and its associated documents, we are submitting the following comments and recommendations for your consideration:

Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) Reduction

E-2 1. Project proponents are encouraged to coordinate with nearby planned bike networks to contribute to a larger active transportation network. The City shall consider establishing a VMT Mitigation Impact Fee program to help mitigate potential impacts on the State Highway System.

E-3 2. Future developments must also consider the traffic safety impacts on the State Highway System resulting from new pedestrian and bicyclist needs, particularly where new origins or destinations intersect a State Route. Additionally, the analysis should address multimodal conflict points and changes in traffic composition, such as an increase in bicyclists or pedestrians, especially in areas where features like shoulders or sidewalks may not exist or are inconsistent with the facility's design.

E-4 3. The City must establish policies for the installation of Level 2 Electric Vehicle (EV) charging stations for both single- and multi-family residential units.

E-5 4. Caltrans recommends that the project implement multimodal strategies, such as those derived from Transit-Oriented Development (TOD), to further reduce the traffic-related impacts of future projects.

5. Active Transportation Plans and Smart Growth initiatives play a key role in supporting the state's 2050 Climate goals. Caltrans supports efforts to reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by promoting strategies that encourage greater use of, and benefits from, a multimodal transportation network.

E-6 6. Early engagement with Caltrans is strongly recommended for future projects that may impact state right-of-way. Additionally, before initiating the traffic study, please ensure that Caltrans is included in the scoping process.

E-7 **Traffic Operations**

1. Please provide the completed Traffic Analysis Report for any of the proposed project sites separately. Each Traffic Report should include findings and recommendations for opening year and horizon year if applicable.
2. Each individual Traffic Report should also include Traffic Safety Evaluation at each proposed project sites and provide potential safety counter measures if appliable.
3. Provide the cumulative Traffic Report, which combines all the proposed project sites. The report should reflect the entire roadway network improvements and involve implementations of Pedestrian facility, Bicycle facility, Sidewalk, and Crosswalk if necessary, and please update the General Plan accordingly.
4. Once plans for each project site are available, please provide appropriate mitigation measures for each site to reduce VMT impacts.
5. For locations with significant VMT impact, we recommend changes in the proposed project or mitigation which would reduce VMT impact to less than significant.

"Improving lives and communities through transportation"

2

E-2 The City of Chino (City) has a Bicycle and Pedestrian Master Plan with numerous bicycle facilities, including some that connect with bicycle lanes in neighboring jurisdictions. Consistent with Infrastructure Element Action INF-4.D, the City will periodically update the Bicycle and Pedestrian Master Plan as necessary. Consistent with Infrastructure Element Policy INF-3.6, the City will support regional efforts for the development of a Vehicle Miles Traveled (VMT) Mitigation Bank in coordination with the San Bernardino County Transportation Authority.

E-3 As described in Section 4.13.7.1 of the Final Program Environmental Impact Report (PEIR), the Infrastructure Element includes the following policies related to safety:

- Policy INF-2.10: Consider innovative design and technology solutions to improve mobility, efficiency, connectivity, and safety such as traffic calming devices, roundabouts, traffic circles, curb extensions at intersections, separated bicycle infrastructure, high visibility pedestrian treatments and infrastructure, smart road technologies, and traffic signal coordination.
- Policy INF-4.3: Adopt a "vision zero" approach to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all.

Additionally, Table 4.13-1 identifies potential bicycle and truck conflicts and outlines potential strategies the City has developed that are documented in the Infrastructure Element that would serve to reduce these conflicts. Furthermore, any future site-specific projects that would impact the State Highway System would require an evaluation of traffic safety related to pedestrian and bicycle needs, including multimodal conflict points and changes in traffic composition, as appropriate.

E-4 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. Consistent with Infrastructure Element Policy INF-3.22, the City will continue to incentivize the use of electric and hybrid vehicles by expanding the availability of electric vehicle charging infrastructure in City parking lots and structures and/or by providing priority parking locations for electric and hybrid vehicles.

E-5 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. The Infrastructure Element includes the policies listed below that would support development of multimodal transportation within the Planning Area. Implementation of these policies would also help to reduce VMT and greenhouse gas emissions within the Planning Area.

- Policy INF-2.10: Consider innovative design and technology solutions to improve mobility, efficiency, connectivity, and safety such as traffic calming devices, roundabouts, traffic circles, curb extensions at intersections, separated bicycle infrastructure, high visibility pedestrian treatments and infrastructure, smart road technologies, and traffic signal coordination.
- Policy INF-2.11: As part of street redesigns, plan for the needs of different modes–such as shade for pedestrians, lighting at pedestrian scale, mode-appropriate signage, bicycle facilities, and transit amenities. Coordinate with the future Urban Forest Management Plan to ensure the right tree, is placed in the right place, for the right reason.
- Policy INF-2.12: Add bike and pedestrian facilities on roads with excess capacity where such facilities do not exist, using supporting transportation plans as guidance. Excess capacity includes street rights-of-way or pavement widths beyond the standards, or excess capacity in roadways based on actual vehicular travel versus design capacity.
- Policy INF-4.2: As new development and redevelopment occurs, seek opportunities to create a finer-grained network of streets and walking and bicycling connections, especially within a half-mile walk of mixed-use areas.

E-5 (cont.)

- Policy INF-4.4: Design streets to promote walking by including design elements such as the following:
    - Grid networks that provide high levels of connectivity;
    - Closely spaced intersections;
    - Frequent and low-stress crossings;
    - Wide, unobstructed walkable sidewalks;
    - Street trees that provide shading; and
    - Minimize curb cuts to only required access areas.
- Policy INF-4.5: Provide for a safe, convenient pedestrian environment with strategies such as separate pedestrian-ways in parking lots, avoiding excessive driveway widths, and providing planting strips between sidewalks and streets where feasible. Plan for direct connections from the interiors of residential neighborhoods to nearby parks, schools, retail, and other services using sidewalks, trails, and paseos.
- Policy INF-4.9: Remove barriers to walking, where feasible, and work with utility companies to remove barriers to allow people of all abilities to move with comfort and convenience throughout the City, including through the following:
    - provision of curb ramps, crosswalks, and overpasses;
    - relocation of infrastructure or street furniture that impedes travel pathways;
    - reducing or consolidating driveways and curb cuts; and
    - creation of additional walking entrances to important destinations like schools, parks, and commercial areas.
- Policy INF-4.10: When designing projects, prioritize designs that encourage walking, improve pedestrian safety, and incorporate best practice designs and considerations for efficiencies in walking.
- Policy INF-4.11: Establish and maintain a comprehensive network of on- and off-roadway bike routes to encourage the use of bikes for both commuter and recreational trips.

E-5 (cont.)

- Policy INF-4.12: Plan and seek funding for a continuous, low-stress bikeway network consisting of bicycling-friendly facilities that connect neighborhoods with destinations and activity centers throughout the City.
- Policy INF-4.13: When designing projects, prioritize designs that strengthen the protection of cyclists, such as improvements that increase visibility of bicyclists, increase bikeway widths, raise bikeways, design safer intersection crossings and turns, and separate bikeways from driving traffic wherever feasible.
- Policy INF-4.14: Implement safety improvements in mid-block areas that allow for bicycles to safely cross heavily traveled roads. Improvements can include stop signs for cyclists, warning beacons, and illuminated signs initiated by pedestrians and cyclists.

E-6 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. Following City procedure, future site-specific projects that may impact state right-of-way would initiate early engagement with Caltrans, including California Department of Transportation (Caltrans) participation in the scoping process, as appropriate.

E-7 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. Per the City's Traffic Impact Analysis Guidelines, future site-specific projects would require the preparation of a transportation analysis, which would include the components suggested in this comment, as appropriate.

E-8 **Traffic Forecasting**
1. Provide recommended mitigation measures for the proposed sites.
2. Provide VMT Screening models for the cumulative VMT impact.
3. Recommendation to use the project level analysis. Please provide the rationale for the overriding consideration, if any.

E-9 **Equitable Access**
If any Caltrans facilities are impacted by the project, they must comply with American Disabilities Act (ADA) Standards upon project completion. Additionally, the project must ensure the maintenance of bicycle and pedestrian access throughout the construction phase. These access considerations align with Caltrans' equity mission to provide a safe, sustainable, and equitable transportation network for all users.

E-10 **Caltrans Encroachment Permit**
Please be advised that any permanent work or temporary traffic control that encroaches onto Caltrans' Right-of-Way (ROW) requires a requires a Caltrans-issued encroachment permit.

For information regarding the Encroachment Permit application and submittal requirements, contact:

Caltrans Office of Encroachment Permits
464 West 4th Street, Basement, MS 619
San Bernardino, CA 92401-1400
(909) 383-4526
D8.E-permits@dot.ca.gov
https://dot.ca.gov/programs/traffic-operations/ep

E-11 Thank you again for including Caltrans in the review process. Should you have any questions regarding this letter, or for future notifications and requests for review of new projects, please email LDR-D8@dot.ca.gov or call 909-925-7520.

Sincerely,

Janki Patel

Janki Patel
Branch Chief - Local Development Review
Division of Transportation Planning
Caltrans District 8

"Improving lives and communities through transportation"

3

E-8 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. Per the City's Traffic Impact Analysis Guidelines, future site-specific projects would require the preparation of a transportation analysis that includes an evaluation of impacts related to VMT, consistent with the City's guidelines and screening criteria. Future site-specific transportation analyses would also propose mitigation and discuss overriding considerations, as appropriate.

E-9 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. If any future site-specific projects would impact a Caltrans facility, they would be required to comply with the Americans with Disabilities Act, as required by Caltrans. Future site-specific projects would also maintain bicycle and pedestrian access through the construction process, as appropriate.

E-10 This comment does not raise an issue related to the adequacy or content of the PEIR. However, the following response is provided. If any future site-specific projects would encroach into Caltrans' right-of-way, the project applicant would be required to obtain a Caltrans-issued encroachment permit.

E-11 Conclusory remarks.

Letter F

Subject: Chino 2045 General Plan Update Project

From: Vega, Jaqueline <JaVega@RIVCO.ORG>
Sent: Friday, June 20, 2025 12:33 PM
To: Hitz, Michael <MHitz@cityofchino.org>
Subject: Chino 2045 General Plan Update Project

Hello,

F-1 Thank you for transmitting the above referenced project to ALUC for review. Please note that the proposed project is located outside of County boundary and therefore, review by the ALUC is not required.

However, Please double check neighboring airports compatibility plans and safety regarding development around airports.

Should you have any questions, please contact me.

Jackie Vega
Associate Planner

Riverside County Airport Land Use Commission
4080 Lemon Street, 14th Floor
Riverside, Ca 92501
(951) 955-0982
Javega@RIVCO.ORG
www.rcaluc.org

Confidentiality Disclaimer

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure.
If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.

County of Riverside California

EXTERNAL EMAIL: Please verify sender email. If unknown, DO NOT open links/attachments. NEVER give out your user ID or password for any reason!

'

1

F-1 Comment noted.

CHINO 2045 GENERAL PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT
(SCH #2024090833)

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring and Reporting Program

Section 21081.6 of the California Environmental Quality Act (CEQA) Guidelines requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted upon certification of an Environmental Impact Report (EIR) to ensure that the mitigation measures are implemented. The MMRP specifies the mitigation measures that have been identified to address potential impacts that would result from adoption of the City of Chino (City) 2045 General Plan Update (project) and future site-specific development. The MMRP additionally identifies the entity responsible for implementing and/or monitoring the mitigation; and when in the process it should be accomplished.

The Program EIR (PEIR) prepared for the project focuses on issues determined to be potentially significant by the City. The issues addressed in the PEIR include aesthetics, air quality, biological resources, cultural and tribal cultural resources, geology and soils, greenhouse gas (GHG) emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services and recreation, transportation, utilities and service systems, and wildfire.

Public Resources Code Section 21081.6 requires monitoring of only those impacts identified as significant or potentially significant. After analysis, potentially significant impacts were identified for air quality, biological resources, cultural and tribal cultural resources, geology and soils, GHG emissions, noise, and transportation.

Implementation of the mitigation measures identified in this PEIR would reduce potentially significant impacts, but not to below a level of significance for all the environmental issue areas. Mitigation measures have been identified for significant impacts related to air quality (air quality plans; criteria pollutants; sensitive receptors), biological resources (special status species, sensitive riparian habitats, jurisdictional wetlands and waters), cultural and tribal cultural resources (historic resources; archaeological resources; tribal cultural resources), geology and soils (paleontological resources), GHG emissions (GHG emissions; policy consistency), and noise (ambient noise [traffic noise/land use compatibility/stationary noise/construction noise]; groundborne noise and vibration). No feasible mitigation was identified for impacts to transportation (circulation system: roadway system vehicle miles traveled). Impacts related to air quality (air quality plans; criteria pollutants; sensitive receptors), cultural and tribal resources (historic resources), greenhouse gas (emissions; policy consistency), noise (ambient noise: traffic noise/land use compatibility; groundborne noise and vibration: construction), and transportation (circulation system: roadway system; vehicle miles traveled) would remain significant and unavoidable at the program level.

The MMRP for the project is under the jurisdiction of the City. As specified in Table 1, the MMRP summarizes the potentially significant impacts and lists the associated mitigation measures and the monitoring efforts necessary to ensure that the measures are properly implemented.

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Air Quality			
Issue 1: Conflict with Air Quality Plan: Construction Emissions	**AQ-1: Construction Air Quality** Applications for future development and redevelopment, wherein the City's Director of the Development Services Department or their designee has determined a potential for air quality impacts associated with construction, shall prepare and submit a technical assessment evaluating potential project construction-related air quality impacts to the City for review and approval. The City's Director of the Development Services Department or their designee shall make this determination based on the size of the project, whether the project would require a transportation impact analysis, or other criteria. The evaluation shall be prepared in conformance with SCAQMD methodology for assessing air quality impacts. The City shall require that applicants for new development projects with the potential to exceed the SCAQMD's adopted thresholds of significance to incorporate the measures listed below to reduce air pollutant emissions during construction activities. These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to the City and shall be verified by the City. Mitigation measures to reduce construction-related emissions could include, but are not limited to: • During all construction activities, construction contractors shall use low emission mobile construction equipment where feasible to reduce the release of undesirable emissions. • During all construction activities, construction contractors shall encourage rideshare and transit programs for project construction personnel to reduce automobile emissions. • During all grading and site disturbance activities, construction contractors shall water active grading sites at least twice a day, and clean construction equipment in the morning and/or evening to reduce particulate emissions and fugitive dust. • During all construction activities, construction contractors shall, as necessary, wash truck tires leaving the site to reduce the amount of particulate matter transferred to paved streets as required by SCAQMD Rule 403. • During all construction activities, construction contractors shall sweep on- and off-site streets if silt is carried over to adjacent public thoroughfares, as determined by the City Engineer to reduce the amount of particulate matter on public streets.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	• During all construction activities, construction contractors shall limit traffic speeds on all unpaved road surfaces to 15 mph or less to reduce fugitive dust. • During grading and all site disturbance activities, at the discretion of the City's Director of the Development Services Department, construction contractors shall suspend grading operations during first and second stage smog alerts to reduce fugitive dust. • During grading and all site disturbance activities, at the discretion of the City's Director of the Development Services Department, construction contractors shall suspend all grading operations when wind speeds (including instantaneous gusts) exceed 25 mph to reduce fugitive dust. • During all construction activities, the construction contractors shall maintain construction equipment engines by keeping them tuned. • During all construction activities, the construction contractors shall use low sulfur fuel for stationary construction equipment as required by SCAQMD Rules 431.1 and 431.2 to reduce the release of undesirable emissions. • During all construction activities, the construction contractors shall use existing on-site electrical power sources to the maximum extent practicable. Where such power is not available, the Contractor shall use clean fuel generators during the early stages of construction to minimize or eliminate the use of portable generators and reduce the release of undesirable emissions. • During all construction activities, the construction contractors shall use low emission, on site stationary equipment (e.g., clean fuels) to the maximum extent practicable to reduce emissions, as determined by the City Engineer. • During all construction activities, the construction contractors, in conjunction with the City Engineer, shall locate construction parking to minimize traffic interference on local roads. • During all construction activities, the construction contractors shall ensure that all trucks hauling dirt, sand, soil or other loose materials are covered or should maintain at least two feet of freeboard (i.e., minimum vertical distance between top of the load and the top of the trailer) in accordance with the requirements of the California Vehicle Code Section 23114 to reduce spilling of material on area roads. • During architectural coating activities, use Super-Compliant VOC paints for coating of architectural surfaces whenever possible. A list of		

