



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, OCTOBER 7, 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. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9. Number of Cases: One Case

2. LIABILITY CLAIMS

Pursuant to Government Code Section 54956.95 to consider the following Worker's Compensation Claim: Claimant: Todd Arnold Case Number(s): ADJ19707955 and ADJ9707954
Agency Claimed Against: City of Chino

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code 54956.8

Property: APN: 1014-052-04; 5349 E. Phillips Blvd., Chino

Agency Negotiator: Linda Reich, City Manager or her designee

Negotiating Parties: Christopher Thi

Under Negotiation: Price and Terms of Potential Acquisition

FLAG SALUTE

CEREMONIALS

Proclamations

World Homeless Day - Proclaim October 10, 2025 as World Homeless Day.

Domestic Violence Awareness Month - Proclaim October 2025 as Domestic Violence Awareness Month.

Community Planning Month - Proclaim October 2025 as Community Planning Month.

Presentations

General Plan Advisory Committee - Recognition of the General Plan Advisory Committee (GPAC) Members for their contributions to the 2045 General Plan Update.

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

- Francis Animal Hospital
- Bevy Beans Coffee

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

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 525089 to 525090, 7772270, 7772325 to 7772442, and Electronic Fund Transfers 7772271 to 7772724, totaling \$2,671,170.53.
2. Minutes. Approve Regular Meeting Minutes for (a) September 16, 2025, (b) May 2, 2023, and Special Meeting Minutes for (c) May 2, 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.
4. Falloncrest Development Agreement Annual Monitoring Report and Issuance of Certificate of Agreement Compliance. Accept the Annual Monitoring Report for the Falloncrest Development Agreement and Authorize the City Manager, or their Designee, to Issue a Certificate of Agreement Compliance.
5. Acceptance of Permanent Local Housing Allocation (PLHA) Standard Agreement. Accept the State of California PLHA funding Standard Agreement; establish a new Fund titled Acceptance of Permanent Local Housing Allocation; appropriate grant funds in the amount of \$804,163.00.
6. Federal Asset Forfeiture Funds - Aviation Safety and Operating Equipment Purchase (Federal Grant G4261). Establish the Federal Grant Number G4261 and appropriate \$85,000.00 from the available reserves of the Asset Forfeiture Fund-Dept of Justice Fund 120 for the purchase of aviation safety and operating equipment.
7. CalRecycle Grant and Payment Program Applications. Adopt Resolution No. 2025-066 authorizing submittal of applications to California Department of Resources Recycling and Recovery (CalRecycle) for various grants and payment programs.
8. Sale of Stored Groundwater Reserves to Niagara Bottling Company. Approve the sale of 2,000 acre-feet from the City's excess Carryover stored groundwater reserves to Niagara Bottling Company.
9. Shea Homes Limited Partnership - Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 5, 6 & 8). Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lots 5, 6 & 8), generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

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, October 21, 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, October 2, 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.



Natalie Gonzaga, City Clerk.

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

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Proclaim October 10, 2025 as World Homeless Day.

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

C H I N O *Proclamation*

WHEREAS, October 10, 2025, is observed as World Homeless Day to raise awareness about the needs of people experiencing homelessness. The initiative highlights opportunities for individuals, organizations, and communities to engage in efforts to address and respond to homelessness; and

WHEREAS, various circumstances can lead to financial hardships that often result in homelessness. In such situations, meeting basic needs becomes a struggle and opportunities to break the cycle of homelessness are limited. Homelessness remains a widespread issue across the United States and around the world; and

WHEREAS, everyone has a role to play in helping individuals and families experiencing homelessness achieve stability and success. It is essential that we show compassion for those less fortunate and participate in anti-poverty initiatives that support and uplift the homeless; and

WHEREAS, the City of Chino is actively addressing homelessness through coordinated outreach, strategic partnerships, and community engagement. Collaborations with San Bernardino County services, including the Department of Behavioral Health and the City and School District's HOPE Programs, have further advanced the City's mission to meet individuals where they are and support their transition into permanent housing; and

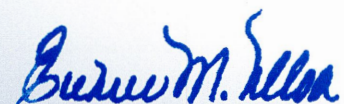
WHEREAS, in the past fiscal year alone, the Community Services, Parks & Recreation Homeless Outreach Team and the Police Department's Quality-of-Life Team have committed over 1,290 hours to assisting clients, cleared 34 encampments, served more than 220 individuals, and successfully helped 41 people exit the streets.