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	Super-Compliant architectural coating manufactures can be found on the SCAQMD's website.		
Issue 1: Conflict with Air Quality Plan: Operational Emissions	**AQ-2: Operational Air Quality** Applications for future development and redevelopment, wherein the City's Director of the Development Services Department or their designee has determined a potential for air quality impacts associated with operation, shall prepare and submit a technical assessment evaluating potential project operational-related air quality impacts to the City for review and approval. For individual projects that may exceed the daily operational emissions thresholds established by the SCAQMD, the owner/permitee shall conduct an analysis of the project's operational air quality impacts using the latest available CalEEMod mode, or other analytical method determined in conjunction with the City. The City's Director of the Development Services Department or their designee shall make this determination based on the size of the project, whether the project would require a transportation impact analysis, or other criteria. The evaluation shall be prepared in conformance with SCAQMD methodology for assessing air quality impacts. If such analyses identify potentially significant regional or local air quality impacts, project-level mitigation and/or project design features would be required to reduce operational impacts to less than significant. Mitigation to reduce operational impacts depends on the specific project, but may include measures such as, but not limited to: • Demonstrate net zero energy expenditure. • Implementation of transportation demand management measures. • Prohibit the installation of woodstoves, hearths, and fireplaces in new construction facilitated by the General Plan Update. • Expand and facilitate completion of planned networks of active transportation infrastructure. • Implement electric vehicle charging infrastructure beyond requirements set forth in the 2022 CALGreen mandatory measures, such as Tier 2 voluntary measures set forth in 2022 CALGreen (or future more stringent) standards. • Implement traffic demand measures, such as unbundling parking fees from rent/lease options, encouraging/developing a ride-share program for the community, and provide car/bike sharing services, that will reduce daily individual car usage and reduce project VMT.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Issue 2: Cumulative Net Increases in Criteria Pollutants: Construction Emissions	See mitigation measure AQ-1 above.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant
Issue 2: Cumulative Net Increases in Criteria Pollutants: Operational Emissions	See mitigation measure AQ-2 above.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant
Issue 3: Expose Sensitive Receptors to Substantial Pollutant Concentrations	AQ-3: Health Risk Assessment For site-specific projects that may site new sensitive land uses within 500 feet of SR-71 or SR-60, the applicant shall prepare a HRA evaluating the potential for sensitive receptors to be exposed to TACs, which shall be required for such individual projects. The HRA shall be prepared in accordance with the policies and procedures of the state OEHHA and the SCAQMD. If the HRA shows that the incremental cancer risk and/or noncancer hazard index exceed the respective thresholds, as established by the SQAQMD at the time a project is considered (i.e., 10 in one million cancer risk and 1 hazard index), the project applicant will be required to identify and demonstrate that best available control technologies to reduce substantial exposure of sensitive receptors to TACs. Examples may include, but are not limited to, air intakes located away from high-volume roadways and/or truck loading zones unless it can be demonstrated that these are operational limitations and/or heating, ventilation, and air conditioning systems provided with appropriately sized MERV filters. Mitigation measures identified in the HRA shall be incorporated into the site development plan as a component of the proposed project. Air intake and MERV filter requirements shall be noted on all building plans submitted to the City Development Services Department.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Biological Resources			
Issue 1: Special Status Species	**BIO-1: Biological Assessment and Mitigation** Applications for future development of vacant properties (and portions thereof), wherein the City's Director of Development Services or their designee has determined a potential for impacts to sensitive biological resources, shall be required to prepare a site-specific general biological resources survey to identify the presence of any sensitive biological resources, including any sensitive plant or wildlife species. The report shall identify the need for focused presence/absence surveys and identify the presence of state or federal regulated wetlands or waters. If potentially significant impacts to sensitive biological resources, including sensitive species and/or wetlands are identified, the report shall also recommend appropriate mitigation to reduce the impacts to below a level of significance.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Biologist, Applicant
Issue 1: Special Status Species	**BIO-2: Nesting Birds** Applications for future development, wherein the City's Director of Development Services or their designee has determined a potential for impacts to mature trees and/or native vegetation suitable for nesting birds, shall be required to restrict removal of sensitive habitat and vegetation to outside the breeding seasons of any sensitive species identified within adjacent properties (typical bird breeding season is January 15 to September 15, as early as January 1 for some raptors). If vegetation clearing must begin during the breeding season, a qualified biologist shall provide recommendations to avoid impacts to nesting birds which typically includes a pre-construction survey within three days of the start of construction to determine the presence of active nests. If active nests are found, avoidance measures shall be implemented to ensure protection of the nesting birds. Avoidance measures may include a no-activity buffer zone, typically 300 feet from the area of disturbance or 500 feet for raptors, established at the discretion of the qualified biologist in consultation with the City, If activity buffer zones are not feasible, temporary noise barriers may be installed to attenuate construction noise. Noise wall height and adequacy shall be supported by a noise analysis to determine the anticipated construction noise levels with attenuation measures as recommended by the biologist and approved by the City. Periodic noise monitoring shall be conducted during construction to ensure noise attenuation standards are met. Accepted noise levels are species dependent and existing ambient noise levels can play a factor in establishing baseline acceptable noise.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Biologist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Issue 2: Sensitive Vegetation Communities	See mitigation measure BIO-1 above.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Biologist, Applicant
Issue 3: Wetlands	See mitigation measure BIO-1 above.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Biologist, Applicant
Cultural Resources			
Issue 1: Historic Resources	**CUL-1: Historic Evaluation** Prior to approval of a future site-specific project that would directly or indirectly affect a building/structure in excess of 50 years of age, the City or a qualified architectural historian shall determine whether the affected building/structure is historically significant. The evaluation shall be based on criteria such as age, location, context, association with an important person or event, uniqueness, or structural integrity, as indicated in the CEQA guidelines. If the evaluation determines that building/structure is not historic, no further evaluation or mitigation would be required. If the building/structure is determined to be historically significant, the preferred mitigation would be to avoid the resource through project redesign. If the resource cannot be avoided, all prudent and feasible measures to minimize or mitigate harm to the resource shall be taken per recommendations of the qualified architectural historian.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Architectural Historian, Applicant
Issue 2: Archaeological Resources	**CUL-2: Cultural Resources Assessment** Prior to project approval or the issuance of grading permits (whichever is applicable and comes first), the City shall require applicants for future proposed ground disturbing projects to determine the presence or absence of archaeological resources and appropriate mitigation measures. The following steps to achieve these goals: 1) A qualified archaeologist meeting the Secretary of the Interior Standards shall conduct a cultural resources assessment consisting of a record search from the SCCIC, a sacred lands search from the NAHC, a pedestrian survey, background context and project specific recommendations 2) If the cultural resources assessment identifies archaeological resources that have not been evaluated for significance per CEQA thresholds (see Section 4.4.3 above), then an evaluation program shall be completed. An	Prior to project approvals or issuance of grading permits	Director of the Development Services Department or their designee, Qualified Archaeologist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	evaluation program generally will include excavation to determine depth, extent, integrity, and content of the subsurface cultural material, 3) If an archaeological resource is determined significant and avoidance through project redesign is not feasible, a data recovery and construction monitoring program shall be implemented to reduce impacts to an archaeological resource to below a significant level, and 4) After construction, a final data recovery and monitoring report shall be completed documenting the result of the data recovery, research design, and monitoring efforts. Confidential attachments must be submitted under separate covers. Artifacts collected during the evaluation, data recovery, and monitoring efforts must be curated at an appropriate facility consistent with the state and federal curation standards (36 CFR 79 of the Federal Register) and that allows access to the artifact collections.		
Issue 4: Tribal Cultural Resources	See mitigation measure CUL-2 above.	Prior to project approvals or issuance of grading permits	Director of the Development Services Department or their designee, Qualified Archaeologist, Applicant
Geology and Soils			
Issue 6: Paleontological Resources and Unique Geology	**GEO-1: Paleontological Resources Evaluation** Applications for future development, wherein the Community Development Director or his or her designee has determined a potential for impacts to paleontological resources, shall review the underlying geology and paleontological sensitivity of the site. If it is determined that the potential exists that sensitive paleontological resources are present, the applicant shall provide a paleontological resources technical report consisting of a record search, survey, background context and project specific recommendations performed by a qualified paleontologist. If it is determined there is potential for paleontological resources to be present, a qualified paleontological monitor shall be present during grading in locations where the paleontological resources technical report determined that such monitoring is necessary due to the potential for paleontological resources to reside within the underlying geologic formations. The paleontological resources technical report shall also provide specific duties of the monitor, and detailed measures to address fossil remains, if found.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Paleontologist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Greenhouses Gas Emissions			
Issue 1: GHG Emissions	**GHG-1: Greenhouse Gas** All future site-specific projects shall be required to demonstrate consistency with the City's CAP. As stated in Appendix A of the CAP, analysis of site-specific projects can either be done through emissions calculations or by using the Screening Tables. Site-specific projects that obtain at least 100 points would be consistent with the reduction quantities anticipated in the CAP. Those site-specific projects that do not obtain 100 points using the Screening Tables would need to provide additional analysis to determine the significance of GHG emissions. Per Section 15.45.070 of the City's Municipal Code, GHG Performance Standards for New Development, all new development not utilizing the Screening Tables shall contribute to the reduction of GHG emissions by demonstrating consistency with the CAP by implementing one or a combination of the following three options: 1. Exceed the mandatory California Energy Code Title 24, Part 6 standards, in effect at the time of application submittal by five percent; or 2. Achieve an equivalent reduction through voluntary measures in the California Green Building Standards Code, Title 24, Part 11 (CALGreen) in effect at the time of development application submittal for discretionary review; or 3. Provide other equivalent GHG reductions through measures including, but not limited to, non-vehicle transportation infrastructure, transit, ZEV (zero emission vehicle) infrastructure or other incentives, waste diversion, water conservation, tree planting, renewable energy option packages, or any combination of these or other measures such that GHG emissions are reduced by 0.074 MT CO_2E per residential dwelling unit per year and/or per thousand square feet of commercial/industrial use per year. Applicants that choose Option 1 described above would be required to verify that their site-specific project meets the five percent improvement above the mandatory standards through the appropriate certificate of compliance form for residential construction (CF-1R) or for commercial/industrial construction (PERF-1C). Applicants that choose Options 2 or 3 described above would be required to utilize the GHG Performance Standard Checklist developed by the City, or provide other valid documentation, such as CalEEMod or other methodologies, as verified by the director of development services to demonstrate the required GHG reductions consistent with the City's CAP.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Issue 2: Policies, Plans, and Regulations Intended to Reduce GHG Emissions	Refer to mitigation measure GHG-1 above.	Prior to project approvals	Director of the Development Services Department or their designee, Qualified Air Quality Technical Specialist, Applicant
Noise			
Issue 1: Increase in Ambient Noise: Traffic Noise	**NOI-1: Exterior Noise Analysis** Prior to the issuance of building permits, site-specific exterior noise analyses that demonstrate that the site-specific project would not place residential receptors in locations where the exterior existing or future noise levels would exceed the City's noise compatibility standards (Table HSN-1) shall be required as part of the review of future residential development proposals. Noise reduction measures, including but not limited to building noise barriers, increased building setbacks, speed reductions on surrounding roadways, alternative pavement surfaces, or other relevant noise attenuation measures, may be used to achieve the noise compatibility standards. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific exterior noise analyses.	Prior to project approvals and prior to the issuance of building permits	Director of the Development Services Department or their designee, Qualified Noise Specialist/Acoustical Engineer, Applicant
Issue 1: Increase in Ambient Noise: Land Use Compatibility	**NOI-2: Interior Noise Analysis** Prior to the issuance of building permits, site specific interior noise analyses demonstrating compliance with the City's interior noise compatibility standards and other applicable regulations shall be prepared for noise sensitive land uses located in areas where the exterior noise levels exceed the City's noise compatibility standards. Noise control measures, including but not limited to increasing roof, wall, window, and door sound attenuation ratings, placing heating, ventilation, and air conditioning equipment in noise reducing enclosures, or designing buildings so that no windows face freeways or major roadways may be used to achieve the noise compatibility standards. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific exterior noise analyses.	Prior to project approvals and prior to the issuance of building permits	Director of the Development Services Department or their designee, Qualified Noise Specialist/Acoustical Engineer, Applicant
Issue 1: Noise Standards: Increase in Ambient Noise: Stationary Noise	**NOI-3: Stationary Noise** Prior to the issuance of a building permit, a site-specific acoustical/noise analysis of any on-site generated noise sources, including generators, mechanical equipment, and trucks, shall be prepared which identifies all noise-generating equipment, predicts noise levels at property lines from all identified equipment, and recommends mitigation to be implemented (e.g., enclosures, barriers, site orientation), to ensure compliance with the City's noise standards. Noise reduction	Prior to project approvals and prior to the issuance of building permits	Director of the Development Services Department or their designee, Qualified Noise Specialist/Acoustical Engineer, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	measures shall include building noise-attenuating walls, limiting the hours of operation, or other attenuation measures. Additionally, future site-specific projects shall be required to buffer sensitive receptors from noise sources through the use of open space and other separation techniques as recommended after thorough analysis by a qualified acoustical engineer. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific noise analyses.		
Issue 1: Noise Standards: Increase in Ambient Noise: Construction Noise	**NOI-4: Construction Noise** Construction contractors shall implement the following measures for construction activities conducted in the Planning Area. These measures shall be identified on demolition, grading, and construction plans submitted to the City: • The City's Development Services Department shall verify that grading, demolition, and/or construction plans submitted to the City include these notations prior to issuance of demolition, grading, and/or building permits. • Construction activity is limited to the hours: Between 7:00 a.m. and 8:00 p.m. Monday through Saturday as prescribed in Municipal Code Section 15.44.030. No construction activities shall be permitted outside of these hours or on Sundays and federal holidays. • During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible. • Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools. • Stationary equipment, such as generators and air compressors shall be located as far as feasible from nearby noise sensitive land uses. • Stockpiling shall be located as far as feasible from nearby noise sensitive land uses. • Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Development Services Department. • At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours, as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the	Prior to project approvals, at least 10 days prior to the start of construction activities, during construction	Director of the Development Services Department or their designee, Construction Contractors, Applicant

Table 1 Mitigation Monitoring and Reporting Program			
Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City. • Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes. • During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart backup alarms, which automatically adjust the alarm level based on the background noise level or switch off backup alarms and replace with human spotters in compliance with all safety requirements and laws. • Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the noise level limits established in the Municipal Code.		
Issue 2: Groundborne Noise and Vibration: Construction	NOI-5: Construction Vibration Prior to issuance of a building permit for a project requiring pile driving during construction within 135 feet of fragile structures, such as historical resources, 100 feet of non-engineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed FTA architectural damage thresholds (e.g., 0.12 in/sec PPV for fragile or historical resources, 0.2 in/sec PPV for non-engineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers shall be used. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.	Prior to project approvals and prior to issuance of a building permit	Director of the Development Services Department or their designee, Qualified Noise Specialist/Acoustical Engineer, Applicant

RESOLUTION NO. 2025-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING THE 2045 GENERAL PLAN, REPEALING THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, THE MAJESTIC SPECTRUM SPECIFIC PLAN, THE CENTRAL AVENUE SPECIFIC PLAN, AND REPEAL THE 2025 GENERAL PLAN (EXCLUDING THE 2021-2029 HOUSING ELEMENT) PL23-0128 (GENERAL PLAN AMENDMENT)

WHEREAS, State law requires California cities to prepare and adopt a General Plan to guide future development of the City, including at least eight elements that address land use, circulation, housing, open space, conservation, safety, noise, and environmental justice; and

WHEREAS State law requires cities to keep general plans current through regular updates; and

WHEREAS, the City of Chino (the “City”) last adopted a comprehensive update to its General Plan in 2010; and

WHEREAS, the City initiated this comprehensive update to the General Plan in 2022; and

WHEREAS, the City in compliance with the California Environmental Quality Act (CEQA), has prepared a Final Environmental Impact Report (SCH No. 2024090833) for the 2045 General Plan Update, which serves as the foundation document for environmental review; and

WHEREAS, pursuant to Chino Municipal Code (CMC) section 2.36 (Planning Commission), the Planning Commission is empowered to review and recommend adoption of a general plan in accordance with California Government Code sections 65300 through 65404, and to review and recommend to the city council applications for general plan amendments, specific plan amendments, zone changes, and zone ordinance amendments; and

WHEREAS Chino Municipal Code section 20.23.040 (General Plan Amendments) prescribes procedures for amending, supplementing or changing the general plan of the City of Chino, whenever the public necessity, convenience, general welfare or good planning practice so requires; and

WHEREAS the procedures established in Chino Municipal Code section 20.23.040 require that the planning commission make a written recommendation on a proposed general plan amendment based on upon the findings contained in section 20.23.040(G); and

WHEREAS the 2045 General Plan would replace the Central Avenue Specific Plan (adopted by the Chino City Council on October 6, 1982), the Eucalyptus Business Park Specific Plan (adopted by the Chino City Council on December 18, 1990, and subsequently amended) and the Majestic Spectrum Specific Plan (adopted by the Chino City Council on July 1, 1986, and subsequently amended); and

WHEREAS, as provided in Government Code Sections 65352 – 65352.5, the City referred the 2045 General Plan to all California Native American tribes on the contact list provided by the Native American Heritage Commission and to other entities and WHEREAS representatives contacted declined to consult; and

WHEREAS, the City adopted the 2025 Local Hazard Mitigation Plan is anticipated to be adopted by the end of 2025; and

WHEREAS the Local Hazard Mitigation Plan, that is anticipated to be adopted by the end of 2025, is hereby adopted into the Safety Element of the General Plan to be eligible for part or all of the local-share costs on eligible Public Assistance funding to be provided by the state though the California Disaster Assistance Act (CDAA), as permitted under Assembly Bill (AB) 2140; and

WHEREAS, the California Board of Forestry and Fire Prevention has reviewed the draft Safety Element and provided feedback at a public hearing on July 22, 2025, and by letter of July 29, 2025; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the General Plan is consistent with the adopted 2021-2029 Housing Element; and

WHEREAS, the City Council has completed its study of the proposed General Plan and related materials; and

WHEREAS, on August 20, 2025, the Planning Commission, including the two Ex-Officio Members from the Sphere of Influence, held a duly noticed public hearing to consider PL23-0128 (General Plan Amendment) in compliance with law, entertained the written and oral staff report, and took public testimony on the project and by a vote of 9-0, recommended to the City Council Approval of General Plan Amendment PL23-0128; and

WHEREAS, on September 2, 2025, the City Council of the City of Chino conducted a duly noticed public hearing to consider PL23-0128 (General Plan Amendment) in compliance with law, at which time, it considered the recommendation of the Planning Commission for approval of PL23-0128 (General Plan Amendment) and all interested parties were given the opportunity to be heard; and

WHEREAS, all provisions of the California Government Code and Chino Municipal Code related to the 2045 General Plan have been complied with, including public hearings.

NOW, THEREFORE, 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 City Council makes the following findings and takes the following actions on PL23-0128 (General Plan Amendment), and repeals the Eucalyptus Business Park Specific Plan, The Majestic Spectrum Specific Plan, the Central Avenue Specific Plan and Repeals the 2025 General Plan (Excluding the 2021-2029 Housing Element):

1. PL23-0128 (General Plan Amendment)

   a. The proposed General Plan is internally consistent as required by State law, in that the 2045 General Plan, elements of the General Plan and all other parts thereof

comprise an integrated, internally consistent and compatible statement of policies for the City of Chino; and

b. The proposed General Plan will not be detrimental to the public interest, health, safety, convenience or welfare of the City. The 2045 General Plan includes goals, policies and implementing actions which enhance the public interest, health, safety, convenience and welfare of the City by updating land uses to respond to market conditions and opportunities; incorporating growth management strategies; ensuring consistency with other planning documents and initiatives; increasing community resilience to natural and humanmade hazards; fostering active, healthy lifestyles and improved health outcomes; addressing roadway safety and efficient circulation; reducing per capita vehicle miles traveled; promoting community-first economic development; and providing for high quality community services; and

c. The proposed General Plan will maintain the appropriate balance of land uses within the City. The 2045 General Plan will maintain a balance of land uses within the City appropriately consistent with Chino's voter-approved residential growth control measure while also accommodating projected population and employment growth and providing revenue to support adequate community services; and

d. The proposed General Plan land use designations apply to sites that are physically suitable, including, but not limited to parcel size, shape, access, availability of utilities and compatibility with adjoining land uses, for the requested land use modifications and anticipated development. The proposed changes to the 2045 General Plan Land Use Diagram focus on sites that can feasibly be developed with uses that respond to prevailing real estate market conditions and opportunities for the mutual benefit of the community and property owners and that related policies provide for land use compatibility with adjoining and surrounding uses.

2. CEQA Findings. An Environmental Impact Report (SCH No. 2024090833) (EIR) for the City of Chino 2045 General Plan Update Project has been prepared for the 2045 General Plan pursuant to Section 15168 of the California Environmental Quality Act (CEQA) Guidelines to address potential environmental effects associated with implementation of the City of Chino 2045 General Plan Update.

3. *Approval of PL23-0128 (General Plan Amendment).* The City Council has considered the recommendation of the Planning Commission and hereby approves PL23-0128 (General Plan Amendment), updating the General Plan as outlined on the General Plan Map Exhibit “A” and the City of Chino 2045 General Plan Exhibit “B” and repeals the Eucalyptus Business Park Specific Plan, The Majestic Spectrum Specific Plan, the Central Avenue Specific Plan and Repeals the 2025 General Plan (Excluding the 2021-2029 Housing Element). The City Council further authorizes the Development Services Director or his designee to make any non-substantive corrections or revisions to the City of Chino 2045 General Plan approved herein as deemed reasonably necessary consistent with and to uphold the approval granted herein by the City Council.

4. *Actions by the Clerk*. The City Clerk is hereby directed to attest as to the adoption of this Resolution as of the date set forth below.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF SEPTEMBER 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

Attachments:
Exhibit “A” – City of Chino 2045 General Plan Map
Exhibit “B” – City of Chino 2045 General Plan (Website Link)
https://www.cityofchino.org/591/Environmental-Documents

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 was duly adopted by the Chino City Council at a regular meeting held on the 2nd day of September 2025, by the following votes:

AYES: COUNCIL MEMBERS:

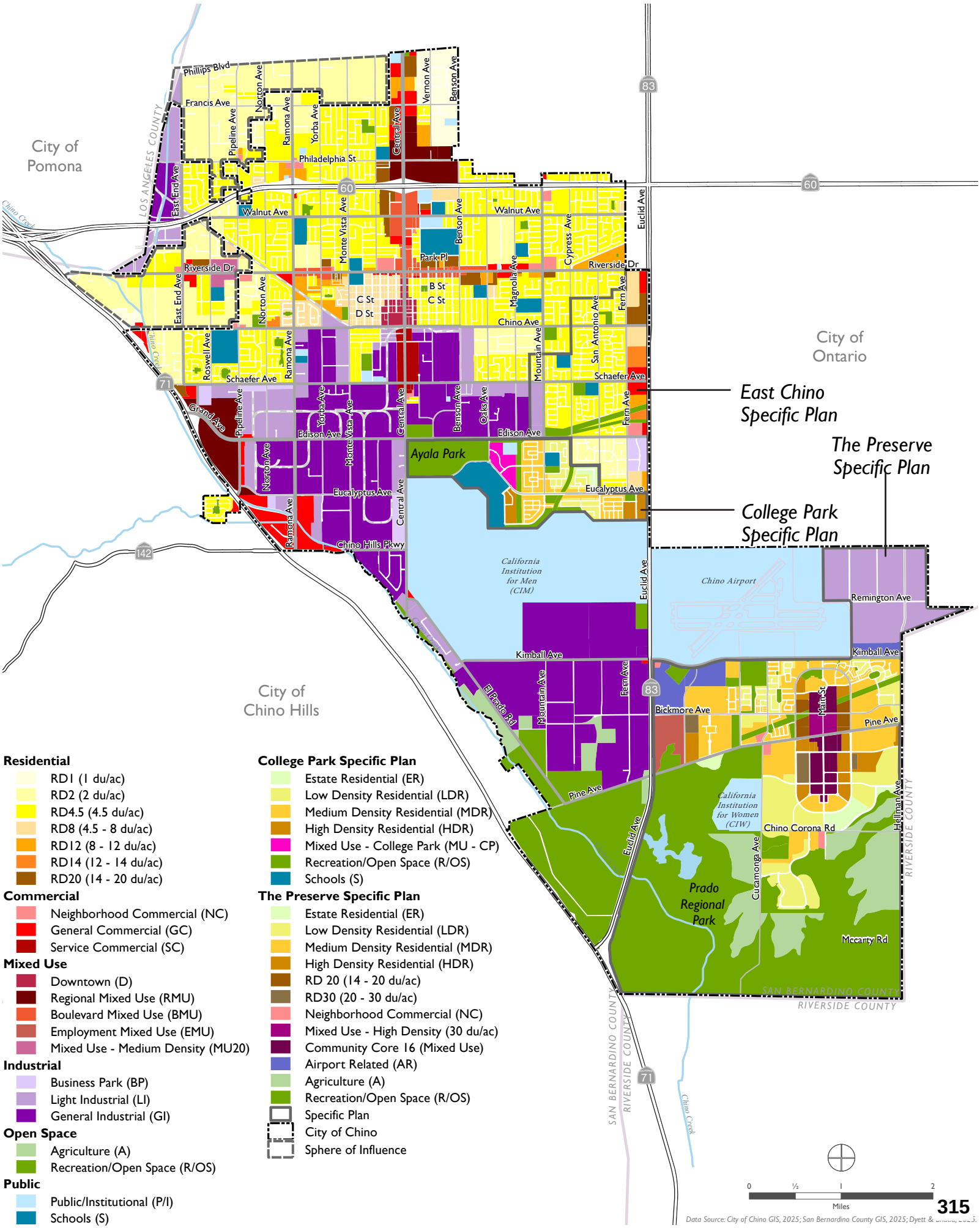
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A

Map LCC-4a General Plan Land Use



Residential
- RD1 (1 du/ac)
- RD2 (2 du/ac)
- RD4.5 (4.5 du/ac)
- RD8 (4.5 - 8 du/ac)
- RD12 (8 - 12 du/ac)
- RD14 (12 - 14 du/ac)
- RD20 (14 - 20 du/ac)

Commercial
- Neighborhood Commercial (NC)
- General Commercial (GC)
- Service Commercial (SC)

Mixed Use
- Downtown (D)
- Regional Mixed Use (RMU)
- Boulevard Mixed Use (BMU)
- Employment Mixed Use (EMU)
- Mixed Use - Medium Density (MU20)

Industrial
- Business Park (BP)
- Light Industrial (LI)
- General Industrial (GI)

Open Space
- Agriculture (A)
- Recreation/Open Space (R/OS)

Public
- Public/Institutional (P/I)
- Schools (S)

College Park Specific Plan
- Estate Residential (ER)
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Mixed Use - College Park (MU - CP)
- Recreation/Open Space (R/OS)
- Schools (S)

The Preserve Specific Plan
- Estate Residential (ER)
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- RD 20 (14 - 20 du/ac)
- RD30 (20 - 30 du/ac)
- Neighborhood Commercial (NC)
- Mixed Use - High Density (30 du/ac)
- Community Core 16 (Mixed Use)
- Airport Related (AR)
- Agriculture (A)
- Recreation/Open Space (R/OS)
- Specific Plan
- City of Chino
- Sphere of Influence

Data Source: City of Chino GIS, 2025; San Bernardino County GIS, 2025; Dyett &

ORDINANCE NO. 2025-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING ZONE CHANGE (PL23-0129) AMENDING ORDINANCE NO. 2010-06, WHICH ESTABLISHED THE ZONING MAP, BY CHANGING THE DESIGNATION OF THE PROPERTIES IDENTIFIED HEREIN

WHEREAS, this proposed ordinance will not have a significant adverse impact on the environment, as an Environmental Impact Report (SCH No. 2024090833) has been prepared for the City of Chino 2045 General Plan Update Project (Project) and approved concurrently with the first reading of this Ordinance (Ordinance 2025-006).

NOW, THEREFORE, the City Council of the City of Chino does hereby ordain as follows:

Section 1. Ordinance No. 2010-06 is hereby amended to affect a Zone Change on the parcels within the City of Chino identified on the map and parcels identified in Exhibit A (attached). The City Council further authorizes the Development Services Director or his designee to make any non-substantive corrections to the Ordinance attached to Exhibit A as deemed reasonably necessary consistent with the approval granted herein by the City Council.

Section 2. CEQA Findings. The City of Chino 2045 General Plan Update Environmental Impact Report (SCH No. 2024090833) (EIR) has been prepared for the Project. Pursuant to Section 15162 of the CEQA Guidelines, the City Council has determined that this Project is within the scope of the EIR, and there are no changes to the Project from what was described and analyzed in the EIR. The proposed zone changes are consistent with the Project described in the EIR, and all mitigation measures from the EIR are incorporated as conditions of approval for the Project.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Chino declare that they would have enacted this Ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of any determination of invalidity.

Section 4. Effective Date. This ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in a newspaper of general circulation, printed and published within the City in accordance with the provisions of the Government Code.

APPROVED AND ADOPTED THIS 16TH DAY OF SEPTEMBER 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

Exhibit A – Map and List of Sites Receiving Zoning Amendments

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Ordinance was duly adopted by the Chino City Council at a regular meeting held on the 16th day of September 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A

Proposed Zoning Map Amendments

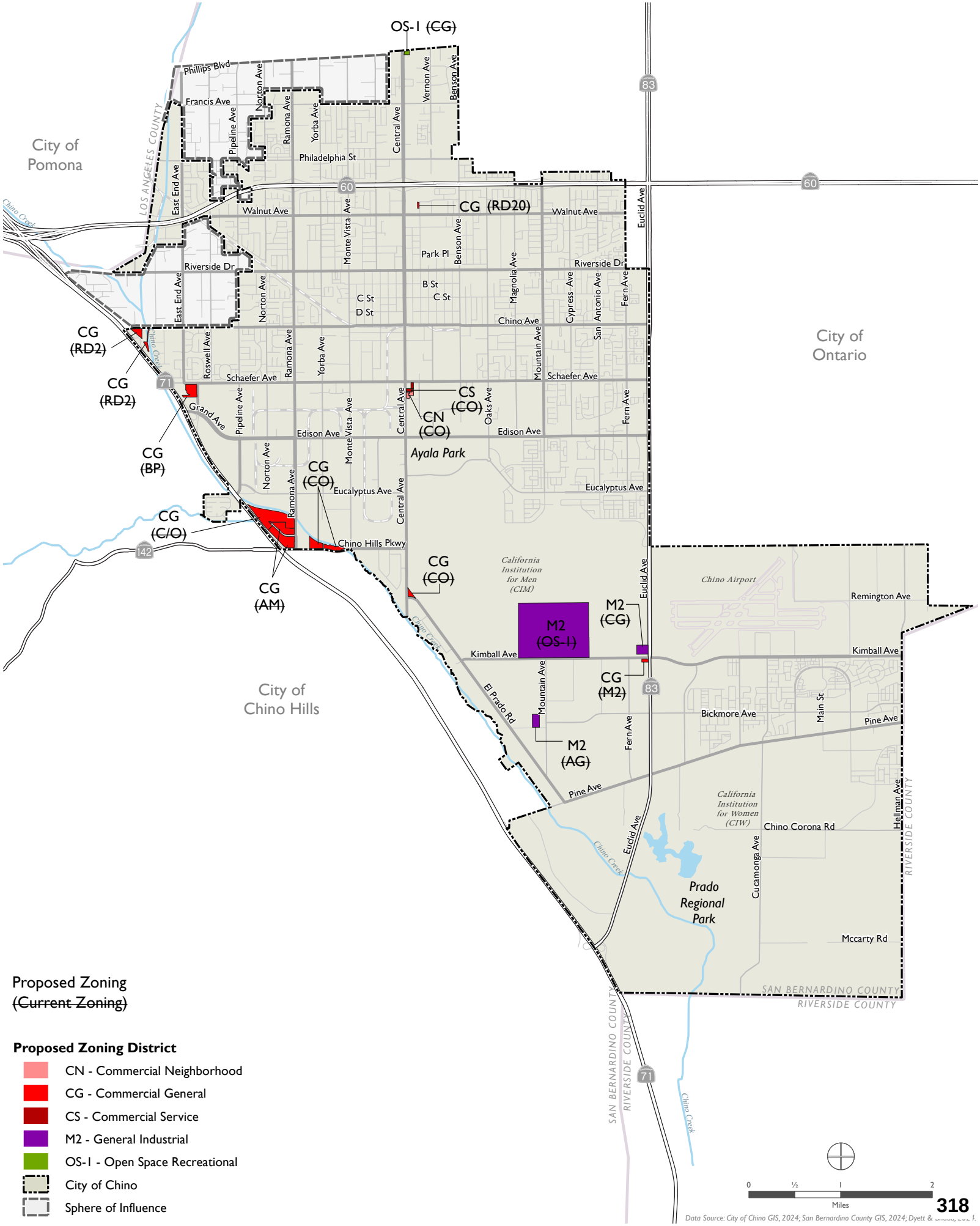


Exhibit A.2 - List of Parcels to be Rezoned			
APN	**ADDRESS**	**CURRENT ZONING**	**PROPOSED ZONING**
1014-052-03-0000	5325 PHILLIPS BLVD	CG	OS-1
1015-281-24-0000	10TH ST	RD20	CG
1019-331-01-0000	3321 CHINO AVE	RD2	CG
1019-331-02-0000	3417 CHINO AVE	CG	CG
1019-331-07-0000	3415 CHINO AVE	RD2	CG
1021-031-17-0000	5345 SCHAEFER AVE	CS	CS
1021-031-22-0000	CENTRAL AVE	CO	CS
1021-031-25-0000	13759 CENTRAL AVE	CO	CN
1021-031-26-0000	13779 CENTRAL AVE	CO	CN
1022-051-07-0000	ROSWELL AVE	BP	CG
1022-051-10-0000	13700 ROSWELL AVE	BP	CG
1022-051-11-0000	13788 ROSWELL AVE	BP	CG
1022-051-13-0000	13768 ROSWELL AVE 1 #105	BP	CG
1022-051-14-0000	13768 ROSWELL AVE 2 #103	BP	CG
1022-051-15-0000	13768 ROSWELL AVE 3 #102	BP	CG
1022-051-16-0000	13768 ROSWELL AVE 4 #101	BP	CG
1022-051-17-0000	13768 ROSWELL AVE 5 #100	BP	CG
1022-051-18-0000	13768 ROSWELL AVE 6 #111	BP	CG
1022-051-19-0000	13768 ROSWELL AVE 7 #112	BP	CG
1022-051-20-0000	13768 ROSWELL AVE 8 #115	BP	CG
1022-051-21-0000	13768 ROSWELL AVE 9 #116	BP	CG
1022-051-22-0000	13768 ROSWELL AVE 117	BP	CG
1022-051-23-0000	13768 ROSWELL AVE 118	BP	CG
1022-051-24-0000	13768 ROSWELL AVE 119	BP	CG
1022-051-25-0000	13768 ROSWELL AVE 120	BP	CG
1022-051-26-0000	13768 ROSWELL AVE 121	BP	CG
1022-051-27-0000	13768 ROSWELL AVE 122	BP	CG
1022-051-28-0000	13768 ROSWELL AVE 110	BP	CG
1022-051-29-0000	13768 ROSWELL AVE 109	BP	CG
1022-051-30-0000	13768 ROSWELL AVE 108	BP	CG
1022-051-31-0000	13768 ROSWELL AVE 107	BP	CG
1022-051-32-0000	13768 ROSWELL AVE 106	BP	CG
1022-051-33-0000	13768 ROSWELL AVE 205	BP	CG
1022-051-34-0000	13768 ROSWELL AVE 203	BP	CG
1022-051-35-0000	13768 ROSWELL AVE 202	BP	CG
1022-051-36-0000	13768 ROSWELL AVE 201	BP	CG
1022-051-37-0000	13768 ROSWELL AVE 200	BP	CG
1022-051-38-0000	13768 ROSWELL AVE 211	BP	CG
1022-051-39-0000	13768 ROSWELL AVE 212	BP	CG
1022-051-40-0000	13768 ROSWELL AVE 215	BP	CG
1022-051-41-0000	13768 ROSWELL AVE 216	BP	CG
1022-051-42-0000	13768 ROSWELL AVE 217	BP	CG
1022-051-43-0000	13768 ROSWELL AVE 218	BP	CG
1022-051-44-0000	13768 ROSWELL AVE 219	BP	CG
1022-051-45-0000	13768 ROSWELL AVE 220	BP	CG

Exhibit A.2 - List of Parcels to be Rezoned			
APN	**ADDRESS**	**CURRENT ZONING**	**PROPOSED ZONING**
1022-051-46-0000	13768 ROSWELL AVE 221	BP	CG
1022-051-47-0000	13768 ROSWELL AVE 222	BP	CG
1022-051-48-0000	13768 ROSWELL AVE 210	BP	CG
1022-051-49-0000	13768 ROSWELL AVE 209	BP	CG
1022-051-50-0000	13768 ROSWELL AVE 208	BP	CG
1022-051-51-0000	13768 ROSWELL AVE 207	BP	CG
1022-051-52-0000	13768 ROSWELL AVE 206	BP	CG
1022-051-53-0000	13768 ROSWELL AVE	BP	CG
1025-092-02-0000	14670 RAMONA AVE	C/O	CG
1025-121-08-0000	RAMONA AVE	C/O	CG
1025-151-07-0000	CHINO HILLS PKWY	C/O	CG
1025-151-08-0000	CHINO HILLS PKWY	C/O	CG
1025-191-06-0000	CHINO HILLS PKWY	C/O	CG
1025-211-12-0000	CORPORATE CENTER AVE	C/O	CG
1025-211-16-0000	CORPORATE CENTER AVE	AM	CG
1025-211-18-0000	RAMONA AVE	C/O	CG
1025-211-19-0000	RAMONA AVE	C/O	CG
1025-211-22-0000	RAMONA AVE	C/O	CG
1025-211-23-0000	14726 RAMONA AVE	C/O	CG
1025-211-24-0000	14740 RAMONA AVE	AM	CG
1025-211-26-0000	4325 CORPORATE CENTER AVE	C/O	CG
1025-211-28-0000	14740 RAMONA AVE	AM	CG
1025-211-29-0000	CORPORATE CENTER AVE	AM	CG
1025-211-30-0000	4480 CHINO HILLS PKWY	AM	CG
1025-482-01-0000	CHINO HILLS PKWY	C/O	CG
1025-491-01-0000	CHINO HILLS PKWY	C/O	CG
1026-101-05-0000	15180 EUCLID AVE	CG	M2
1026-101-06-0000	15180 EUCLID AVE	CG	M2
1026-101-07-0000	15180 EUCLID AVE	CG	M2
1026-101-09-0000	15616 EUCLID AVE	CG	M2
1026-101-10-0000	15180 EUCLID AVE	CG	M2
1026-101-12-0000	15180 EUCLID AVE	OS-1	M2
1028-202-21-0000	EL PRADO RD	CO	CG
1056-061-04-0000	7031 KIMBALL AVE	M2	CG
A portion of the following parcels is proposed for rezoning as shown on the attached map.			
1026-111-01-0000	KIMBALL AVE	OS-1	M2; OS-1
1027-211-05-0000	FLOWERS ST	AG	M2
1026-071-02-0000	EUCLID AVE	OS-1	OS-1; M2
1026-031-01-0000	15180 EUCLID AVE	OS-1	OS-1; M2

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **FRED GALANTE, CITY ATTORNEY**

SUBJECT

Option to Ground Lease Orange County Flood Control District Property.

RECOMMENDATION

That the City Council Approve the Option Agreement with Orange County Flood Control District and form Ground Lease for a 65-year lease of open space land for recreational and open space uses.

FISCAL IMPACT

The Option is provided to the City at the option price of $1. If the option is exercised, the ground lease is provided at no cost to the City. Any costs of improving the leased land would have to be separately analyzed depending on the City's desired uses thereon.

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
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The opportunity to ground lease the eight parcels shown below ("Properties") from Orange County Flood Control District (OCFCD) originated from a condition of approval imposed by the City on the Majestic Chino Heritage (Majestic) project encompassing a 97-acre industrial project located at the southeast corner of Mountain and Bickmore Avenues.

The parcels that account for the Majestic project site were acquired by OCFCD between 2001 and 2011 for flood capacity purposes because, under existing conditions, most of the project site is below the Prado Dam 566-foot flood inundation line, which limits development of habitable structures. Prior to acquisition, the Majestic project site was an operating dairy, which ceased operations between 2013 and 2014. Subsequently, OCFCD identified the property for development and released a request for proposals (RFP) in 2015 for a 65-year ground lease of the property. In 2016, Majestic was awarded the ground lease and submitted applications in 2018 for a General Plan Amendment (GPA), a Zone Change (ZC), two Site Approvals (SA), a Special Conditional Use Permit (SCUP), and a Vesting Tentative Parcel Map (VTPM) to develop the site with two industrial buildings totaling just over two million square feet. The City Council approved the project on June 1, 2021. Over the past few years, Majestic has been working with both the OCFCD and Army Corps to get all necessary permits from the agencies to start construction of the project.

As part of approval of the project, a special condition of approval was applied (Condition of Approval 2.13.1) to the Majestic project that outlined the ability of the City to lease OCFCD Properties from OCFCD for $1 instead of receiving an agriculture mitigation/open space replacement fee from Majestic. Over the last several months, the City and OCFCD have worked to develop an Option Agreement that allows the City to lease the Properties with the types of uses identified in the Ground Lease that would be the operative lease should the City exercise the option to lease the properties. The provisions of final draft agreements are discussed further below.

ISSUES/ANALYSIS

The Option Agreement provides the City the opportunity to exercise the right to lease the Properties at any time within 120 days from the time the parties approve the Option Agreement at the option price of $1. The City is authorized to enter the Properties to inspect them before exercising the option to perform any investigations needed to determine their suitability for the City's proposed use.

If the City exercises the option to some or all of the Properties, the parties would sign the Ground Lease. After months of negotiations between the parties, the Ground Lease is now approved by staff and legal counsel on both sides. The Ground Lease provides the following key terms:

1. Rent: The lease of the Properties would be for $1 per year. Any property expenses, utility or maintenance costs, other than those for flood control purposes not caused by the City, are to be paid by the City. Any revenue the City receives from activities on the Properties that are projected to exceed the City's cost of operating the Properties require OCFCD's prior review and consent and negotiation of a revenue share with OCFCD.