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim October 10, 2025 as:

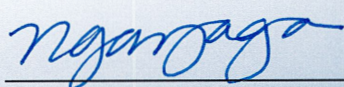
"WORLD HOMELESS DAY"

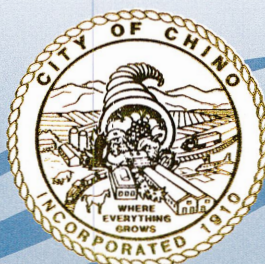
in the City of Chino and urge all citizens to acknowledge the needs of the less fortunate in our community and support the private and public nonprofit organizations committed to addressing those needs.

PRESENTED THIS 7TH DAY OF OCTOBER 2025.


EUNICE M. ULLOA, Mayor

ATTEST:


NATALIE GONZAGA, City Clerk



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

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Domestic Violence Awareness Month

C H I N O Proclamation

WHEREAS, 41% of women and 26% of men have experienced contact sexual violence, physical violence, or stalking by an intimate partner during their lifetime and reported a related impact; and

WHEREAS, domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, about 16 million women and 11 million men who reported experiencing intimate partner violence in their lifetime said that they first experience it before age 18; and

WHEREAS, victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so they can escape the cycle of abuse; and

WHEREAS, the House of Ruth provides life-saving domestic violence services for residents of Los Angeles and San Bernardino counties; and

WHEREAS, the City of Chino works closely with the County of San Bernardino to offer Choices Batterers' Treatment, a court-mandated program, to help individuals identify and manage anger issues; and

WHEREAS, the City of Chino is committed to working in partnership to increase public awareness of domestic violence and to eliminate it through prevention and education.

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

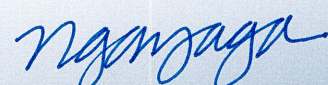
DOMESTIC VIOLENCE AWARENESS MONTH

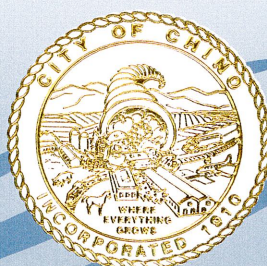
and urge all citizens to work towards the elimination of domestic violence in our community.

PRESENTED THIS 7TH DAY OF OCTOBER 2025.


EUNICE M. ULLOA, Mayor

ATTEST:


NATALIE GONZAGA, City Clerk



**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Community Planning Month

C H I N O *Proclamation*

***WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, rural areas, and other places; and*

***WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and*

***WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

***WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

***WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and*

***WHEREAS**, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and*

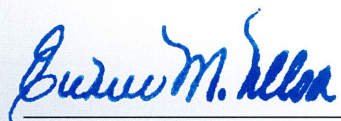
***WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Chino Planning Commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Chino; and*

***WHEREAS**, we recognize the many valuable contributions made by the professional city planners of the City of Chino and extend our heartfelt thanks for the continued commitment to public service by these professionals,*

***NOW, THEREFORE, I EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO,**
Do hereby proclaim October 2025, as*

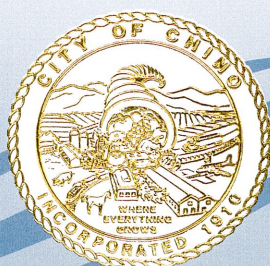
COMMUNITY PLANNING MONTH

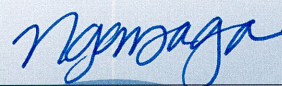
PRESENTED THIS 7TH DAY OF OCTOBER 2025.



Eunice M. Ulloa, Mayor

ATTEST:





Natalie Gonzaga, City Clerk

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

General Plan Advisory Committee

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 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: OCTOBER 7, 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
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 525089 to 525090, 7772270, 7772325 to 7772442, and Electronic Fund Transfers 7772271 to 7772324, totaling \$2,671,170.53.

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:
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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.	525089 – 525090*	09/05/25	24-25	\$5,288.34
2.	7772270	09/04/25	25-26	\$4,173.50
3.	7772271 – 7772324* EFT	09/12/25	25-26	\$1,408,907.69
4.	7772325 – 7772442	09/11/25	25-26	\$1,252,801.00
TOTAL				\$2,671,170.53

*Regular check numbers used on EFT and EFT numbers used on regular checks in error

ISSUES/ANALYSIS

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

Attachment

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

[illegible]

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Minutes.

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

TUESDAY, SEPTEMBER 16, 2025

MINUTES

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

CALL TO ORDER

The September 16, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 4:31 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.

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. 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

The City Council recessed to Closed Session at 4:32 p.m. and concluded at 5:59 p.m. The City Council reconvened the meeting at 6:07 p.m.

FLAG SALUTE

Chino Cub Scout Pack 205 led the Pledge of Allegiance.

CEREMONIALS

Proclamations

Making Strides Against Breast Cancer Day - Proclaim October 4, 2025 as Making Strides Against Breast Cancer Day in the City of Chino.