2. Term: The lease would be for an initial term of 65 years, with 3 additional 10-year extension options. The City would need to demonstrate that it has made

significant improvements or committed significant planning, development or operation of the leased area before OCFCD will agree to authorize any of the extension options.

3. Condition of property: The City agrees to take possession of the OCFCD Properties "as is" and OCFCD does not make representations as to the condition of the Properties, soil, or its suitability for the City's intended uses. The City, at its cost, must maintain the Premises in good condition during the lease and may not make improvements that could impact the flood control purposes of the Premises.

4. Permitted uses: The City may use the Properties for park and recreational uses that uphold the property's natural, scenic and open space attributes and do not interfere with flood control operations. Permitted uses may also include both passive and active recreational uses such as hiking, biking, picnicking and picnic areas, nature tours, educational programs, and non-motorized recreation as well as ancillary uses that are compatible with the foregoing uses, as approved by OCFCD. Any other uses require OCFCD's review of plans and re-assessment of rent to be paid by the City, which may include entertainment uses, motorized, golfing and sports activities, agricultural uses, City events, theme parks, obstacle courses. Additionally, the lease provides that if the City discontinues its use of the Premises for 1 year, OCFCD may terminate the lease.

5. Liability. The City is responsible for any damages to the Premises or injuries that occur during its use. Additionally, the City must maintain insurance coverage for the City's and OCFCD's benefit in case of any liability, damages or injuries that occur.

The City has no obligation to exercise the option to lease the Premises if, within the 120 day period the Option Agreement is in effect, the City determines in its own discretion that it does not wish to lease the Premises.

Attachments: Option Agreement
Ground Lease Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT ("**Option Agreement**") is made _____, 2025, ("**Effective Date**") by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter called "**District**") and CITY OF CHINO, a California municipal corporation duly organized under the Constitution and law of the State of California (hereinafter called "**Optionee**"). District and Optionee may sometimes hereinafter individually be referred to as "**Party**" or jointly as "**Parties**."

Recitals

A. Optionee desires to obtain an option to lease certain real property described as the "**Premises"** in Exhibit A to that certain ground lease, attached hereto as **Attachment I** and made a part hereof ("**Lease**"), for the purposes and uses provided in the Lease.

B. District is the fee owner of the Premises and is willing to enter into an option to lease said Premises for such purposes and uses as set forth herein and in the Lease as part of the conditions of approvals for the Majestic Chino Heritage project (Vesting Tentative Parcel Map No. 20071).

NOW, THEREFORE the Parties agree as follows:

1. DEFINITIONS (PM02.1 S)

a. "**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California, who serve as the governing body for the District.

b. "**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

c. "**City**" means the City of Chino, State of California, within which the Premises is located.

d. "**County**" means the County of Orange, a political subdivision of the State of California, and shall include its Board of Supervisors, its elected and appointed officials, officers, agents, employees, and contractors

e. "**District**" means the Orange County Flood Control District, a body corporate and politic. Any reference to the District herein, unless expressly stated to the contrary, shall refer to the District solely in its capacity as owner of the Premises and not the District in its capacity as a land use or other governmental approval authority.

f. "**Lease**" means that certain Ground Lease attached hereto as **Attachment I**, including any and all addenda, amendments and exhibits hereto.

g. **Premises**" means that certain real property containing approximately seventy-five acres with Assessor Parcel Nos: 1033-082-04-0000, 1033-082-09-0000, 1033-082-10-0000, 1033-081-

06-0000, 1033-081-07-0000, 1033-081-08-0000, 1033-091-01-0000, and 1057-211-05-0000 in the City, together with all easements, rights and privileges appurtenant thereto, to be leased to Optionee pursuant to the Lease for the uses and purposes as set forth therein. The legal description of the Premises is attached to the Lease as **Exhibit A**. A rendering showing the approximate boundaries of the Premises is also attached to the Lease as **Exhibit A-1**.

2. OPTION (PM03.1 S)

District hereby grants Optionee the option ("**Option**") to lease said Premises in accordance with the covenants and conditions set forth herein and in the Lease.

3. TERM (PM05.1 S)

The term of this Option Agreement shall be one hundred twenty (120) months ("**Option Term**") and shall commence on the Effective Date shown above; provided that if Optionee is unable to secure the required approvals for its use of the Premises, despite its reasonable efforts, the Option Term may extend for such time as is necessary to secure said approvals upon request of the Optionee to the Chief Real Estate Officer, which request will not be unreasonably denied by the District. Any such extension shall be memorialized in an amendment to this Option Agreement executed by the Optionee and the Chief Real Estate Officer on behalf of the District. This Term is conditioned upon the District's termination rights set forth in Section 16.

4. OPTION PRICE (PM04.2 N)

The price of the Option granted herein is $1.00 ("**Option Price**"), which shall be paid to District in full upon execution of this Option Agreement.

The Option Price shall be retained by District in consideration for the granting of the Option. No portion of the Option Price shall be refunded or credited to rent payments under the Lease regardless of whether Optionee exercises the Option prior to the expiration of the Option Term.

5. INTENTIONALLY DELETED (PM06.1 N)

6. CONDITIONS (PM07.1 N)

The Option may not be exercised until the Optionee has provided evidence of insurance coverage which fully complies with Section 8.1 (Insurance) of the Lease.

7. REVIEW BY DISTRICT (PM08.1 N)

Optionee hereby acknowledges that one of the purposes of this Option Agreement is to afford Optionee and District the opportunity to determine whether Optionee is able to meet the various conditions of this Option Agreement and is able to obtain the required approvals as set forth in this Option Agreement. Several of those conditions involve obtaining reviews and approvals from officers, employees or agents of the District, and/or the City. Optionee shall also provide evidence of review by the Army Corps of Engineers for its park development to satisfy any Section 408 permit requirements. Each of those reviews shall be conducted in an independent manner and nothing contained herein shall be deemed to limit the jurisdiction or authority otherwise possessed by said officers, employees or agents in the conduct of such review. Optionee shall reimburse the District for staff time to review any permit application to meet the terms and conditions of this Option Agreement.

Nothing contained in this Option Agreement shall be deemed to imply that required approvals will be forthcoming, and the failure to issue any such approval or permit by any officer, employee or agent of the District, and/or the City shall not be deemed in any manner a breach of this Option Agreement, nor shall any such denial give rise to any claim, liability, obligation, or cause of action with respect to this Option Agreement or the attached Lease.

No permit, approval, or consent given by the District, and/or the City, or their officers, employees, or agents, acting in its/their governmental capacity, shall affect or limit Optionee's obligations under this Option Agreement or under the Lease, nor shall any approvals or consents given under this Option Agreement by District, as a Party hereto, or by the Chief Real Estate Officer be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, and/or regulations.

8. DISCLAIMER OF REPRESENTATIONS OF WARRANTIES (PM015.1 N)

District hereby represents and warrants that it has the authority to enter into this Option Agreement and the Lease for the purposes intended for its use by Optionee. Optionee agrees that District has made no representations, warranties, or agreements as to any matters concerning the Premises, including, but without being limited to, the land, marketability of title, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, hazardous substances, waste or materials, the purposes for which the Premises is suited, drainage, access to public roads, proposed routes of roads or extensions thereof or the availability of governmental permits or approvals of any kind. Optionee represents and warrants to District that it and its representatives and employees have made or will make their own independent inspection and investigation of such matters concerning the Premises.

9. OPTIONEE'S RIGHT TO ENTER PREMISES, INDEMNIFICATION (PM09.1.1 S)

Subject to prior written approval and conditions as may be specified by the Chief Real Estate Officer, Optionee and its authorized representatives shall have the right to enter upon, to pass and to repass over and along said Premises. Optionee hereby agrees to indemnify District and hold District, its officers, and employees harmless from any loss, claims, liability, or costs arising out of or incurred by reason of such investigation. Whether or not this option terminates or expires, Optionee agrees to repair any and all physical damages caused to the Premises by reason of and caused by any such investigation or investigations.

10. HOLD HARMLESS (PMGE10.1 S)

Optionee hereby releases and waives all claims and recourse against District, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this Option Agreement except claims arising from the concurrent active or sole negligence of District, its officers, agents, employees and contractors. Optionee hereby agrees to indemnify, defend (with counsel approved in writing by District), and hold harmless, District, the County and its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the Optionee's exercise of the rights under this Option Agreement, except for liability arising out of the concurrent active or sole negligence of District, the County and its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If District is named as co-defendant in a lawsuit, Optionee shall notify District of such fact and shall represent District in such legal action unless District undertakes to represent itself as co-defendant in such legal action, in which event, Optionee shall pay to District its litigation costs, expenses, and attorneys' fees. If judgment is entered against District and Optionee by a court of competent jurisdiction because of the concurrent active negligence of District and Optionee, District and

Optionee agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Optionee acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Optionee, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

11. INSURANCE (PM09.2.2S)

A. General Requirements

Optionee agrees to purchase all required insurance at Optionee's expense or maintain a program of self insurance and to deposit with District certificates of insurance, including all endorsements required herein, necessary to satisfy District that the insurance provisions of this Option Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefor on deposit with District during the entire term of this Option Agreement and any extension thereof.

The Option shall automatically terminate at the same time Optionee's insurance coverage is terminated. If within ten (10) business days after termination under this Section, Optionee obtains and provides evidence of the required insurance coverage acceptable to Chief Real Estate Officer, this Option Agreement may be reinstated at the sole discretion of Chief Real Estate Officer. Optionee shall pay District Seven Hundred Fifty Dollars ($750.00) for processing the reinstatement of this Option Agreement.

Optionee agrees that Optionee shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Chief Real Estate Officer. In no cases shall assurances by Optionee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Optionee also agrees that upon cancellation, termination, or expiration of Optionee's insurance, District may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Chief Real Estate Officer reinstates the Option.

If Optionee fails to provide Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the Option, District and Optionee agree that this shall constitute a material breach of this Option Agreement. Whether or not a notice of default has or has not been sent to Optionee, said material breach shall permit District to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Optionee's employees and agents, from entering the Premises until such time as Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Optionee further agrees to hold District harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from District's action.

All contractors performing work on behalf of Optionee pursuant to this Option Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Optionee. Optionee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by District from the Optionee under this Option Agreement. It is the obligation of the Optionee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by Optionee through the entirety of this Option Agreement and be available for inspection by a District representative at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's County Executive Office/Office of Risk Management, or designee ("**Risk Manager**"). The County reserves the right to require current audited financial reports from Optionee. If Optionee is self-insured, Optionee will indemnify and defend County for any and all claims resulting or arising from Optionee's use of the premises, services, or other performance in accordance with the indemnity provision stated in this Option Agreement.

If the Optionee fails to maintain insurance acceptable to District for the full term of this Option Agreement, District may terminate this Option Agreement.

B. Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's key Rating Guide/Property-Casualty/United States or ambest.com.

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

C. Minimum Limits

The policy or policies of insurance maintained by the Optionee shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverag for owned, non-owned and hired vehicle	$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease

D. Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form

CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

E. Required Endorsements

1) The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

   a. an Additional Insured endorsement using ISO form CG 20 26 03 or a form at least as broad naming the District, County of Orange its elected and appointed officials, officers, employees, agents as Additional Insureds;

   b. a primary non-contributing endorsement using ISO for CG 20 01 04 13 or a form at least as broad evidencing that the Optionee's insurance is primary and any insurance or self-insurance maintained by District shall be excess and non-contributing; and

2) All insurance policies required by this contract shall waive all rights of subrogation against the District, County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the District, County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state "As Required by Written Contract."

4) All insurance policies required by this contract shall give DISTRICT thirty (30) days' notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

F. Severability of Interest Clause - Commercial General Liability

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

G. Delivery

Insurance certificates should be forwarded to District address provided in Section 17 (Notices) below or to an address provided by the Chief Real Estate Officer. Optionee has ten (10) business days to provide adequate evidence of insurance or this Option Agreement may be cancelled.

H. Insurance Requirement Changes

District expressly retains the right to require Optionee to increase or decrease insurance of any of the above insurance types throughout the term of this Option Agreement. Any increase or decrease in insurance will be as deemed by the Risk Manager as appropriate to adequately protect District.

Chief Real Estate Officer shall notify Optionee in writing of changes in the insurance requirements. If Optionee does not deposit copies of acceptable certificates of insurance and endorsements with District incorporating such changes within thirty (30) days of receipt of such notice, this Option Agreement may be in breach without further notice to Optionee, and District shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Optionee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Option Agreement, nor in any way to reduce the policy coverage and limits available from the insurer.

12. ASSIGNMENT (PM010.1 S)

This Option shall not be sold, assigned, or otherwise transferred without the prior written consent of District, which consent may be withheld in the District's sole and absolute discretion. Failure to obtain District's required written consent shall render said sale, assignment, or transfer void.

13. EXERCISE OF OPTION TO LEASE (PM011.1 S)

At any time during the Option Term that Optionee shall have performed all conditions as set forth in Section 6 (Conditions) of this Option Agreement to the satisfaction of Chief Real Estate Officer, Optionee may exercise the Option by giving Chief Real Estate Officer written notice of election do so, accompanied by properly executed copies of the Lease in triplicate.

14. EXECUTION OF LEASE (PM012.1 N)

Acting as District's representative, Chief Real Estate Officer shall execute the Lease within _____ ( ) days of receipt of Optionee's notice of election to exercise the Option and the Lease executed by Optionee.

15. LEASE EFFECTIVE DATE (PM013.1 S)

It is understood and agreed by the Parties hereto that the Effective Date of the Lease shall be the date of execution of the Lease by District.

16. TERMINATION (PM014.1 S)

Failure of Optionee to fully and satisfactorily meet the terms and conditions of this Option Agreement within the time limits stated shall absolutely and conclusively terminate Optionee's rights hereunder, notwithstanding the fact that District may choose to negotiate a lease with Optionee within a reasonable time after the expiration of this Option Agreement. The District shall also have the right to terminate this Option Agreement as to any parcels of land not then optioned to ground lease by the Optionee in the event the Army Corps of Engineers disapproves the permits being sought by Majestic as part of the Majestic Chino Heritage project.

Upon execution of this Option Agreement, the Optionee shall execute, acknowledge, and deliver to the Chief Real Estate Officer a quitclaim deed, in a form as approved by the Chief Real Estate Officer, quitclaiming all right title and interest created by this Option Agreement back to the District ("**Quitclaim Deed**"). The Quitclaim Deed shall be retained by the Chief Real Estate Officer for the duration of this Option Agreement and shall be recorded in the event of the termination of this Option Agreement for any reason to remove any cloud on title created by this Option Agreement.

17. NOTICES (PM018.1 N)

All notices, documents, correspondence and communications concerning this Option Agreement shall be addressed as set forth in this Section 17, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail, return receipt requested or with other proof of delivery, with postage prepaid, by personal delivery, Federal Express or similar courier service, or by facsimile. Notices so given shall be deemed to have been given upon receipt with the exception of transmittals via facsimile which shall be deemed delivered on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party's regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To DISTRICT:

Orange County Flood Control District
c/o CEO Real Estate
Attn: Chief Real Estate Officer
County Administration North
400 W. Civic Center Dr., Fifth Floor
Santa Ana, CA 92701

With a copy to:

Orange County Flood Control District
c/o OC Public Works
Attn: Director
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701

To OPTIONEE:

City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: City Manager

Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

18. VENUE (PMES13.1S)

The Parties hereto agree that this Option Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Option Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

19. SEVERABILITY (PMES15.1S)

If any term, covenant, condition, or provision of this Option Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. ATTORNEYS' FEES (PMES16.1S)

In any action or proceeding brought to enforce or interpret any provision of this Option Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

21. SUCCESSORS AND ASSIGNS (PMES18.1S)

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

22. AUTHORITY (PMES20.1S)

The Parties to this Option Agreement represent and warrant that it has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

23. ENTIRE AGREEMENT (PM017.1 S)

This instrument contains the entire agreement between the Parties relating to the Option granted herein and all negotiations and agreements between the Parties hereto or their agents with respect to this transaction are merged herein. Any oral representations, modifications, or waivers concerning this instrument shall be of no force and effect, except in a subsequent instrument made in writing and signed by both Parties. Time is of the essence in the performance of the Parties' respective obligations herein contained. Subject to the restrictions against sale, assignment, or other transfer above, this Option Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Option Agreement the day and year first above written.

OPTIONEE

a _____

By:

By: _____
Name:
Title:

By: _____
Name:
Title:

DISTRICT

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Deputy

Date _____

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

_____
Thomas A. Miller, Chief Real Estate Officer
Orange County, California

EXHIBIT A

GROUND LEASE

[to be attached]

GROUND LEASE

THIS GROUND LEASE ("**Lease**") is made and effective as of the ___ day of _____, 2025 ("**Effective Date**"), by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter called "**District**") and CITY OF CHINO, a municipal corporation duly organized under the Constitution and laws of the State of California (hereinafter called "**Tenant**") (each a "**Party**" and collectively, the "**Parties**").

Recitals

A. District is the fee owner of the Premises (as hereinafter defined).

B. The Parties have executed an Option Agreement, dated _____ ("**Option Agreement**"), pursuant to which the District agreed to lease the Premises to the Tenant upon the fulfillment of certain conditions precedent.

C. The Parties acknowledge that the conditions precedent required by the Option Agreement have been fulfilled, the Option has been exercised, and therefore the Tenant and District desire that Tenant shall ground lease the Premises from District on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Lease by reference, and mutual covenants and agreements hereinafter contained, District and Tenant mutually agree to the following:

ARTICLE I
DEFINITIONS

1.1 **Definitions**: The following defined terms used in this Lease shall have the meanings set forth below. Other terms are defined in other provisions of this Lease, and shall have the definitions given to such terms in such other provisions.

1.1.1. "**Additional Rent**" is defined in Section 3.5 below.

1.1.2. "**Affiliate**" means, with respect to any person (which as used herein includes an individual, trust or entity), which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person.

1.1.3. "**Annual Rent**" means the annual payment of rent, due hereunder as defined in Section 3.1 below.

1.1.4. "**Auditor-Controller**" means the Auditor-Controller, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.5. "**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

1.1.6. "**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.7. "**City**" means the City of Chino, State of California.

1.1.8. "**Claims**" means liens, claims, demands, suits, judgments, liabilities, damages, fines, losses, penalties, costs and expenses (including without limitation reasonable attorney's fees and expert witness costs, and costs of suit), and sums reasonably paid in settlement of any of the foregoing.

1.1.9. "**Commencement Date**" means the same as the Effective Date.

1.1.10. "**County**" means the County of Orange, a political subdivision of the State of California, and shall include its Board of Supervisors, its elected and appointed officials, officers, agents, employees, and contractors.

1.1.11. "**CPI Index**" means the CPI Index for All Urban Consumers, All Items (1982-84=100) for Los Angeles-Anaheim-Riverside, as published by the United States Department of Labor, Bureau of Labor Statistics. If the base year is changed, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the CPI Index, or the CPI Index is no longer published, then County shall select such other commodity index that produces substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

1.1.12. "**District**" means the Orange County Flood Control District, a body corporate and politic. Any reference to the District herein, unless expressly stated to the contrary, shall refer to the District solely in its capacity as owner of the Premises and not the District in its capacity as a land use or other governmental approval authority.

1.1.13. "**District's Fee Interest**" means all of District's interest in the Property, the Premises, this Lease and District's reversionary interest in the Premises and improvements.

1.1.14. "**District Parties**" means the District and District's Affiliates, agents, employees, members, officers, directors and attorneys, including the County of Orange.

1.1.15. "**Effective Date**" is defined in the introductory paragraph to this Lease.

1.1.16. "**Event of Default**" is defined in Section 9.1 below.

1.1.17. "**Force Majeure Event**" is defined in Article XII below.

1.1.18. "**Hazardous Material(s)**" is defined in Section 4.5.1 below.

1.1.19. "**Interest Rate**" means the highest rate of interest permissible under the Laws not to exceed the rate of twelve percent (12%) per annum.