Mayor Ulloa read into the record the Proclamation designating October 4, 2025 as Making Strides Against Breast Cancer Day in Chino. Janet Howe, Event Lead, and Ed Zapiain, Event Co-Lead, Making Strides Against Breast Cancer, accepted the Proclamation. Ms. Howe welcomed everyone to join the Making Strides Against Breast Cancer Walk at City Hall on October 4, 2025.

Mayor Ulloa announced the Chino Police Department will be proudly wearing commemorative pink patches on their uniforms starting October 1 to raise awareness for breast cancer. The patches will be available for purchase at the Police Department front counter or at upcoming community events for \$10. Shirts will also be available for purchase online for \$25 at chinopdfindacure.itemorder.com.

Police Chief Mensen announced this year's patch features the Chino Police SWAT patches in pink and the proceeds will benefit the Loma Linda Cancer Care Center.

Presentations

Retirement Recognition - Recognition of Chino Finance Department Employee Caryl Wheeler in recognition of 26 years of dedicated service to the City of Chino.

Mayor Ulloa presented the City tile to Caryl Wheeler, Management Analyst, in recognition of her retirement from the City. Ms. Wheeler was also presented with a certificate in honor of her retirement from the office of California State Senator Susan Rubio.

City of Chino Finance Department Purchasing Division Recognition - Achievement of Excellence in Procurement Award for 2025.

Mayor Ulloa presented a Certificate of Recognition to the Finance Department Purchasing Division for being awarded the Achievement of Excellence in Procurement Award for 2025. Jizelle Sandoval, Purchasing Manager, Kim Sao, Director of Finance, and Sheri Beckett, Budget Manager, were present to accept the recognition.

REPORT OUT OF CLOSED SESSION

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

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 Title: City Manager

The City Council held a discussion, conducted the performance evaluation, and no further reportable action was taken.

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

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

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

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.

INFORMATION

External Agency Report for September 16, 2025. Receive and file the External Agency Report for September 16, 2025 (Covering Meetings from July 1 - July 31, 2025).

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa announced the following community events:

- Stueve Family Park Grand Opening is at 9:00 a.m. on Saturday, September 20, 2025, at 16050 East Preserve Loop.

- Inclusion Community Celebration is on Saturday, September 27, 2025, from 10:00 a.m. - 2:00 p.m., at the Neighborhood Activity Center, 5201 D Street. To register, visit cityofchino.org/inclusion.

- The City of Chino is holding a Donation Drive for new pet-related items to benefit the animals at the Animal Resource Center of the Inland Empire (ARC). Donation collection bins are located at City facilities. For more information, visit cityofchino.org/ARC.

PUBLIC COMMENTS

Pastor Danny Unterkofler, Crosspoint Church, provided the invocation.

Miguel Navar, U.S. Army Chino Hills Career Center Representative, spoke regarding an interest to partner with the City regarding employment opportunities to service members exiting the Army and Reservists.

Andrew Coleman, Teamsters Local 1932 Union Representative, thanked the City Council for their guidance in helping reach a final agreement.

Paola Reyes, Community Engagement Intern with the Chino Valley Chamber of Commerce, spoke regarding her experience in her legislative advocacy role and provided updates on upcoming events.

Felipe Barajas, Chino resident and owner of Roosty's BBQ, spoke regarding his experience with the CORE Academy.

James Janosky, Leadership Intern with the Chino Valley Chamber of Commerce, spoke regarding his internship role and provided updates on upcoming events.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7771996 to 7772269, and Electronic Fund Transfers 524989E to 525087E totaling \$5,249,058.49
2. Minutes. Regular Meeting Minutes for (a) September 2, 2025 (Mayor Ulloa Absent-Excused) and (b) April 18, 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.
4. Report on Priority State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated September 16, 2025, the Tracked State Legislation Report; and Position Letters on Legislation for September 16, 2025.
5. 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER). Receive and file the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER).
6. Adoption of Ordinance No. 2025-006 (Second Reading), Amending Title 20 (Zoning), Chapter 20.03 (Zoning Districts and Zoning Map) of the Chino Municipal Code. Approve the adoption of Ordinance No. 2025-006, amending 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.
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
7. Approve Revisions to Job Descriptions Based on Citywide Classification and Compensation Study. Adopt Resolution No. 2025-057 approving updated job descriptions as a result of the Citywide Classification and Compensation Study.
8. Memorandum of Understanding, Compensation, and Salary Adjustments - Teamsters Local 1932 Professional, Technical and Clerical Unit. Approve Resolution No. 2025-064 approving the MOU with Teamsters; Resolution No. 2025-065 to amend the City Classification and Compensation Schedules; and Appropriations in the amount of \$365,445.42 to various funds for FY 2025-26.
9. Adoption of 2025 Local Hazard Mitigation Plan Update. Adoption of Resolution No. 2025-060 (rescinding 2018-022), approving the City of Chino's 2025 Local Hazard Mitigation Plan Update and authorizing future non-substantive amendments to the plan.
10. Professional Service Agreement - Southstar Engineering and Consulting, Inc. for Civil Engineering Design Services for the Sewer Line Rehabilitation Fiscal Year 2026 Project (SW260). Award a Professional Service Agreement to Southstar Engineering, Inc. for Civil Engineering Design Services for the Sewer Line Rehabilitation Fiscal Year 2026 Project (SW260) for \$363,990.
11. Adoption of the Measure I Five-Year Capital Project Needs Analysis (CPNA) for FY 2026/2027 – 2030/2031. Adopt Resolution No. 2025-059, approving the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2026/2027 to 2030/2031.

12. Final Acceptance of Public Improvements for Site Approval PL20-0029 located at 13404 Yorba Avenue. Accept public improvements as complete for PL20-0029 (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.
13. Public Improvement Agreement with Chaffey Community College District for public improvements generally located at the intersection of Satterfield Way and Eucalyptus Avenue. Approve the Public Improvement Agreement and associated securities with Chaffey Community College District for public improvements generally located at the intersection of Satterfield Way and Eucalyptus Avenue.
14. 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 12058 Roswell Avenue (proposed Accessory Dwelling Unit (ADU) and primary residence) within the City of Chino's Sphere of Influence. Adopt Resolution No. 2025-062 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; request approval from LAFCO for sanitary sewer service for the property at 12058 Roswell Avenue.
15. 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 13140 Roswell Avenue (new Accessory Dwelling Unit and primary residence) within the City of Chino's Sphere of Influence. Adopt Resolution No. 2025-063 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; request approval from LAFCO for sanitary sewer service for the property at 13140 Roswell Avenue.
16. 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 13252 Roswell Avenue (new Accessory Dwelling Units and primary residence) within the City of Chino's Sphere of Influence. Adopt Resolution No. 2025-061 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; request approval from LAFCO for sanitary sewer service for the property at 13252 Roswell Avenue.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to approve the Consent Calendar items 1-16 as presented.

Mayor Ulloa abstained from the vote on Consent Calendar Item No. 2.

The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

17. Appeal of Planning Commission action approving the Chino Gateway Terminal Project. Adopt Resolution No. 2025-058, denying the appeal and thereby upholding the approval of PL24-0097, PL24-0098, and PL24-0120, based upon the findings and subject to the departmental conditions of approval.

Staff Report By: Kim Le, Senior Planner

RECOMMENDATION: Conduct a Public Hearing; Adopt Resolution No. 2025-058, denying the appeal and thereby upholding the approval of PL24-0097 (Special Conditional Use Permit), PL24-0098 (Site Approval) and PL24-0120 (Special Conditional Use Permit), based upon the findings and subject to the departmental conditions of approval.

Mayor Ulloa opened the public hearing.

Kim Le, Senior Planner, provided a report on the item, noting staff received a lengthy email correspondence from the appellant, introducing new evidence that was not part of the original appeal. She stated the applicant is requesting the public hearing be continued to the October 21, 2025, City Council meeting.

Henry Hong, applicant, expressed support to continue the public hearing to the October 21, 2025, City Council meeting, to allow additional time to review the information provided and prepare a response.

Hayley Uno, Lozeau Drury LLP, appellant representative, Supporters Alliance for Environmental Responsibility, expressed support for continuing the public hearing to October 21, 2025.

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to continue the Public Hearing for Item 17 to the October 21, 2025, Regular City Council Meeting. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

18. 2025 Americans with Disabilities Act (ADA) Annual Report. Receive and file the 2025 Americans with Disabilities Act (ADA) Annual Report.

Staff Report By: Lisa Almilli, Citywide Accessibility Coordinator

RECOMMENDATION: Receive and file the 2025 ADA Annual Report which documents the accessibility improvements completed in FY24 and FY25, outlines minor revisions to the schedule for future projects, and provides an overview of accessibility projects planned for FY26.

Lisa Almilli, Citywide Accessibility Coordinator, provided a report on the item.