1.1.20. "**Laws**" means all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the Premises and improvements, including any encroachment permits (as issued through the County's encroachment permit process) required by the Orange County Flood Control District

and the Orange County Flood Control Act set forth in California uncodified Water Code, Act 5682, section 2.

1.1.21. "**Lease**" means this Ground Lease (including any and all addenda, amendments and exhibits hereto), as now or hereafter amended.

1.1.22. "**Lease Year**" means each and every period of twelve (12) consecutive months commencing upon the Effective Date and each and every subsequent anniversary thereof.

1.1.23. "**Operating Costs**" shall have the meaning set forth in Section 3.5.5.

1.1.24. "**Option**" means the Tenant's option to lease the Premises granted pursuant to the Option Agreement.

1.1.25. "**Option Agreement**" has the meaning set forth in the Recitals to this Lease.

1.1.26. **"Permitted Uses"** shall have the meaning set forth in Section 4.2.1.

1.1.27. "**Person**" includes firms, associations, partnerships, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

1.1.28. "**Premises**" means that certain real property containing approximately seventy-five acres with Assessor Parcel Nos: 1033-082-04-0000, 1033-082-09-0000, 1033-082-10-0000, 1033-081-06-0000, 1033-081-07-0000, 1033-081-08-0000, 1033-091-01-0000, and 1057-211-05-0000 in the City, together with all easements, rights and privileges appurtenant thereto, to be leased to Tenant pursuant to this Lease. The legal description of the Premises is attached hereto as **Exhibit A**. A rendering showing the approximate boundaries of the Premises is attached hereto as **Exhibit A-1**.

1.1.29. "**Rent**" means and includes the Annual Rent.

1.1.30. "**Risk Manager**" means the Manager of County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.31. "**Taxes**" has the meaning set forth in Section 3.5.2.

1.1.32. "**Term**" means the full term of this Lease set forth in Section 2.2.1.

1.1.33. "**Treasurer-Tax Collector**" means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as may be designated by the Board of Supervisors.

1.1.34. "**Utility Costs**" has the meaning set forth in Section 3.5.6.

ARTICLE II
LEASE OF PROPERTY

2.1 **Lease of Premises**. District hereby leases the Premises to Tenant for the Term, and Tenant hereby leases the Premises from District for the Term, subject to the terms and conditions of this Lease.

2.2 **Term.**

2.2.1. Term. The "**Term**" of this Lease shall commence on the Effective Date of this Lease, and shall expire at 12:00 midnight Pacific Time on _____, which is sixty-five (65) years from the Effective Date, unless sooner terminated as a result of non-compliance with any term or condition of this Lease as hereinafter provided. Provided Tenant is not in and has not been in default under this Lease as defined in Article IX (Defaults and Remedies), Tenant may request an extension of the Lease for up to three (3) additional ten (10) year extensions ("**Extension Term(s)**"), if Tenant can demonstrate that it has made significant improvements or committed significant funding towards planning, development or operation of Permitted Uses on the Premises during the last ten (10) years of the Term to justify such Extension term. A request from the Tenant for each such extension shall be in writing and must be made no earlier than one hundred and eighty (180) days prior to the expiration of this Lease and no later than one hundred and twenty (120) days prior to the expiration of this Lease and shall include detailed information on the improvements or funds committed to the Premises. District shall have the reasonable discretion to extend the Term of this Lease under such terms and conditions as the Parties mutually agree upon.

2.3 **Termination at End of Term**. This Lease shall terminate without need of further actions of any Party at 12:00 midnight Pacific Time on the last day of the Term (as extended pursuant hereto).

2.4 **Condition of the Premises**. **TENANT HEREBY ACCEPTS THE PREMISES AND ALL DISTRICT FACILITIES "AS IS", AND ACKNOWLEDGES THAT THE PREMISES IS IN SATISFACTORY CONDITION. DISTRICT MAKES NO WARRANTY, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR TENANT'S PROPOSED USES. DISTRICT MAKES NO COVENANTS OR WARRANTIES, IMPLIED OR OTHERWISE, RESPECTING THE CONDITION OF THE SOIL, SUBSOIL, OR ANY OTHER CONDITIONS OF THE PREMISES OR THE PRESENCE OF HAZARDOUS MATERIALS, NOR DOES DISTRICT COVENANT OR WARRANT, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR THE PROPOSED DEVELOPMENT, CONSTRUCTION OR USE BY TENANT. DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY LAND SUBSIDENCE, SLIPPAGE, SOIL INSTABILITY OR DAMAGE RESULTING THEREFROM. DISTRICT SHALL NOT BE REQUIRED OR OBLIGATED TO MAKE ANY CHANGES, ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS TO THE PREMISES. TENANT SHALL RELY ON ITS OWN INSPECTION AS TO THE SUITABILITY OF THE PREMISES FOR THE INTENDED USE.**

TENANT INITIALS: _____ _____

2.5 **Limitations of the Leasehold**. This Lease and the rights and privileges granted Tenant in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to Tenant of rights in the Premises which exceed those owned by District, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or District's interest therein. **Tenant's Investigation**. District hereby represents and warrants that it has provided to Tenant all documentation in its possession to the current knowledge of the Chief Real Estate Officer concerning the condition of the Premises and any covenants, conditions, restrictions, and exceptions of record affecting the Premises. Notwithstanding the foregoing, Tenant acknowledges that District has no duty to investigate the

Premises and Tenant acknowledges that it is solely responsible for investigating the Premises to determine the suitability thereof for the uses contemplated by Tenant. Tenant further acknowledges by executing this Lease that it completed its investigations of the Premises prior to exercising the Option and has made such determinations as Tenant believes may be required under the circumstances.

ARTICLE III
RENT

3.1 **Annual Rent.** In consideration for administering and operating the Premises as public open space for the benefit of the public, at Tenant's sole cost and expense the annual rent shall be one dollar per year (the "**Annual Rent**").

3.1.1. **Revenue Generation.** Tenant, or any party acting on behalf of the Tenant or with Tenant's consent, may generate revenue on the Premises for activity after and in an amount to cover Tenant's cost recovery for the overall operation of the Premises. For revenue amounts projected to exceed cost recovery for the Permitted Uses, such activity shall be subject to the District's prior review and consent and after negotiations of a fair market value Annual Rent acceptable to the District based on the revenue being generated on the Premises or as a result of Tenant's use of the Premises, which shall be memorialized in an amendment to this Lease. Upon District request, Tenant shall be responsible for providing a yearly accounting of revenue and costs associated with the use of the Premises.

3.2 **Payment of Rent**.

3.2.1. Annual Rent Generally. Annual Rent shall be payable in advance and without any deduction, offset, prior demand or notice, commencing upon the Commencement Date and thereafter on the first day of each successive year during the Term. Annual Rent due under this Lease for any partial year shall be calculated by dividing the number of days for which Annual Rent is actually owing by the actual number of days in the year, and multiplying the resulting percentage by the Annual Rent amount then in effect. All Annual Rent or other amounts owing to District under this Lease shall be paid, in lawful currency of the United States of America, by check delivered to District or by electronic payment as District shall direct. All monetary payments owing by Tenant to District under this Lease other than Annual Rent shall be deemed additional rent owing under this Lease. Rent payments shall be delivered to, and statements required by this Lease shall be filed with the Orange County Treasurer-Tax Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4515, Santa Ana, California 92702-4515 (or may be delivered to 601 N. Ross St., 2nd Floor Santa Ana 92701). The designated place of payment and filing may be changed at any time by the Chief Real Estate Officer upon ten (10) days' written notice to Tenant. Tenant assumes all risk of loss if payments are made by mail.

3.3 **Triple Net Rent**. It is the intent of the parties that all Rent shall be absolutely net to District and that, except as otherwise provided herein, Tenant will pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term or any extension thereof as a result of Tenant's use and occupancy of the Premises. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall District be obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this Lease except as expressly provided herein.

3.4 **Insufficient Funds**. If any payment of Rent or other fees made by check is returned due to insufficient funds, or otherwise, more than once during the Term, Chief Real Estate Officer shall have the

right to require Tenant to make all subsequent Rent payments by cashier's check, certified check or ACH automatic debit system. All Rent shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Tenant or receipt by District of a lesser amount than the Rent due shall be deemed to be other than on account of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and District shall accept such check or payment without prejudice to District's right to recover the balance of said Rent or pursue any other remedy in this Lease.

3.5 **Additional Rent**.

3.5.1. **Additional Rent**. During the Term, the Annual Rent shall be absolutely net to District so that this Lease shall yield to District the rental amounts specified above in each year of the Term, and that all costs (including but not limited to Operating Costs and Utility Costs, as defined below), fees, taxes (including but not limited to Real Estate Taxes and Equipment Taxes, as defined below), charges, expenses, impositions, reimbursements, and obligations of every kind relating to the Premises shall be paid or discharged by Tenant as additional rent ("**Additional Rent**"). Tenant may pay, under protest, any impositions, and/or contest and defend against same. Any imposition rebates shall belong to Tenant.

3.5.2. **Taxes**. During the Term, Tenant shall pay directly to the taxing authorities all Taxes (as herein defined) at least ten (10) days prior to delinquency thereof. For purposes hereof, "**Taxes**" shall include any form of assessment, license fee, license tax, business license fee, commercial rental tax, levy, penalty, sewer use fee, real property tax, charge, possessory interest tax, tax or similar imposition (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, flood control, water pollution control, public transit or other special district thereof, as against any legal or equitable interest of District in the Premises or any payments in lieu of taxes required to be made by District, including, but not limited to, the following:

(a) Any assessment, tax, fee, levy, improvement district tax, charge or similar imposition in substitution, partially or totally, of any assessment, tax, fee, levy, charge or similar imposition previously included within the definition of Taxes. It is the intention of Tenant and District that all such new and increased assessments, taxes, fees, levies, charges and similar impositions be included within the definition of "**Taxes**" for the purpose of this Lease.

(b) Any assessment, tax, fee, levy, charge or similar imposition allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the city, county, state or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof;

(c) Any assessment, tax, fee, levy, charge or similar imposition upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises, including any possessory interest tax levied on the Tenant's interest under this Lease;

(d) Any assessment, tax, fee, levy, charge or similar imposition by any governmental agency related to any transportation plan, fund or system instituted within the geographic area of which the Premises are a part.

The definition of "**Taxes**," including any additional tax the nature of which was previously included within the definition of Taxes, shall include any increases in such taxes, levies, charges or assessments occasioned by increases in tax rates or increases in assessed valuations, whether occurring as a result of a sale or otherwise.

3.5.3. **Contest of Taxes**. Tenant shall have the right to contest, oppose or object to the amount or validity of any Taxes or other charge levied on or assessed against the Premises or any part thereof; provided, however, that the contest, opposition or objection must be filed before the Taxes or other charge at which it is directed becomes delinquent. Furthermore, no such contest, opposition or objection shall be continued or maintained after the date the tax, assessment or other charge at which it is directed becomes delinquent unless Tenant has either: (i) paid such tax, assessment or other charge under protest prior to its becoming delinquent; or (ii) obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment or other charge by posting such bond or other matter required by law for such a stay; or (iii) delivered to District a good and sufficient undertaking in an amount specified by District and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by Tenant of the tax, assessments or charge, together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Tenant's contest, opposition or objection to such tax, assessment or other charge.

3.5.4. **Payment by District**. Should Tenant fail to pay any Taxes required by this Article III to be paid by Tenant within the time specified herein, and if such amount is not paid by Tenant within ten (10) days after receipt of District's written notice advising Tenant of such nonpayment, District may, without further notice to or demand on Tenant, pay, discharge or adjust such tax, assessment or other charge for the benefit of Tenant. In such event Tenant shall promptly on written demand of District reimburse District for the full amount paid by District in paying, discharging or adjusting such tax, assessment or other charge, together with interest at the Interest Rate from the date advanced until the date repaid.

3.5.5. **Operating Costs**. Tenant shall pay all Operating Costs during the Term prior to delinquency. As used in this Lease, the term "**Operating Costs**" shall mean all charges, costs and expenses related to the Premises arising from Tenant's use or occupancy of the Premises described herein, including, but not limited to, management, operation, maintenance, overhaul, improvement or repair of the Premises.

3.5.6. **Utility Costs**. Tenant shall pay all Utility Costs during the Term prior to delinquency. As used in this Lease, the term "**Utility Costs**" shall include all charges, surcharges and other costs of installing and using all utilities required for or utilized in connection with Tenant's use and occupancy of the Premises, including without limitation, costs of heating, ventilation and air conditioning for the Premises, costs of furnishing gas, electricity and other fuels or power sources to the Premises, and the costs of furnishing water and sewer services to the Premises.

ARTICLE IV
USE OF PREMISES

4.1 **Permitted Use of Premises**. Subject to Section 3.1.1 above, Tenant shall use the Premises for public open space, park and recreational purposes, as further described in Section 4.2.1 below. Tenant agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises, except as set forth herein with the prior written approval of the Chief Real Estate Officer, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer. As set forth in Section 4.2.6, below, Tenant is responsible for acquiring any required permits or approvals for the Permitted Uses (as defined below).

4.2 **Required and Optional Facilities and Services.**

4.2.1. Required Services and Uses. District's primary purpose for entering into this Lease is to promote the development of open space for park and recreational purposes by the City of Chino consistent with this Lease, and subject to the Chief Real Estate Officer's approval and conditions acceptable to the District (the "**Permitted Uses**"). In furtherance of that purpose, permitted uses shall include park, and recreational uses that uphold the property's natural, scenic and open space attributes and do not interfere with flood control operations. Permitted Uses may also include both passive and active recreational uses such as hiking, biking, picnicking and picnic areas, nature tours, educational programs, and non-motorized recreation, as well as other ancillary uses and accompanying parking lots, which are in compliance with applicable Laws, those that are ancillary to and compatible with the foregoing uses, as approved by the Chief Real Estate Officer in writing from time to time and on conditions acceptable to the District. The Chief Real Estate Officer may prohibit recreational uses that would create liability or exposure for the District, impede the flood purposes of the Premises, or create a risk of the release of Hazardous Materials, as described in Section 4.5 below.

4.2.2. Ancillary Services and Uses. Subject to the prior written approval of Chief Real Estate Officer and conditions acceptable to the District, review of plans and re-assessment of rent to be paid by Tenant, Tenant may provide those additional services and uses which are ancillary to and compatible with the required services and uses herein, which may include entertainment uses, motorized, golfing and sports activities, agricultural uses, City events, theme parks, obstacle courses and other such activities as may be approved as set forth herein.

4.2.3. Restricted Use. The services and uses listed in this Article IV, both required and optional, shall be the only services and uses permitted. Tenant agrees not to use the Premises for any other purpose or engage in or permit any other activity within or from the Premises except as approved in writing by the Chief Real Estate Officer as set forth herein, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2.4. Continuous Use. During the Term, Tenant shall continuously conduct Tenant's use of the Premises in a manner consistent with the terms and conditions of this Lease and the Permitted Uses and Tenant shall not discontinue use of the Premises for more than one (1) year, subject to extensions for a Force Majeure Events per Article XII following at least seventy-two hours (72) prior written notice to Tenant below, except as permitted in advance and in writing by the Chief Real Estate Officer.

4.2.5. Alcohol Restrictions. Tenant may not sell beer, wine or alcoholic beverages on the Premises, unless appropriate approvals are secured by the City and California Department of Alcoholic Beverage Control.

4.2.6. Permits and Licenses. Tenant shall be solely responsible to obtain, at its sole cost and expense, any and all permits, licenses or other approvals required for the uses permitted herein and shall maintain such permits, licenses or other approvals for the entire Term.

4.3 **Nuisance; Waste**. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part thereof. Tenant shall not commit or allow to be committed any waste in or upon the Premises and shall keep the Premises thereon in good condition, repair and appearance.

4.4 **Compliance with Laws**. Tenant shall not use or permit the Premises or any portion thereof to be used in any manner or for any purpose that violates any applicable Laws in any material respect. Tenant shall have the right to contest, in good faith, any such Laws, and to delay compliance with such Laws during the pendency of such contest (so long as there is no material threat to life, health or safety that is not mitigated by Tenant to the satisfaction of the applicable authorities). District shall cooperate with Tenant in all reasonable respects in such contest, including joining with Tenant in any such contest if District's joinder is required in order to maintain such contest; provide, however, that any such contest shall be without cost to District, and Tenant shall indemnify, defend and protect the Premises and District from Tenant's failure to observe or comply with the contested Law during the pendency of the contest.

4.5 **Hazardous Materials**.

4.5.1. Definition of Hazardous Materials. For purposes of this Lease, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the District acting in its governmental capacity, the State of California or the United States government.

4.5.2. Use of Hazardous Materials. Except for those Hazardous Materials which are customarily used in connection with any permitted use of the Premises under this Lease (which Hazardous Materials shall be used in compliance with all applicable Laws), Tenant or Tenant's employees, agents, independent contractors or invitees (collectively "**Tenant Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this Section shall include the subsurface soil and ground water).

4.5.3. Tenant Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination or any real or personal property wherever situated, Tenant, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of District under this Lease, Tenant shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this Lease or by applicable Laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Tenant or Tenant Parties. Notwithstanding the foregoing, Tenant shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the Chief Real Estate Officer. All work performed or caused to be performed by

Tenant as provided for above shall be done in good and workmanlike manner and in compliance with all applicable Laws and with all plans, specifications, permits and other requirements for such work approved by District.

4.5.4. Indemnification for Hazardous Materials.

(a) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to District) the County of Orange and its Board, District, elected officials, officers, employees, agents, independent contractors, and the Premises, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Tenant or Tenant Parties.

(b) The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

4.6 **Access by District**. District reserves the right for District and District's authorized representatives to enter the Premises at any reasonable time during business hours in order to (i) determine whether Tenant is complying with Tenant's obligations hereunder, or (ii) enforce any rights given to District under this Lease. Tenant acknowledges that District has the authority to enter the Premises to perform work on the Premises at any time as needed to provide flood control protection for the general public, subject, however, provided that District must make every effort to cause any such work to be performed in a manner that does not materially disrupt or damage the improvements or Tenant's operations on the Premises, District will not permit any mechanic's or other liens to stand against the Leasehold Estate for work or material furnished by District in, on, under or adjacent to the Premises, and District will take all necessary measures not to unreasonably interfere with Tenant's (or any subtenant's permitted under this Lease) business at the Premises in exercising its rights under this Section.

ARTICLE V
REPAIRS, MAINTENANCE, ADDITIONS AND RECONSTRUCTION

5.1 **Maintenance by Tenant**. Throughout the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises in good order, condition and repair (*i.e.*, so that the Premises does not deteriorate more quickly than its age and reasonable wear and tear would otherwise dictate) and in a safe and sanitary condition and in compliance with all applicable Laws in all material respects.

5.2 **Requirements of Governmental Agencies**. At all times during the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall: (i) make all alterations, improvements, additions or repairs to the Premises required to be made by any law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency (including the Army Corps of Engineers) or entity; provided that Tenant shall not be required to make any such alterations, improvements, additions or repairs to the District's flood control features; (ii) observe and comply in all material respects

with all Laws now or hereafter made or issued respecting the Premises (subject to Tenant's right to contest such Laws in accordance with Section 4.4); (iii) indemnify, defend and hold District and County, the Premises and the Improvements free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Tenant's failure to comply with and perform the requirements of this Article V. The obligations under this Section 5.2 shall not apply to any flood control features installed on the Premises by the District.

5.3 **District Obligations**. Tenant specifically acknowledges and agrees that District shall not have any obligations with respect to the maintenance, alteration, improvement, demolition, addition or repair of any improvements, except only as specifically provided in this Lease to the contrary.