Motion by Council Member Comstock, seconded by Council Member Flores, to Receive and file the 2025 ADA Annual Report which documents the accessibility improvements completed in FY24 and FY25, outlines minor revisions to the schedule for future

projects, and provides an overview of accessibility projects planned for FY26. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

19. Construction credit/reimbursement agreement with Lennar Homes of California, a California corporation for the construction of public improvements for Tract Map No. 18972 (University Park). Approve Construction Reimbursement Agreement - Tract Map No.18972 Lennar Homes of California.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator

RECOMMENDATION: 1) Appropriate and authorize the reimbursement of \$302,591.16 from the Citywide Circulation (Streets, Signals & Bridges) Development Impact Fee Fund 220; 2) appropriate and authorize the reimbursement of \$250,428.00 from the Citywide Water Source Storage and Distribution Development Impact Fee Fund 253; 3) approve a Construction Credit/Reimbursement Agreement with Lennar Homes of California, LLC, a California corporation, in an amount not to exceed \$553,019.16 for the construction of master-planned public facilities required as a condition of approval for Tract Map No. 18972; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City.

Sylvia Ramos, Contracts & DIF Administrator, provided a presentation on the item.

Motion by Council Member Flores, seconded by Council Member Lucio, to 1) Appropriate and authorize the reimbursement of \$302,591.16 from the Citywide Circulation (Streets, Signals & Bridges) Development Impact Fee Fund 220; 2) appropriate and authorize the reimbursement of \$250,428.00 from the Citywide Water Source Storage and Distribution Development Impact Fee Fund 253; 3) approve a Construction Credit/Reimbursement Agreement with Lennar Homes of California, LLC, a California corporation, in an amount not to exceed \$553,019.16 for the construction of master-planned public facilities required as a condition of approval for Tract Map No. 18972; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

20. Community Support Fund – Mayor Ulloa. Approve community support fund \$500 contribution to American Cancer Society for the Making Strides Against Breast Cancer Fundraiser.

Staff Report By: Mayor Eunice M. Ulloa

RECOMMENDATION: Approve community support fund contribution of \$500 to the American Cancer Society Making Strides Against Breast Cancer Fundraiser.

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to Approve community support fund contribution of \$500 to the American Cancer Society Making

Strides Against Breast Cancer Fundraiser. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa reported on the following meeting and events including the Omnitrans Board of Directors meeting; San Bernardino County Transportation Authority Board of Directors meeting; meeting with the General Plan Consultant; Senior Birthdays Celebration; Saturday Night Fights; attended the Faithful response to Homelessness in California event; City Council Study Session; Mayors Prayer Breakfast; Omnitrans Administration and Finance Committee; San Bernardino County Transportation Authority Transit and Metro Valley Committee meeting; Chino Cares Emergency Preparedness Fair; Kiwanis Classic Choice Fundraiser; and the 130th Anniversary Celebration for the Chino United Methodist Church.

Mayor Pro Tem Burton

Mayor Pro Tem Burton reported on the following meeting and events including the Chino Desalter Authority Board meeting; Inland Empire Utilities Agency Board meeting; Saturday Night Fights Boxing event; City Manager meeting; Animal Resource Center (ARC) meeting and encouraged supply donations for the donation drive; City Council Study Session; Mayor's Prayer Breakfast; Chino Valley Fire District Board meeting and presented the City Tile to Fire Deputy Chief Carlos Skibar for his retirement; and Closed Session.

Council Member Comstock

21. Community Support Fund – Council Member Comstock. Approve community support fund contributions to American Cancer Society Making Strides Against Breast Cancer Fundraiser and St. Margaret Mary School Car Show.

Staff Report By: Council Member Karen Comstock

RECOMMENDATION: Approve community support fund contributions of \$250 to American Cancer Society Making Strides Against Breast Cancer Fundraiser and \$250 to St. Margaret Mary School Car Show.

Motion by Mayor Pro Tem Burton, seconded by Mayor Ulloa, to Approve community support fund contributions of \$250 to American Cancer Society Making Strides Against Breast Cancer Fundraiser and \$250 to St. Margaret Mary School Car Show. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Comstock reported on the following meeting and events including a meeting with a local resident regarding the north sphere of influence annexation concerns; City Council Study Session; congratulated Fire Deputy Chief Carlos Skibar on his retirement; CORE Academy graduation; Chino Cares Emergency Preparedness Fair; closed session; and congratulated Caryl Wheeler on her retirement.

Council Member Flores

22. Community Support Fund – Council Member Flores. Approve a community support fund contribution to Rotary Club of Chino Valley and American Cancer Society.

Staff Report By: Council Member Christopher Flores.

RECOMMENDATION: Approve a community support fund contribution of \$250 to Rotary Club of Chino Valley and \$250 to American Cancer Society Making Strides Against Breast Cancer Fundraiser.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to Approve a community support fund contribution of \$250 to Rotary Club of Chino Valley and \$250 to American Cancer Society Making Strides Against Breast Cancer Fundraiser. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Flores thanked Police Chief Mensen and Fire Chief Dave Williams for supporting the Saturday Night Fights event and announced he is seeking new candidates for next year's boxing event. He expressed condolences for community boxer Angel Martinez who recently passed away.

Council Member Lucio

Council Member Lucio thanked Police Chief Mensen and Fire Chief Dave Williams for securing boxers for the Saturday Night Fights event, and expressed his condolences for Angel Martinez, who recently passed away.

City Manager's Report

City Manager Reich spoke regarding the success of the Saturday Night Fights event, and the ongoing collaboration between the CSPR Department and the Boxing Foundation to ensure the program's success.

City Attorney's Report

City Attorney Galante had no report.

Police Chief's Report

Police Chief Mensen spoke regarding the Saturday Night Fights event and thanked the police and fire participants for volunteering to box at the event, including the Police Officer's Association, and the Firefighter's Association for supporting the event. He provided an update on State legislation that affect public safety, and thanked Assemblymember Michelle Rodriguez, and Senator Susan Rubio for their continued support of legislation that supports public safety.

Mayor Ulloa inquired about fraudulent calls, and Police Chief Mensen provided information on how to recognize and prevent common scam tactics.

Director's Report

Hye Jin Lee, Director of Public Works, announced City Staff will be attending the Chino Hills City Council Meeting on Tuesday, September 23, 2025, to seek support for the Pine Avenue project.

Jackie Melendez, Assistant City Manager, provided an update on economic development in the City and thanked City staff for supporting the development of newly opened businesses.

Mayor Ulloa suggested a dedicated page on the City website with new businesses and their locations.

Fire Chief's Report

Fire Chief Dave Williams spoke regarding the sport of boxing and the success of the Saturday Night Fights event, thanking Austin Silva and Phillip Vasquez for their participation; announced the State of the Fire District will take place on October 23, 2025; and shared the Fire Department is creating patches in support of Breast Cancer Awareness Month, with additional details to be provided soon.

Mayor Ulloa closed the meeting in memory of Charlie Kirk.

ADJOURN

The meeting adjourned at 7:20 p.m. The next Regular Meeting of the City Council will be held on Tuesday, October 7, 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 7TH DAY OF OCTOBER 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, MAY 2, 2023

OPEN SESSION – 6:00 PM

MINUTES

CALL TO ORDER

The May 2, 2023, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:02 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, and Council Member Marc Lucio.

ABSENT: None.

FLAG SALUTE

Council Member Flores led the Pledge of Allegiance.

CEREMONIALS

Proclamations

National Mental Health Awareness Month – May 2003.

Mayor Ulloa read the Proclamation into the record designating the month of May 2023 as National Mental Health Awareness in Chino. Kari Franco, City of Chino Human Services Coordinator, Kyoni Cummings, Education Coordinator, National Alliance on Mental Health Pomona Valley, were present to accept the Proclamation.

Presentations

Recognition of Chino High School Wrestling Team.

Mayor Ulloa presented Certificates of Recognition to the Chino High School Wrestling Team: Jonathan Madera, Caleb Valenzuela, Daniel Villapondo, Mathew Silva, Nathan Cawel, Nathaniel Gonzalez, Jordan Malo, Evan Grey, Ascencio Perez, Julio Soria, Nathan Garcia, Michael Vasale, Nathan Blanco, Daniel Garbay, and Wrestling Coach Alex Angulo. Isaih Mendoza and Aaron Jimenez were recognized but unable to attend.

2022 Planning Commission Awards.

Mayor Ulloa called up Planning Commission Vice Chair Jimmy Alexandris, who was joined by Planning Commissioners Lissa Fraga, Brandon Blanchard, and Joanna Chavez, who presented the 2022 Planning Commission Awards.

The Best New Residential Project was awarded to Monarch at The Preserve, who were not present to accept the award.

The Best New Industrial Project was awarded to Orbis Real Estate Partners for the Kimball Business Park who were not present to accept the award.

The Best New Commercial Project was presented to David Frewing of US Bowling Corporation for the McCalla Center Phase 4, who was present to accept the award.

Business of the Month May 2023.

Mayor Ulloa presented the May 2023 Business of the Month Award to R & L Feed. Alicia Vandermeer-McCullough was present to accept the award.

Mayor's Home Beautification Award May 2023.

Mayor Ulloa presented the Mayor's Home Beautification Award for May 2023 to Frank and Karen Kagawa of Netzley Place in Chino.

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

Mayor Ulloa announced the Legislative Update, Tracked Pieces of Legislation, was included in the agenda packet.