5.4 **Flood Control Purposes of Premises; District's Reservation of Certain Rights**. Tenant acknowledges and understands that the Premises lies within an area required for the construction, maintenance and operation of Prado Dam, the Santa Ana River and other flood control and protection improvements in and around Prado Basin which are an integral part of a flood control and water conservation system that District operates to fulfill its primary function of protecting life and property in within San Bernardino, Riverside and Orange Counties. District reserves the right for itself, from time to time, without unreasonable interference, to access, enter and use the Premises. All rights reserved to the District in this Lease shall be exercised by District at its sole and absolute discretion. Use of the Premises by Tenant shall be at all times subordinate to use by the District for activities related to flood control or water conservation, including potential flooding of Premises. Tenant shall cooperate with District and or any of the person or entity acting for, on behalf of or cooperating with the District, during scheduled operations or unanticipated events that require access to the Premises. District shall make best efforts to plan and notify Tenant in advance of its intent to access the Premises. District's work in and around Prado Dam may intermittently affect the Premises including work on the Santa Ana River Mainstem Project, which may cause temporary closure of a portion of the Premises ("**Mainstem Project**"). No action by District in exercise of its flood control and water conservation purposes shall be a basis for claim by Tenant of damage, expense, loss, or liability of any kind or nature. Tenant waives all claims and recourse against District, including the right of contribution for loss or damage of persons or property arising from growing out of or in any way connected with this Lease, including each and every type of damage caused by flooding, erosion, closures, or otherwise to the Premises that may result from the District's flood control facilities, work on or near the Premises, or the Mainstem Project except claims arising from the concurrent active or sole negligence of the District.

5.5 **Accessibility Disclosure**. In compliance with its disclosure obligations under Section 1938 of the California Civil Code, District hereby notifies Tenant that, as of the Effective Date, the Property has not been inspected by a Certified Access Specialist (as referred to in Section 1938 of the California Civil Code). As such, District hereby advises Tenant as follows:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

If Tenant elects to have a Certified Access Specialist ("**CASp**") inspect the Property, then Tenant shall: (a) provide District with prior written notice of such election and mutually agree with District on the arrangements for the time and manner of the CASp inspection, (b) promptly give District a copy of the resulting report (the "**CASp Report**") upon receipt, (c) be responsible, at its sole cost and expense, for the cost of the CASp Report and, for completing any repairs or modifications that are necessary to correct violations of Tenant construction-related accessibility standards noted in the CASp Report and any additional work necessitated thereby (all of which Tenant shall complete as expeditiously as possible following the issuance of the CASp Report and in compliance with this Lease (including without limitation Section 5), unless District elects at its option to perform such work at Tenant's expense), and (d) not disclose and cause its partners, members, officers, directors, managers, shareholders, employees, agents, brokers and attorneys to not disclose the CASp Report to any person other than District (and except as necessary for Tenant to complete the repairs and corrections of violations noted in the CASp Report) without first obtaining the prior written consent of the Chief Real Estate Officer. Tenant's obligation to indemnify District, County, and the District Parties under Section 6.2 below shall apply equally to Claims arising out of any CASp investigation initiated by Lessee, including as a result of any violations discovered thereby.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 **Tenant's Required Insurance**.

6.1.1. Tenant agrees to purchase all required insurance at Tenant's expense or maintain a program of self-insurance and to deposit with Chief Real Estate Officer certificates of insurance, including all endorsements required herein, necessary to satisfy Chief Real Estate Officer that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with Chief Real Estate Officer during the entire term of this Lease. It shall constitute an Event of Default hereunder if Tenant's insurance coverage is terminated and not reinstated within ten (10) business days after notice from District of such termination.

6.1.2. Tenant agrees that it shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Chief Real Estate Officer; rent however shall not be suspended. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, Chief Real Estate Officer may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Chief Real Estate Officer reinstates the Lease.

6.1.3. If Tenant fails to provide Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, District and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit Chief Real Estate Officer to take whatever steps are necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Premises until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Tenant further agrees to hold District harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from Chief Real Estate Officer's action.

6.1.4. All contractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant. Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by District from the Tenant under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by Tenant through the entirety of this Lease and be available for inspection by Chief Real Estate Officer at any reasonable time.

6.1.5. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's County Executive Office/Office of Risk Management, or designee ("Risk Manager"). The County reserves the right to require current audited financial reports from Tenant. If Tenant is self-insured, Tenant will indemnify and defend County for any and all claims resulting or arising from Tenant's use of the premises, services, or other performance in accordance with the indemnity provision stated in this Lease.

6.1.6. All commercial policies of insurance required under this Article VI must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the carrier's performance and financial ratings.

(a) The policy or policies of insurance maintained by the Tenant shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Builder's Risk	$_____ [To be determined based on uses]
Professional Liability	$_____ [Same]
Commercial General Liability Sexual Misconduct including Abuse and Molestation Liquor Liability (if applicable) Umbrella/Excess Liability with Follow Form Coverage	$1,000,000 per occurrence $2,000,000 aggregate $1,000,000 per occurrence $2,000,000 aggregate $1,000,000 per occurrence $25,000,000
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence

Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all buildings, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit	100% of the Replacement Cost Value and no coinsurance provision
Environmental/Pollution Liability	$1,000,000 per claims made or per occurrence

6.1.7. **Required Coverage Forms**.

(a) The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(b) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

6.1.8. **Required Endorsements**. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

(a) An Additional Insured endorsement using ISO form CG 20 04 13 or a form at least as broad naming District and County of Orange, their respective Boards, elected and appointed officials, officers, employees, and agents as Additional Insureds.

(b) A primary non-contributing endorsement using ISO forms CG 20 01 04 13 or a form at least as broad evidencing that the Tenant's insurance is primary and any insurance or self-insurance maintained by District and County shall be excess and non-contributing.

(c) The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(d) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

(e) A primary non-contributory endorsement evidencing that Lessee's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(f) Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Lessee, including the transportation of hazardous waste, hazardous materials, or contaminants.

(g) If Lessee's Pollution Liability policy or Professional Liability Policy is a claims-made policy, Lessee shall agree to the following:

(h) 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the Lease.

(i) 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Lease.

(j) 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Lessee must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Lease.

(k) All insurance policies required by this contract shall waive all rights of subrogation against the District, the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

(l) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the District, County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

(m) The Commercial Property policy shall be endorsed to include County of Orange as a Loss Payee. A Loss Payee endorsement shall be submitted with the Certificate of Insurance as evidence of this requirement.

(n) To the extent available and pursuant to the terms and conditions of the respective insurance policies, insurance policies required by this contract shall give District 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

(o) The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

(p) Insurance certificates should be forwarded to County address provided in Section 15.18 below or to an address provided by Chief Real Estate Officer. Tenant has ten (10) business days to provide adequate evidence of insurance or it shall constitute an Event of Default.

(q) District expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease to a level consistent with then commercially reasonable limits of coverage required by commercial landowners or commercial lenders.

(r) Chief Real Estate Officer shall notify Tenant in writing of changes in the insurance requirements consistent with subsection (i) above. If Tenant does not deposit copies of certificates of insurance and endorsements with Chief Real Estate Officer incorporating such changes within thirty (30) days of receipt of such notice, it shall constitute an Event of Default.

(s) The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

6.2 **Indemnification**. Tenant hereby releases and waives all claims and recourse against District and County of Orange, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this Lease except claims arising from the concurrent active or sole negligence of County, the District, or their respective Boards, officers, agents, employees and contractors. Tenant hereby agrees to indemnify, defend (with counsel approved in writing by District), and hold harmless, District and County, their respective Boards, elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the property described herein, and/or Tenant's exercise of the rights under this Lease, except for liability arising out of the concurrent active or sole negligence of District or County, their respective Boards, elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If District and/or County are named as co-defendant(s) in a lawsuit, Tenant shall notify District and County of such fact and shall represent District and County in such legal action unless District and/or County undertakes to represent itself as co-defendant in such legal action, in which event, Tenant shall pay to District and/or County their respective litigation costs, expenses, and attorneys' fees. If judgment is entered against District and/or County and Tenant by a court of competent jurisdiction because of the concurrent active negligence of District and/or County and Tenant, District and Tenant agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Tenant acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Tenant, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

_____
Tenant's Initials

6.3 **Damage to Tenant's Premises**. District shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or other property of Tenant, of Tenant's employees, invitees, customers, or of any other person in or about the Premises or the improvements caused by or resulting from any peril which may affect the Premises or improvements, including fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises or the improvements, whether such damage or injury results from conditions arising upon the Premises or from other sources.

ARTICLE VII
CONDEMNATION

7.1 **Definitions**.

7.1.1. "**Condemnation**" means (i) the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute, whether by legal proceedings or otherwise, by a Condemnor (hereinafter defined), and (ii) a voluntary sale or transfer to a Condemnor, either under threat of condemnation or while condemnation legal proceedings are pending.

7.1.2. "**Date of Taking**" means the later of (i) the date actual physical possession is taken by the Condemnor; or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

7.1.3. "**Award**" means all compensation, sums or anything of value awarded, paid or received for a Total Taking, a Substantial Taking or a Partial Taking (hereinafter defined), whether pursuant to judgment or by agreement or otherwise.

7.1.4. "**Condemnor**" means any public or quasi-public authority or private corporation or individual having the power of condemnation.

7.1.5. "**Total Taking**" means the taking by Condemnation of all of the Premises.

7.1.6. "**Substantial Taking**" means the taking by Condemnation of so much of the Premises that one or more of the following conditions results: (i) The remainder of the Premises would not be economically and feasibly usable by Tenant; and/or (ii) A reasonable amount of reconstruction would not make the Premises reasonably suited for the uses and purposes for which the Premises were being used prior to the Condemnation; and/or (iii) The conduct of Tenant's business on the Premises would be materially and substantially prevented or impaired.

7.1.7. "**Partial Taking**" means any taking of the Premises that is neither a Total Taking nor a Substantial Taking.

7.1.8. "**Notice of Intended Condemnation**" means any notice or notification on which a reasonably prudent person would rely and which he would interpret as expressing an existing intention of Condemnation as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to service of a Condemnation summons and complaint on a party hereto. The notice is considered to have been received when a party receives from the Condemnor a notice of intent to condemn, in writing, containing a description or map reasonably defining the extent of the Condemnation.

7.2 **Notice and Representation**.

7.2.1. **Notification**. The party receiving a notice of one or more of the kinds specified below shall promptly notify the other party of the receipt, contents and dates of such notice: (i) a Notice of Intended Condemnation; (ii) service of any legal process relating to the Condemnation of the Premises; (iii) any notice in connection with any proceedings or negotiations with respect to such a Condemnation; (iv) any notice of an intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of Condemnation.

7.2.2. **Separate Representation**. District and Tenant each have the right to represent its respective interest in each Condemnation proceeding or negotiation and to make full proof of his claims. No agreement, settlement, sale or transfer to or with the Condemnor shall be made without the consent of District and Tenant. District and Tenant shall each execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to Condemnation.

7.3 **Total or Substantial Taking**.

7.3.1. **Total Taking**. On a Total Taking, this Lease shall terminate on the Date of Taking.

7.3.2. **Substantial Taking**. If a taking is a Substantial Taking, Tenant may, by notice to District given within ninety (90) days after Tenant receives a Notice of Intended Condemnation, elect to treat the taking as a Total Taking. If Tenant does not so notify District, the taking shall be deemed a Partial Taking.

7.3.3. **Early Delivery of Possession**. Tenant may continue to occupy the Premises until the Condemnor takes physical possession. At any time following Notice of Intended Condemnation, Tenant may in its sole discretion elect to relinquish possession of the Premises to District before the actual Taking. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the Date of Taking. Tenant's right to apportionment of or compensation from the Award shall then accrue as of the date that the Tenant relinquishes possession.

7.3.4. **Apportionment of Award**. On a Total Taking all sums, including damages and interest, awarded for the fee or leasehold or both shall be distributed and disbursed as finally determined by the court with jurisdiction over the Condemnation proceedings in accordance with applicable law. Notwithstanding anything herein to the contrary, Tenant shall be entitled to receive compensation for the value of its leasehold estate under this Lease including its interest in all improvements, personal property and trade fixtures located on the Premises, its relocation and removal expenses, its loss of business goodwill and any other items to which Tenant may be entitled under applicable law.

7.4 **Partial Taking**.

7.4.1. **Effect on Rent**. On a Partial Taking this Lease shall remain in full force and effect covering the remainder of the Premises, except that the Annual Rent (including any adjustments thereto) shall be equitably reduced based on the impact (if any) of such Partial Taking on the operating income and revenue derived from Tenant's operations and the decrease (if any) in the market value of the leasehold interest.

7.4.2. **Restoration of improvements**. After a Partial Taking, Tenant may repair, alter, modify or reconstruct the improvements ("**Restoring**") so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased.

7.4.3. **Apportionment of Award**. On a Partial Taking, District shall be entitled to receive the entire award for such Partial Taking, except that (i) the proceeds of such Partial Taking shall first be applied towards the cost of Restoring the Premises pursuant to Section 7.4.2 and (ii) Tenant shall be entitled to receive any portion of such award allocated to Tenant's interest in any of Tenant's improvements, personal property and trade fixtures taken.

7.5 **Waiver of Termination Rights**. Both parties waive their rights under Section 1265.130 of the California Code of Civil Procedure (and any successor provision) and agree that the right to terminate this Lease in the event of Condemnation shall be governed by the provisions of this Article VII.

ARTICLE VIII
ASSIGNMENT, SUBLETTING AND ENCUMBERING

8.1 **General**. Tenant shall not assign (including an assignment by operation of law), transfer or encumber this Lease, or any interest therein, nor sublet the Premises or improvements, without the written consent of District. Tenant may, with prior notice, engage the services of a professional management company and such employment shall not be construed to be an assignment or transfer of the Lease. Any license, sublease, permit, etc. issued by Tenant shall be consistent with and subject to the terms and conditions of this Lease and shall be subject to review and approval by the Chief Real Estate Officer, whose approval shall not be unreasonably withheld. Each license, sublease, permit, etc. issued by Tenant shall require adequate insurance, as determined by the District, with the District and County of Orange named as additional insured, and shall indemnify the District, County of Orange, its elected officials, agents, officers, and employees.

8.2 **Mortgages**. Tenant shall not mortgage, encumber or hypothecate District's Fee Interest or the Leasehold Interest under any circumstances.

8.3 **Transfers**. Tenant shall not transfer its interest in this Lease.

ARTICLE IX
DEFAULT AND REMEDIES

9.1 **Event of Default**. Each of the following events shall constitute an "**Event of Default**" by Tenant:

9.1.1. **Miscellaneous Events of Default**. Any event or circumstance expressly referenced to elsewhere in this Lease as an "Event of Default".

9.1.2. **Failure to Pay**. Tenant's failure or omission to pay any Rent or other sum payable hereunder on or before the date due where such failure shall continue for a period of three (3) business days after written notice thereof from District to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 *et seq*.

9.1.3. **Failure to Perform**. The failure or inability by Tenant to observe or perform any of the provisions of this Lease to be observed or performed by Tenant, other than specified in Sections 9.1.2 or 9.1.4 herein, where such failure shall continue for a period of twenty (20) days after written notice thereof from District to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 *et. seq*.; provided, further, that if

the nature of such failure is such that it can be cured by Tenant but that more than fifteen (15) days are reasonably required for its cure (for any reason other than financial inability), then Tenant shall not be deemed to be in default if (i) Tenant commences such cure within said twenty (20) days, (ii) thereafter diligently prosecutes such cure to completion, and (iii) completes such cure to District's reasonable satisfaction within sixty (60) days from the date that Tenant first received written notice of the default.

9.1.4. **Abandonment**. The abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Tenant; provided, however, vacancy of a portion of the Premises due to remodeling, reconstruction or as a result of casualty, condemnation, tenant vacancies or other factors beyond the reasonable control of Tenant shall not constitute a default hereunder.

9.1.5. **Assignments**.

(a) The making by Tenant of any general assignment for the benefit of creditors;

(b) A case is commenced by or against Tenant under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within sixty (60) days of such commencement;

(c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(d) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of Tenant in and to the Premises shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the District hereunder or by law; provided, it shall be lawful for the District to declare the term hereof ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant and its creditors (other than District) shall have no further claim thereon or hereunder.

9.2 **District's Remedies**. If an Event of Default occurs and is continuing, District shall have the following remedies in addition to all rights and remedies provided by law or equity to which District may resort cumulatively or in the alternative:

9.2.1. **Termination of Lease**. District shall have the right to terminate this Lease and all rights of Tenant hereunder including Tenant's right to possession of the Premises. In the event that District shall elect to so terminate this Lease then District may recover from Tenant:

(a) The worth at the time of award of the unpaid rent and other charges, which had been earned as of the date of the termination hereof; plus

(b) The worth at the time of award of the amount by which the unpaid rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate District for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; plus

(e) Any other amount which District may by law hereafter be permitted to recover from Tenant to compensate District for the detriment caused by Tenant's default.

The term "rent" as used herein shall be deemed to be and to mean the annual rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the annual rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in Sections 9.2.1(a) and 9.2.1(b) above, the "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law. As used in Sections 9.2.1 (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of the Interest Rate.

9.2.2. **Continue Lease in Effect**. Continue this Lease in effect without terminating Tenant's right to possession even though Tenant has breached this Lease and abandoned the Premises and to enforce all of District's rights and remedies under this Lease, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that District may at any time thereafter elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the Premises has been terminated.

9.2.3. **Removal of Personal Property Following Termination of Lease**. District shall have the right, following a termination of this Lease and Tenant's rights of possession of the Premises under Section 9.2.1 above, to re-enter the Premises and, subject to applicable law, to remove Tenant's personal property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant in accordance with applicable California law.

9.3 **District's Right to Cure Tenant Defaults**. If Tenant shall have failed to cure, after expiration of the applicable time for curing, a particular default under this Lease, District may at its election, but is not obligated to, make any payment required of Tenant under this Lease or perform or comply with any term, agreement or condition imposed on Tenant hereunder, and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the Interest Rate from the date of payment, performance or compliance until reimbursed shall be deemed to be additional rent payable by Tenant on District's demand. No such payment, performance or compliance shall constitute a waiver of default or of any remedy for default, or render District liable for any loss or damage resulting from the same.

9.4 **District's Default**. District shall not be considered to be in default under this Lease unless Tenant has given District written notice specifying the default, and either (i) as to monetary defaults, District has failed to cure the same within ten (10) business days after written notice from Tenant, or (ii) as to nonmonetary defaults, District has failed to cure the same within thirty (30) days after written notice from Tenant, or if the nature of Tenant's nonmonetary default is such that more than thirty (30) days are reasonably required for its cure, then such thirty (30) period shall be extended automatically so long as District commences a cure within such thirty (30) day period and thereafter diligently pursues such cure to

completion. Tenant shall have no right to offset or abate alleged amounts owing by District under this Lease against Annual Rent owing by Tenant under this Lease. Additionally, Tenant's sole remedy for any monetary default shall be towards the District's interest in the property and not to any other assets. Any and all claims or actions accruing hereunder shall be absolutely barred unless such action is commenced within six (6) months of the event or action giving rise to the default.

9.5 **Remedies Cumulative**. All rights and remedies of District contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and District shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

9.6 **Waiver by District**. No delay or omission of District to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Tenant hereunder. The acceptance by District of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Tenant of any provision thereof, other than the failure of Tenant to pay the particular rent or sum accepted, regardless of District's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of District's right to exercise any remedy available to District by virtue of such breach or default. No act or thing done by District or District's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by District.