PUBLIC ANNOUNCEMENTS

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

- Chino Bike Day is on Saturday, May 13, 2023, from 7:30 – 11:00 a.m. at Ayala Park, 5575 Edison Avenue. For information, call the Carolyn Owens Community Center at 909-334-3258.
- Chino Youth Museum Spring Bingo Bash is on Monday, May 12, 2023, at 6:30 p.m. at Brinderson Hall, 5410 Edison Avenue. For information, call 909-334-3258.
- The Community Open House to help plan the City's future for the next General Plan Update will be at the Chino Community Building on Saturday, May 6, 2023, at 5443 B Street, and Saturday, May 13, 2023, at the Preserve Community Center, 15800 Main Street. For information, email Mike Hitz, Principal Planner at mhitz@cityofchino.org or call 909-334-3253.
- Chino City Hall will be closed on Monday, May 29, 2023, in observance of Memorial Day. City Hall will reopen the following day, Tuesday, May 30, 2023 at its regular operating hours of 7:30 a.m. – 5:30 p.m.
- American Legion Post 299 Memorial Day event is on Monday, May 29, 2023, at 10:00 a.m. at the Community Building, 5443 B Street. For information, call 909-334-3258.

PUBLIC COMMENTS

Pastor Dustin Harrison, Calvary Chapel Chino Valley, provided the invocation, and provided an invitation to the upcoming National Day of Prayer.

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

Julia Cabrera, Community Engagement Representative, Chino Valley Chamber of Commerce, announced upcoming events, and introduced Judith Helper, Executive Director of Corporate Programing.

Vincent Maravilla, Andrew Westra, Harrison Cornell, Adriana Ansur, Gage Messik, Mia Medrano, Allison Sherman, Jacob Ponce, Reina Flores, Bethany Wagner, and Charlotte Gallegar, students from Ontario Christian High School, provided an introduction.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 764948 to 765249, and Electronic Fund Transfers 517112E to 517237E, totaling \$6,238,477.76.
2. 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.
3. Award of Contract and Vendor Cap Increase - Community Works Design Group. Award a contract in the amount of \$54,967 to Community Works Design Group, Riverside, CA for the Carolyn Owens Community Center Demonstration Garden project.
4. Award of Contract - Water Environmental Building Lead and Asbestos Abatement Project (MS237). Award a construction contract in the amount of \$66,500 to Resource Environmental, Inc., Cerritos, CA for the Water Environmental Building Lead and Asbestos Abatement Project (MS237).
5. Award of Contract - Special District Administration Services. Award a contract to Webb Municipal Financial Associates, LLC., for special district administration services in the amount of \$126,662.81 and authorize the City Manager to execute all necessary documents on behalf of the City.
6. Federal Asset Forfeiture - Equipment Purchase. Appropriate \$15,369 from the Federal Asset Forfeiture / Department of Justice Fund for the purchase of replacement duty equipment and approve a vendor cap increase for ProForce.
7. Vendor Cap Increases – Automotive Training Instructor, Inc., and Haaker Equipment, Co. Authorize a \$30,000 vendor cap increase for Automotive Training Instructor, Inc., Chino, CA for a revised total of \$80,000 and authorize a \$20,000 vendor cap increase for Haaker Equipment Company, La Verne, CA for a revised total of \$70,000.
8. Vendor Cap Increase - Chino Basin Desalter Authority. Approve a vendor cap increase in the amount of \$42,418.20 to Chino Basin Desalter Authority.
9. Acceptance of Cal Recycle Used Oil Payment Program (OPP12) Grant Funds. Authorize the acceptance of an award of funds for the State Department of Resources, Recycling and Recovery (Cal Recycle) Used Oil Payment Program (OPP12) totaling \$12,124.
10. Acceptance of Cal Recycle Used Oil Payment Program (OPP13) Grant Funds. Authorize the acceptance of an award of funds for the State Department of Resources, Recycling and Recovery (Cal Recycle) Used Oil Payment Program (OPP13) totaling \$14,180.
11. Grant Acceptance of City/County Payment Program (CCPP21) Funds. Authorize the acceptance of the award of funds from the State Department of Resources Recycling and Recovery (CalRecycle) Fiscal Year 2021-22 City/County Payment Program (CCPP-21) in the amount of \$22,080
12. Grant Acceptance of City/County Payment Program (CCPP22) Funds. Authorize the acceptance of the award of funds from the State Department of Resources Recycling and Recovery (CalRecycle) Fiscal Year 2022-23 City/County Payment Program (CCPP-22) in the amount of \$23,192
13. Notice of Completion: NC231 - Localized Asphalt Patch and Pothole Repairs at Schaefer Avenue. Accept the Localized Asphalt Patch and Pothole Repairs for the Schaefer Avenue Project (NC231), Onyx Paving Company, Inc. as complete and authorize the Director of Public Works to file the Notice of Completion.