9.7 **Interest**. Any installment or rent due under this Lease or any other sums not paid to District when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

9.8 **Waiver by Tenant**. Tenant's waiver of any breach by District of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.9 **Tenant Covenants and Agreements**. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expenses and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Tenant, then in addition to any other remedies provided herein, District may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as provided in this Lease or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by District on Tenant's behalf shall not give rise to any responsibility of District to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by District in connection therewith, together with interest at the maximum rate permitted by law from the date incurred or paid by County shall be deemed to be additional rent hereunder and shall be paid by Tenant with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE X
HOLDING OVER

If Tenant holds over after the expiration or earlier termination of the Term hereof without the express written consent of District, Tenant shall become a Tenant at sufferance only, at a annual rental rate equal to the greater of (i) one hundred fifty percent (150%) of the last Annual Rental in effect, or (ii) the then fair market rental value of the Premises, and otherwise subject to the terms, covenants and conditions herein specified. Acceptance by District of Rent after such expiration or earlier termination shall not result in an extension of this Lease. If Tenant fails to surrender the Premises and the improvements upon the expiration of this Lease despite demand to do so by District, Tenant shall indemnify and hold District and District harmless from all loss or liability, including any claim made by any succeeding tenant founded on or resulting from such failure to surrender and any attorneys' fees and costs incurred by District.

ARTICLE XI
ESTOPPEL CERTIFICATES

At any time and from time to time, within ten (10) business days after written request by either District or Tenant (the "**requesting party**"), the other party (the "**responding party**") shall execute, acknowledge and deliver an estoppel certificate addressed to the requesting party, and/or to such other beneficiary (as described below) as the requesting party shall request, certifying (i) that this Lease is in full force and effect, (ii) that this Lease is unmodified, or, if there have been modifications, identifying the same, (iii) the dates to which Rent has been paid in advance, (iv) that, to the actual knowledge of the responding party, there are no then existing and uncured defaults under the Lease by either District or Tenant, or, if any such defaults are known, identifying the same, and (v) any other factual matters (which shall be limited to the actual knowledge of the responding party) as may be reasonably requested by the requesting party. Such certificate may designate as the beneficiary thereof the requesting party, and/or any third party having a reasonable need for such a certificate (such as, but not limited to, a prospective purchaser, transferee or lender).

ARTICLE XII
FORCE MAJEURE

Unless otherwise specifically provided herein, the period for performance of any nonmonetary obligation by either party shall be extended by the period of any delay in performance caused by Acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of electric power, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Premise from being operated in accordance with this Lease, or other reasons beyond the reasonable control of District, Tenant, or their respective agents or representatives (collectively, "**Force Majeure Events**"). In no event, however, shall Force Majeure Events include the financial inability of a party to this Lease to pay or perform its obligations hereunder. Further, nothing herein shall extend the time for performance of any monetary obligation owing under this Lease (including Tenant's obligation to pay Rent owing hereunder).

ARTICLE XIII
OPERATIONAL OBLIGATIONS OF TENANT

13.1 **Standards of Operation**.

13.1.1. Tenant shall operate the Premises in a manner reasonably comparable to other comparable facilities or businesses within the County of San Bernardino. Tenant shall at all times during the Term provide adequate security measures to reasonably protect persons and property on the Premises, including a patrol of all areas in the Premises for the purpose of preserving order and preventing theft, vandalism, or other improper or unlawful use of the Premises or any of the facilities.

13.1.2. The ultimate purpose of this Lease is to promote the development of open space for park purposes by the City of Chino. Accordingly, Tenant covenants and agrees to operate said Premises fully and continuously to accomplish said purposes and not to abandon or vacate the Premises at any time.

13.1.3. The facilities on the Premises shall be operated during normal business hours, subject to any temporary interruptions in operations or closures due to ordinary maintenance and repair and any Force Majeure Event, defined in Article XII above.

13.2 **Protection of Environment**. Tenant shall take all reasonable measures available to:

13.2.1. Avoid any pollution of the atmosphere or littering of land or water caused by or originating in, on, or about Tenant's facilities.

13.2.2. Maintain a reasonable noise level on the Premises so that persons in the general neighborhood will be able to comfortably enjoy the other facilities and amenities in the area.

13.2.3. Prevent the light fixtures of the Premises from emitting light that could negatively affect the operation of cars, boats, or airplanes in the area.

13.2.4. Prevent all pollutants from Tenant's operations on the Premises from being discharged, including petroleum products of any nature, except as may be permitted in accordance with any applicable permits. Tenant and all of Tenant's agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter the municipal storm drain system (including but not limited to curbs and gutters that are part of the street systems), or directly impact receiving waters (including but not limited to rivers, creeks, streams, estuaries, lakes, harbors, bays and the ocean), except as may be permitted by any applicable permits. Tenant shall be responsible for maintenance of all drainage and storm drain facilities constructed by the Tenant within the Premises.

13.2.5. The District may enter the Premises and/or review Tenant records at any time to ensure that activities conducted on the Premises comply with the requirements of this Section.

ARTICLE XIV
BEST MANAGEMENT PRACTICES

14.1 Tenant and all of Tenant's, subtenant, agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

14.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**District Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The District Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

14.3 To assure compliance with the Stormwater Permits and water quality ordinances, the District Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the District's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

14.4 BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as **Exhibit B**. These BMP Fact Sheets may be modified during the term of the Lease; and the Chief Real Estate Officer shall provide Tenant with any such modified BMP Fact Sheets. Tenant, its agents, contractors, representatives and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

14.5 Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Chief Real Estate Officer for review and approval prior to implementation.

14.6 Chief Real Estate Officer may enter the Premises and/or review Tenant's records at any reasonably time during normal business hours to ensure that activities conducted on the Premises comply with the requirements of this Section. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Section.

ARTICLE XV
GENERAL CONDITIONS & MISCELLANEOUS PROVISIONS

15.1 **Signs.** Tenant agrees not to construct, maintain, or allow any signs, banners, flags, etc. having permanent or semi-permanent foundations or attachments upon the Premises, except as allowed by the City's Sign Code (Chapter 16 CMC) and approved by the District. All signage of any kind shall be compliant with the City's Sign Code. Any deviation from the Sign Code shall be approved in writing in advance by Chief Real Estate Officer, which approval may be withheld in the sole and absolute discretion of the Chief Real Estate Officer. Tenant further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises except as otherwise permitted under this Section 15.1. Unapproved or noncompliant signs, banners, flags, etc. may be removed by Chief Real Estate Officer without prior notice to Tenant.

15.2 **Nondiscrimination.** Tenant agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease.

15.3 **Taxes and Assessments**. Pursuant to California Revenue and Taxation Code Section 107.6, Tenant is specifically informed that this Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Tenant, and Tenant shall cause said taxes and assessments to be paid promptly.

15.4 **Quitclaim of Interest upon Termination**. Upon execution of this Lease, Tenant shall execute, acknowledge, and deliver to District, within thirty (30) days a good and sufficient deed, in a form as approved by the Chief Real Estate Officer, whereby all right, title, and interest of Tenant in the Premises is quitclaimed to District ("**Quitclaim Deed**"). The Quitclaim Deed shall be retained by the Chief Real Estate Officer for the Term and shall be recorded in the event of the termination of this Lease for any reason to remove any cloud on title created by this Lease.

15.5 **Public Records**. Tenant acknowledges that any written information submitted to and/or obtained by District from Tenant or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise is a public record open to inspection by the public pursuant to the California Records Act (Government Code §6250, *et seq*.) as now in force or hereafter amended, or any Law in substitution thereof, or otherwise made available to the public, unless such information is exempt from disclosure pursuant to the applicable sections of the California Records Act. In the event that a public records act request is made for any financial statements and records (not including Gross Receipts Statements) and the District determines that the records must be turned over, the District will give Tenant fifteen (15) days written notice prior to turning over such records so that Tenant can take any necessary action.

15.6 **Attorney's Fees**. In any action or proceeding brought to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

15.7 **Right to Work and Minimum Wage Laws**.

15.7.1. In accordance with the United States Immigration Reform and Control Act of 1986, Tenant shall require its employees that directly or indirectly service the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Tenant shall also require and verify that its contractors or any other persons servicing the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

15.7.2. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Tenant shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Tenant shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Tenant also pay their employees no less than the greater of the Federal or California Minimum Wage.

15.7.3. Tenant shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

15.8 **Declaration of Knowledge by Tenant**. Tenant warrants that Tenant has carefully examined this Lease and by investigation of the site and of all matters relating to the Lease arrangements has fully informed itself as to all existing conditions and limitations affecting the construction of the Lease improvements and business practices required in the operation and management of the uses contemplated hereunder.

15.9 **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of California.

15.10 **Venue.** The Parties hereto agree that this Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

15.11 **Headings and Titles**. The captions of the Articles or Sections of this Lease are only to assist the parties in reading this Lease and shall have no effect upon the construction or interpretation of any part hereof.

15.12 **Interpretation**. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "**Tenant**" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. In any provision relating to the conduct, acts or omissions of District, the term "**District**" shall include District's agents, employees, contractors, invitees, successors or others using the Premises with District's expressed or implied permission.

15.13 **Ambiguities**. Each party hereto has reviewed this Lease with legal counsel, and has revised (or requested revisions of) this Lease based on the advice of counsel, and therefore any rules of construction

requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Lease or any exhibits hereto.

15.14 **Successors and Assigns**. Except as otherwise specifically provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

15.15 **Time is of the Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.16 **Severability**. If any term or provision of this Lease is held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.17 **Integration**. This Lease, along with any exhibits, attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between District and Tenant relative to the leasing of the Premises. This Lease and such exhibits, attachments and other documents may be amended or revoked only by an instrument in writing signed by both District and Tenant. District and Tenant hereby agree that no prior agreement, understanding or representation pertaining to any matter covered or mentioned in this Lease shall be effective for any purpose.

15.18 **Notices**. Unless otherwise expressly stated in this Agreement, all notices under this Agreement shall be effective upon (i) personal delivery, (ii) e-mail transmission, (iii) one (1) business day after deposit with an overnight courier service (e.g., Federal Express), or (iv) three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the applicable Party as follows:

If to District:

Orange County Flood Control District
c/o CEO Real Estate
Attn: Chief Real Estate Officer
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701

With a copy to:

Orange County Flood Control District
c/o OC Public Works
Attn: Director
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701

If to Tenant:

City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: City Manager

Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

15.19 **Amendments**. This Lease is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this Lease shall be in writing and shall be properly executed by both Parties.

15.20 **Dispositions of Abandon Property**. If Tenant abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at District's option, be deemed to have been transferred to District. District shall have the right to remove and to dispose of such property at Tenant's cost, including the cost of labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of such costs without liability therefor to Tenant or to any person claiming under Tenant, and shall have no need to account therefor. Such costs shall be deducted from any security deposit of Tenant, or at Chief Real Estate Officer's option, Chief Real Estate Officer may provide Tenant with an invoice for such costs, which invoice Tenant agrees to pay within fifteen (15) days of receipt.

15.21 **No Partnership**. This Lease shall not be construed to constitute any form of partnership or joint venture between District and Tenant. District and Tenant mutually acknowledge that no business or financial relationship exists between them other than as District and Tenant, and that District is not responsible in any way for the debts of Tenant or any other party.

15.22 **Authorization**. District and Tenant (each, a "**signing party**") each represents and warrants to the other that the person or persons signing this Lease on behalf of the signing party has full authority to do so and that this Lease binds the signing party. Concurrently with the execution of this Lease, each signing party shall deliver to the other a certified copy of a resolution of the signing party's board of directors or other governing board authorizing the execution of this Lease by the signing party.

15.23 **Recording**. This Lease shall not be recorded.

15.24 **Exhibits**. This Lease contains the following exhibits, schedules and addenda, each of which is attached to this Lease and incorporated herein in its entirety by this reference:

Exhibit A: Legal Description of the Premises
Exhibit A-1: Rendering of the Premises
Exhibit B: Best Management Practices Fact Sheets

15.25 **Consent/Duty to Act Reasonably**. Except as otherwise expressly provided herein, whenever this Lease grants District or Tenant the right to take any action, grant any approval or consent, or exercise any discretion, District and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the other Party's reasonable expectations concerning the benefits to be enjoyed

under this Lease, provided that the foregoing shall only apply to the District when acting in its proprietary capacity as owner of the Premises and not as a government agency with jurisdiction over the Premises.

15.26 **Counterparts**. For the convenience of the parties to this Lease, this Lease may be executed in several original counterparts, each of which shall together constitute but one and the same agreement. Original executed pages may be assembled together into one fully executed document.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Deputy

Date _____

TENANT

a _____

By:

By: _____
Name:
Title:

By: _____
Name:
Title:

DISTRICT

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a political subdivision of the State of California

_____
Thomas A. Miller, Chief Real Estate Officer
Orange County, California
Pursuant to Minute Order dated 10/25/2016

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[to be attached]

Assessor Parcel Numbers:
1033-082-04
1033-082-09
1033-082-10
1033-081-06
1033-081-07
1033-081-08
1033-091-01
1057-211-05

EXHIBIT A-1

RENDERING OF THE PROPERTY



ID	APN
1	1033-082-04-0000
2	1033-082-09-0000
3	1033-082-10-0000
4	1033-081-06-0000
5	1033-081-07-0000
6	1033-081-08-0000
7	1033-091-01-0000
8	1057-211-05-0000

EXHIBIT B

BEST MANAGEMENT PRACTICES
("BMPs" Fact Sheets)

Best Management Practices can be found at: https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/documents/best-management-practices-bmp which website may change from time to time.

TENANT shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this TENANT's operations. TENANT is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease. Although the Harbor is not the TENANT's leased Premises, BMPs apply to the TENANT's defined Premises and BMPs also apply to the TENANT in their conducting business operations throughout the Harbor.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at:
https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/unincorporated-countywide-compliance/Industrial-Commercial (which website may change from time to time):
IC3 Building Maintenance
IC4 Carpet Cleaning
IC6 Contaminated or Erodible Surface Areas
IC9 Outdoor Drainage from Indoor Areas
IC10 Outdoor Loading/Unloading of Materials
IC12 Outdoor Storage of Raw Materials, Products, and Containers
IC14 Painting, Finishing, and Coatings of Vehicles, Boats, Buildings, and Equipment
IC17 Spill Prevention and Cleanup
IC21 Waste Handling and Disposal
IC22 Eating and Drinking Establishments
IC23 Fire Sprinkler Testing/Maintenance
IC24 Wastewater Disposal Guidelines

EXHIBIT H

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This is a Memorandum of Lease ("**Memorandum**") made and entered into as of this _____ day of _____, 20___, by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("**District**"), and **_____,** ("**Tenant**"), residing at _____, upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated _____ ("**Lease**"), are hereby incorporated by reference into this Memorandum.

2. **Subject Premises.** The Premises which are the subject of the Lease are more particularly described as on Exhibit A, attached hereto

3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced _____ as set forth within the terms of the Lease.

4. **Term.** The Term of the Lease shall be _____ years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on _____. Tenant shall have the right to extend the term of the Lease by _____ extension periods of _____ years each or in any other such manner as prescribed in the Lease.

5. **Duplicate Copies** of the originals of the Lease are in the possession of the District and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for District and Tenant are as follows:

DISTRICT:

TENANT:

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum o is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between District and Tenant with respect to the Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

DISTRICT:

By: _____

Name: _____
Title: _____

TENANT:

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award of Contract – City Owned Building Restoration Project – 5210 D Street.

RECOMMENDATION

1) Approve the rejection of the non-responsive bid received from Estate Design & Construction; 2) award a construction contract to Oak Hollow Restoration, Inc. for the Project (IB259) in the amount of $466,007; 3) authorize expenditures of up to $46,600 for project construction contingencies, for a potential not-to-exceed contract amount of $512,607; 4) appropriate $362,607 to the Building Management Fund with a year-end transfer from the General Fund balance; and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an additional appropriation of $362,607 to the Building Management Fund 650 with a corresponding year-end transfer from General Fund balance. There is sufficient General Fund balance for this project.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure: 65083101-43650-IB259
Transfer In:	Transfer Out:

BACKGROUND

The City owned building located at 5210 D Street is constructed of brick masonry and has begun to show signs of degradation, such as the loss of material at mortar joints and failure of individual masonry units. This type of material failure is a common condition for historic brick buildings. Sacrificial mortar joints serve to protect the individual masonry units as the structure moves. Over time, the mortar has deteriorated to such a degree that bricks are no longer adequately held in place. According to the U.S. Department of the Interior Heritage Preservation Services, the appropriate corrective action is to remove and replace the existing mortar. This process is known as "re-pointing", which restores the visual and physical integrity of the building. The City owned building is currently leased by Owen's Bistro, a food service establishment, and operates as an independent for-profit venture.

ISSUES/ANALYSIS

On May 22, 2025, the City issued Invitation for Bids (IFB No. 2025-0014) for "Owen's Bistro Restoration Project" via PlanetBids, in accordance with the City's procurement policies and the Public Contract Code. By the stated deadline of June 3, 2025, the City received two (2) bids. The results were as follows:

Bid Results:

CONTRACTOR	COST
Estate Design & Construction	$284,900.01 (Non-Responsive)
Oak Hollow Restoration	$466,007.00

Oak Hollow Restoration, Inc. was determined to be the lowest responsive and responsible bidder. Staff recommends awarding a $466,007 contract for the Project (IB259) to Oak Hollow Restoration, per bid specifications and cost-effectiveness.

Estate Design & Construction was deemed non-responsive for failing to adhere to the bid requirements.

Staff further requests authorization of contingency funds in the amount of $46,600 (10%), in accordance with the Public Contract Code, for unforeseen site conditions or reasonable design modifications, bringing the total potential contract amount to $512,607.

Construction Contract Cost Summary	
Project (IB259)	$466,007
Project Contingencies	$46,600
Total Contract Amount	$512,607

Funding Summary	
Building Management Fund 650	$150,000
Additional Appropriation from the General Fund Reserves – 100	$362,607
Total Project Funding Summary	$512,607

Attachment: Oak Hollow Restoration, Inc. – Agreement & Proposal

Contract No.: _____
Approved: _____

AGREEMENT

"OWEN'S BISTRO RESTORATION PROJECT (IB259)"

THIS AGREEMENT is made and entered into this 2nd day of September, 2025 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called "**City**", and OAK HOLLOW RESTORATION, INC., hereinafter called "**Contractor**".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled "**OWEN'S BISTRO RESTORATION PROJECT (IB259)**" in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of Four Hundred Sixty-Six Thousand Seven Dollars and No Cents ($466,007.00) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within thirty (30) working days from the date on which the work was started. If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, "**Contract Documents**") are hereby incorporated into and made part of this

Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

City Attorney

Approved as to Content:

Silvia Avalos, Director of Community Services, Parks & Recreation

CONTRACTOR

Dated: _____

By: _____
(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Dr. Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

BID PROPOSAL DOCUMENTS

All documents provided in Section C, including this page, must be completed. Unless otherwise specified, all Bid Proposal documents must be submitted to be considered for award for this bid solicitation.

1. Bid Proposal Documents and Certification C-1
2. Bid Schedule C-2
3. Addenda Acknowledgement C-6
4. List of Subcontractors C-7
5. Bid Bond C-8
6. Non-Collusion Declaration C-9
7. Certification of Non-Discrimination by Contractors C-10
8. Worker's Compensation Insurance Certificate C-11
9. Certificate of Site Examination C-12
10. Information to Comply with Labor Code 2810 ..... C-13
11. Iran Contracting Act of 2010 Compliance Affidavit C-14
12. Statement of Bidder: Qualification and Experience Statement C-15
13. Compliance with Applicable Laws, Rules, Regulations and Ordinances C-16

I, Troy Parry (Bidder), certify that all of the above required documents have been completed. I also understand that failure to submit a completed bid package (fully completed and executed) will result in rejection of bid.

BIDDER INFORMATION

The following information will be used for statistical analysis only:

Is the Bidder a Disadvantaged Business (DBE)? _____ If yes, Certification No. _____
Is the Bidder a Minority-Owned Business? _____ Which racial minority? _____
Is the Bidder a Women-Owned Business? _____
Is the Bidder a certified Small Business? _____ If yes, Certification No._____

Dated 6/19/25

Oak Hollow Restoration Inc.
(Bidder)

(Signature)

Troy Parry
(Printed Name)

Secretary
(Title)

BIDDER'S NAME: Oak Hollow Restoration, Inc.

In accordance with the Notice Inviting Bids for this Work in the City of Chino, California, Bidder offers to furnish all necessa labor, tools, materials, appliances and equipment for and to perform all Work mentioned in the Notice Inviting Bids, in t compliance with all documents, including plans, specifications, attachments and exhibits at the prices listed below. **If nig work is approved by the Project Manager, the Contractor shall not receive any additional compensation.**

Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparis of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Wo

BID SCHEDULE

Owen's Bistro Restoration Project

Project No.: IB259

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL CO
1	Work under this item includes furnishing all labor, material, and equipment to **mobilize and demobilize**, provide cleanup of construction site, provide all bonds, insurances and multiple move-ins/relocations. Provide project phasing as needed to minimize disruption to residents and businesses. Provide continuous water service including all costs of highlining utility services as required. Public Work permits and fees in the City of Chino. This bid item also includes all items as necessary to complete the Project Work from the General Provisions which are not contained within the itemized Bid Schedule below. (When amount exceeds 5% of the total bid will be paid over the term of the contract.) Complete for the lump sum price of:	1	LS	$ $85,000	$ $85,000
2	No fee permit & compliance	1	LS	$ Ø	$ Ø
3	Furnish all labor, material, and equipment as required to provide **safety and traffic control for pedestrian and vehicles** including traffic control per the WATCH Manual, warning signs, high level warning devices, delineators, regulatory signs, and barricades, and complete for the lump sum price of:	1	LS	$ $8,500	$ 8,500
4	Scaffolding, plastic sheeting, fans, blowers, filtration, particulate respirators and all other materials that maybe needed to isolate the workspace, sequester dust and debris, and ensure the restaurant remains operational during construction.	1	LS	$ $13,030	$ 13,030
5	Personal protective equipment such as respirators and all other items that maybe required in order to comply with Department of Industrial Relations and Cal OSHA standards for worker health and safety.	1	LS	$ $5,620	$ 5,620
6	Mortar sampling and laboratory analysis (ASTM C1324), preparation of test panel mockup (4'x4').	1	LS	$ 4,560	$ 4,560

	Demolition/Removal				
7	Masonry surface cleaning (non-abrasive, interior and exterior)	10,000	SF	$ 3.89	$ 38,900
8	Removal of deteriorated mortar (by hand tools, per Preservation Brief #2)	10,000	SF	9.27	92,700
9	Provide unit cost for mortar removal exceeding the 10,000 square foot base bid.	1	SF	$ 9.75	$ 9.75
	Restoration				
10	Repointing with compatible historic lime-based mortar, interior and exterior per methods described in Preservation Brief #2.	10,000	SF	$ 11.53	$ 115,300
11	Provide a unit price to repoint and restore existing interior and exterior brickwork in a manner consistent with the methods described in Preservation Brief # 2 for work exceeding the base bid.	1	EA	$ 12.25	$ 12.25
12	Moist curing and protection (shading, misting, temperature control)	10,000	SF	$ .80	$ 8,000
13	Brick unit replacement (only with prior approval)	50	LS	1,365	68,200
14	Brick unit replacement for quantities exceeding base bid with prior approval	1	EA	$ 1,365	$ 1,365
15	Project documentation (photos, reports, warranty, submittals	1	LS	$ 24,760	$ 24,760
	TOTAL BID PRICE IN NUMBERS (ITEMS 1 – 15)				$ 466,007.00

TOTAL BID PRICE IN WORDS: Four Hundred Sixty Six Thousand Seven Dollars and 00/100 —

Owen's Bistro Restoration Project
Project No.: IB259

ADDENDA ACKNOWLEDGEMENT/SIGNATURE

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

____ ____ ____ ____ ____ ____ ____

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Bidder certifies that Bidder has examined the site and that the Bid is complete. By signing below, Bidder certifies that the Contractor will not submit a claim based on failure to examine the site thoroughly.

Respectfully submitted,

T

Bidder Signature

6/19/25

Date

Troy Parry / ~~Owner~~ Secretary

Print Name / Title

Oak Hollow Restoration, Inc.

Legal Name of Company

444 Sixth St, Norco CA 92860

Business Address (Actual Address - Post Office Box)

951-595-2530

Telephone Number

Troy@OakHollowRestoration.com

Email Address

1051967

Contractor's License Number

1000364957

DIR Registration Number

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. The prime contractor shall also set forth hereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name, location of business, Department of Industrial Relations registration number, contractor license number, and the portion of work that will be done by each subcontractor, may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name: N/A — Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: $_____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: $_____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: $_____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: $_____

License No. _____ DIR Registration No. _____

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the Secretary of Oak Hollow Restoration, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/19/25 [Date], at Wildomar [City], CA [State].

CONTRACTOR

(Signature)

Troy Parry

(Printed Name)

Secretary

(Title)

Subscribed and sworn to before me this 19th day of June, 20 25 by Cheri Bower

Notary Public in and for the County of Riverside,
State of California.

My Commission Expires _____, 20__

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods and services to the City of Chino, the company listed below certifies that, except as permitted in Government Code section 12940, it does not discriminate in its employment on the basis of the race, 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 of any person; that it is in compliance with all federal, state, and local laws regarding non-discrimination in employment; and that it agrees to positively and aggressively pursue the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

COMPANY NAME Oak Hollow Restoration, Inc.

NAME OF PERSON SIGNING Troy Parry

TITLE OF PERSON SIGNING Secretary

SIGNATURE [signature]

DATE 6/19/25

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

Owen's Bistro Restoration Project

Project No.: IB259

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the State Labor Code which require every employer to be insured against liability for worker's 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 this contract.

DATE: 6/19/25

Oak Hollow Restoration, Inc.
CONTRACTOR

(Signature)

Troy Parry
(Printed Name)

Secretary
(Title)

Owen's Bistro Restoration Project

Project No.: IB259

CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid meeting of the site conducted by the City. Failure to attend the mandatory pre-bid meeting shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

5/29/25
Date of Site Examination

Oak Hollow Restoration, Inc
Bidder

Troy Parry
Printed Name of Bidder Representative

Signature of Representative

6/19/25
Date

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

a. Policy Number: [redacted]

b. Name of Insurer (**NOT** Broker): Ace American Insurance Co.

c. Address of Insurer: _____

d. Telephone Number of Insurer: _____

2) For vehicles owned by Contractor and used in performing work under this Contract:

a. VIN (Vehicle Identification Number): 66087

b. Automobile Liability Insurance Policy Number: [redacted]

c. Name of Insurer (**NOT** Broker): State Farm

d. Address of Insurer: _____

e. Telephone Number of Insurer: _____

3) Address of Property used to house workers on this Contract, if any: N/A

_____

4) Estimated total number of workers to be employed on this Contract: 6

5) Estimated total wages to be paid those workers: $78 per hr

6) Dates (or schedule) when those wages will be paid (Describe schedule: For example, weekly or every other week or monthly): weekly

7) Estimated total number of independent contractors to be used on this Contract: 1

8) Contractor's Taxpayer's Identification Number: [redacted]

IRAN CONTRACTING ACT of 2010 COMPLIANCE AFFIDAVIT
(Public Contract Code Sections 2202-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution information below:

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Oak Hollow Restoration, Inc.	*Federal ID Number (or n/a)* [redacted]
By (Authorized Signature) [signature]	
Printed Name and Title of Person Signing Troy Parry, Secretary	
Date Executed 6/19/25	*Executed in* Wildomar, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of five (5) projects of a type similar in magnitude and character to that contemplated under Project No: TBD within the past five (5) years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Chino.

1. Owner's Name: Joanna Miller
   Contact Person: Nick Runeare Phone: _____
   Address of Owner: _____
   Project Description: Disney Bungalow Restoration
   _____
   Amount of Contract: 3.5 million Completion Date: 12/24

2. Owner's Name: City of Aliso Viejo
   Contact Person: Jim Wilson Phone: _____
   Address of Owner: _____
   Project Description: Aliso Viejo Ranch Restoration
   _____
   Amount of Contract: 2.4 million Completion Date: 10/22

3. Owner's Name: City of Fullerton
   Contact Person: David Graham Phone: _____
   Address of Owner: _____
   Project Description: Restoration of Muckenthaler Center
   _____
   Amount of Contract: $100 K Completion Date: 6/25

Owen's Bistro Restoration Project

Project No.: IB259

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certified compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name/Company Name: Oak Hollow Restoration, Inc.

Address: 444 Sixth Street, Norco, CA 92860

Phone Number: 951-595-2530 Email: Troy@oakHollowRestoration.com

Name of Authorized Representative: Troy Parry

Title of Authorized Representative: Secretary

Signature of Authorized Representative: [signature]

Date: 6/19/25

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award a Construction Contract to R2Build for the Well 16 Upgrades Project (WA234).

RECOMMENDATION

1) Appropriate $774,707 from the Water Fund (Fund 520) and $200,000 from The Preserve Water Source, Storage and Distribution Development Impact Fee (Fund 261) for the Well 16 Upgrades Project (WA234), for a total project additional appropriation of $974,707 ; 2) approve the plans and specifications for construction as approved by the Director of Public Works; 3) approve the rejection of the non-responsive bid received from Estate Design & Construction; 4) award a construction contract to R2Build for the Well 16 Upgrades Project (WA234) for $967,000; 5) authorize up to $96,700 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $974,707. This includes an appropriation of $774,707 from the Water Fund (Fund 520), and an appropriation of $200,000 from The Preserve Water Source, Storage and Distribution Development Impact Fee (Fund 261). Sufficient fund balances are available in Funds 520 and 261. Expenditures incurred to date have covered costs for San Bernardino County Clerk filing, advertisement fees, and pump repair costs.

WA234 – Well No. 16 Upgrades Project				
Fund	**Adopted Budget**	**Expenditures**	**Appropriation**	**Available Budget**
520 - Water Fund*	$250,000	($79,507)	$774,707	$945,200
261- Preserve Water DIF	0	0	$200,000	$200,000
Total Available Budget	**$250,000**	**($79,507)**	**$974,707**	**$1,145,200**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure: 5207310 – 48005 | 48009 – WA234 & 2617005-48005-WA234
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino encompasses approximately 30 square-miles, with a water service area of 29 square-miles. According to the U.S. Census Bureau, Chino has an estimated current population of 93,114 (2023), with a projected 2040 population of 113,333 (Southern California Association of Governments - SCAG). The City water service area serves a population of approximately 84,560 and primarily follows the City boundary and includes two treatment plants and six active groundwater wells.

The City of Chino's Water Master Plan, updated in January 2022, prioritizes the essential infrastructure needed to augment the City's local groundwater supply. This infrastructure includes groundwater supply wells, water treatment facilities, reservoirs, pump stations, and transmission lines. In 2023, the City completed the Phase III expansion of the Eastside Water Treatment Facility (EWTF), which included the piping connection of Well No. 16 (located on site) as a supply source to the expanded treatment plant. Phase III expansion of the EWTF and Well No. 16 Upgrades were both designed by the City's Consultant, Hazen & Sawyer. These projects contribute to the City's timely delivery of the water supply to support the continued development in The Preserve area.

The City's Well No. 16 (Well 16) was designed to produce 1,200 gallons per minute (gpm) of water, treated on site at the EWTF. Well 16 has been inactive since 2019 due to impacts from contaminants and subsequent deterioration of the equipment. In 2023, a video survey was conducted and found that the casing was plugged, and observation of severe scaling was identified causing the motor pump to become inoperable. Expenditures were incurred to make repairs to the pump and enable this project to move forward. Moreover, this project includes installation of conduit, electrical and controller upgrades, instrumentation programming and preventative maintenance coatings to reduce future repair needs.

On November 1, 2022, City Council approved an amendment to the Professional Services agreement with Hazen and Sawyer in the amount of $67,176 for additional design of the Eastside Water Treatment Plant for the Well 16.

ISSUES/ANALYSIS

On May 21, 2025, the City issued an Invitation for Bids (IFB#2025-0013) "Well 16 Upgrades" on PlanetBids, in accordance with the City's procurement policies and the Public Contract Code. On June 4, 2025, staff held a non-mandatory pre-bid meeting located at the jobsite with six (6) contractors attending the meeting. By the stated deadline of June 18, 2025, the City received two (2) construction bids. The results were as follows:

Rank	Contractor	Location	Bid Amount
*N/A	Estate Design & Construction	Culver City, CA	$739,800
1.	R2Build	Laguna Hills, CA	$967,000

**Note: During bid evaluation, a discrepancy was identified with Estate Design & Construct*ion. *The lowest bid submitted by Estate Design & Construction is considered a non-responsive bid*

After evaluation of the bids, City staff identified R2Build as the lowest responsive and responsible bidder. Therefore, staff recommends that the City Council award a construction contract for $967,000 with R2Build for the Well 16 Upgrades Project (WA234). Staff also recommends that the City Council authorize up to $96,700 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code. Staff subsequently

reviewed the Contractor's licensing, bonding, references, and list of subcontractors submitted for the project, and found all bid submittal documentation to be satisfactory. The estimated project construction costs are itemized below:

Project Task	**Vendor**	**Total**
Construction	R2Build	$967,000
10% Construction Contingency (1)	As allowable per Public Contract Code	$96,700
Construction Management and Inspections Services (2)	Murow Development Consultants	$78,500
Estimated Administrative Soft Costs	Includes but is not limited to laboratory analysis for water quality testing and filing fees with the County	$3,000
	Estimated Total Construction Cost:	**$1,145,200**

Note: (1) Note that, as in all the City's public works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a public works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay on a construction project.
(2) This agreement was processed administratively under the City Manager's approval in accordance with the City's procurement policy.

This project is exempt from the California Environmental Quality Act (CEQA) according to Section 15301 (b) and (d) of the CEQA Guidelines. In compliance with CEQA Guidelines, a Notice of Exemption was filed with the San Bernardino County Recorder's Office.

Attachments: Exhibit A – Project Vicinity Map (WA234)
Exhibit B – Construction Agreement - R2Build

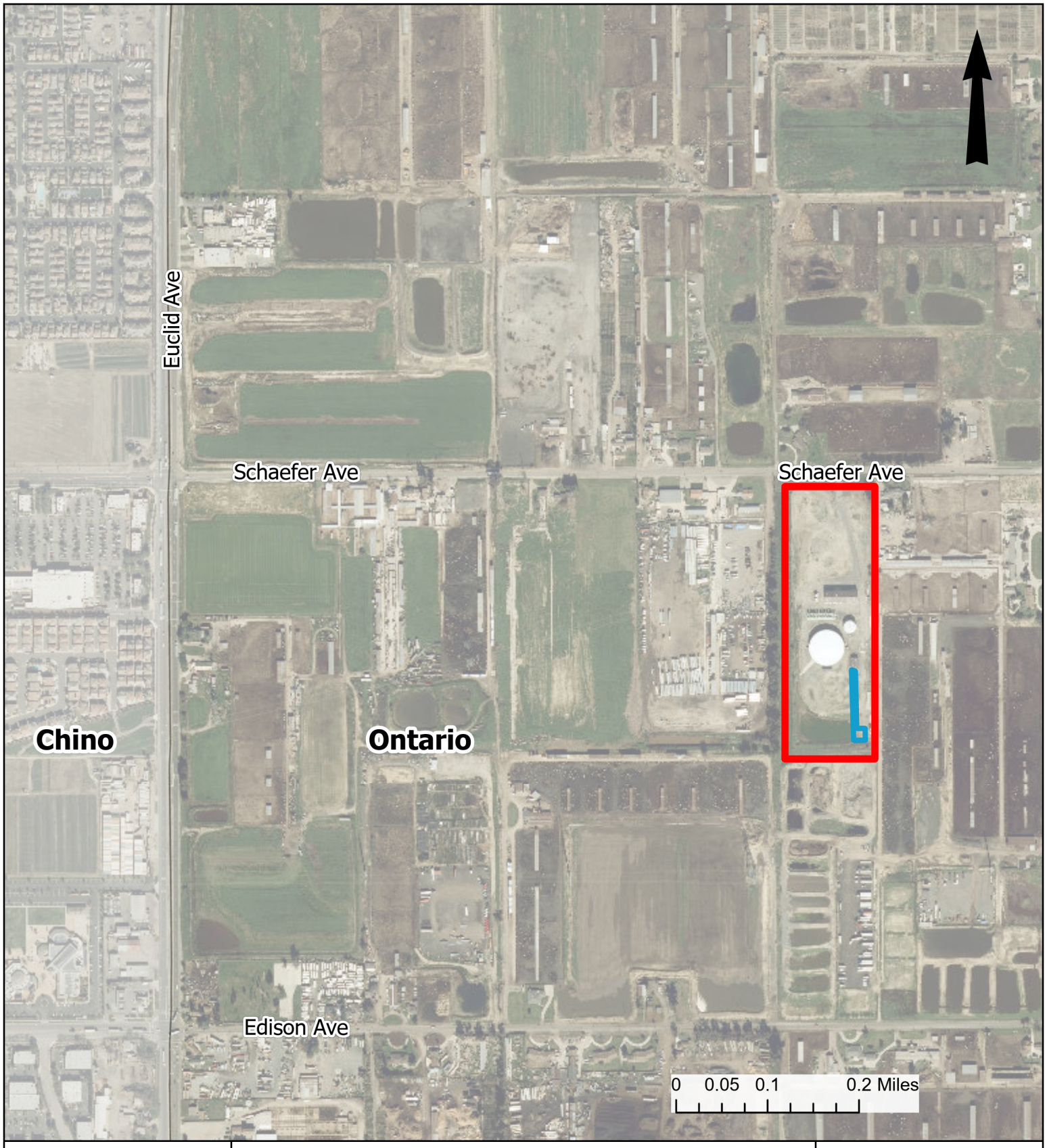


Exhibit A - Vicinity Map

WA234 - Well 16 Upgrade



Contract No.:_____
Approved:_____

AGREEMENT

WELL 16 UPGRADES PROJECT NO. WA234

THIS AGREEMENT is made and entered into this **2nd day of September, 2025**, by and between THE CITY OF CHINO, a municipal corporation, hereinafter called "City", and **R2Build**, hereinafter called "Contractor".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled **Well 16 Upgrades Project (WA234)** in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of **Nine Hundred Sixty-Seven Thousand Dollars and Zero Cents** (**$967,000.00**) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work within **fifty-five (55)** calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Two Hundred and Forty (240) calendar days** after the commencement date stated in the Notice to Proceed (NTP). The onsite construction work shall be completed as required by the Contract Documents within **One hundred twenty (120) consecutive working days** from the commencement of date stated in the Notice to Proceed for Construction. If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless

City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

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

Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

City Attorney

Approved as to Content:

Hye Jin Lee, PE
Director of Public Works

R2BUILD

Dated: _____ By: _____

(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Linda Reich
City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2025

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

FROM: **MAYOR PRO TEM CURTIS BURTON**

SUBJECT

Community Support Fund – Mayor Pro Tem Burton.

RECOMMENDATION

Approve community support fund contributions of $650 to Food for Life Ministry and $250 to the St. Margaret Mary School Car Show.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2034
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Mayor Pro Tem Burton recommends that the City Council approve the following contributions:

- Food for Life Ministry - $650: Provides food and resources to families in needing support.
- St. Margaret Mary School (Car Show) - $250: Offers excellence in academics with a family-valued environment, providing positive contributions to organizations in and around Chino.

By approving these contributions, Food for Life Ministry and St. Margaret Mary School (Car Show) will be better equipped to provide services to the Chino community. Therefore, as proposed by Mayor Pro Tem Burton, staff recommend that the City Council approve the community support contributions to Food for Life Ministry and St. Margaret Mary School (Car Show).