14. Approve Contract Change Order - Benson Avenue Permanent Lift Station Project (R2071). Appropriate \$162,000 from the unappropriated reserves of the Sewer Fund with a corresponding increase to the Benson Avenue Permanent Lift Station Project (R2071) and approve Change Order No. 7 in the amount of \$84,149.
15. Reimbursement Agreement - Traffic Signal (San Antonio & Eucalyptus Avenues) Lennar Homes of California, Inc. Approve a construction credit/reimbursement agreement with Lennar Homes of California, Inc., a California Corporation for the construction of the traffic signal located at San Antonio and Eucalyptus Avenues.

Motioned by Council Member Flores, seconded by Council Member Lucio, to approve Consent Calendar Items 1-15 as presented. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

16. Community Development Block Grant (CDBG) 2023-2024 One-Year Action Plan. Conduct a Public Hearing and approve the 2023-2024 One-Year Action Plan for the Community Development Block Grant (CDBG) Program.

Staff Report by: Traci Smith, Senior Management Analyst.

RECOMMENDATION: 1) Conduct a Public Hearing 2) approve the 2023-2024 One-Year Action Plan for the Community Development Block Grant (CDBG) Program; 3) carryover an estimated amount of \$781,447.00 from prior year funds for the completion of the Public Works Alley Improvements Project, Economic Development Facade Improvements Project and Community Services Monte Vista Park Improvements Project; 4) authorize the City Manager to execute all required United States Department of Housing and Urban Development (HUD) documents and submit the 2023-2024 CDBG One-Year Action Plan to HUD; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR), Part 58.

Mayor Ulloa opened the public hearing.

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

Hearing no requests to speak, Mayor Ulloa closed the public hearing.

Council Member Flores expressed appreciation for the inclusion of the Chino Neighborhood House and alley improvements project.

Moved by Council Member Flores, seconded by Mayor Pro Tem Comstock, to 1) Conduct a Public Hearing 2) approve the 2023-2024 One-Year Action Plan for the Community Development Block Grant (CDBG) Program; 3) carryover an estimated amount of \$781,447.00 from prior year funds for the completion of the Public Works Alley Improvements Project, Economic Development Facade Improvements Project and Community Services Monte Vista Park Improvements Project; 4) authorize the City Manager to execute all required United States Department of Housing and Urban Development (HUD) documents and submit the 2023-2024 CDBG One-Year Action Plan to HUD; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR), Part 58. The motion carried by the following vote:

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

NEW BUSINESS

17. Final Acceptance of Public Improvement - Tract Map No. 20008 (Lennar Homes of California, Inc.).
Accept the public improvements for Lennar Homes of California, Inc., TM 20008, located north of Bickmore Avenue, east of Meadowhouse Avenue, and west of Rincon Meadows Avenue, as complete and authorize release of the performance bond and initiate the warranty bond.

Staff Report by: Jesus Plasencia, Assistant City Engineer.

RECOMMENDATION: 1) Accept public improvements as complete for TM 20008; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

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

Moved by Mayor Pro Tem Comstock, seconded by Council Member Lucio, to 1) Accept public improvements as complete for TM 20008; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

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

18. Sale of Stored Groundwater Reserves to The Fontana Water Company, Cucamonga Valley Water District, and Niagara Bottling Company.

Staff Report by: Dave Crosley, Utilities Engineering and Operations Manager.

RECOMMENDATION: 1) Approve a sale of 10,000, 7,500, and 4,000 acre-feet from the City's Excess Carryover stored groundwater reserves to the Fontana Water Company, Cucamonga Valley Water District, and Niagara Bottling Company, respectively; 2) appropriate \$13,742,800 to the Water Enterprise Fund 520; and 3) authorize the City Manager or their designee to prepare and execute the requisite documentation to complete the transactions.

Dave Crosley, Utilities Engineering and Operations Manager, provided a report on the item.

City Attorney Galante noted there were additional handouts related to the item distributed to the City Council and will be included in the meeting record.

Mayor Ulloa announced the City periodically sells excess water that helps fund the treatment plants, critical infrastructure, and ensured the sale of this water will not put the Chino community in any danger or create a water shortage.

Moved by Council Member Lucio, seconded by Council Member Burton, to 1) Approve a sale of 10,000, 7,500, and 4,000 acre-feet from the City's Excess Carryover stored groundwater reserves to the Fontana Water Company, Cucamonga Valley Water District, and Niagara Bottling Company, respectively; 2) appropriate \$13,742,800 to the Water Enterprise Fund 520; and 3) authorize the City Manager or their designee to prepare and execute the requisite documentation to complete the transactions. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

19. Approve Construction Contract Increase: Storm Drain Rehab FY21-22 Mountain Avenue at Chino Avenue (SD223). Approve a construction contract change order to Bondiman Water, Inc., for \$277,160.

Staff Report by: Michele Hindersinn, Principal Engineer.

RECOMMENDATION: Approve a construction contract change order to Bonadiman Water, Inc., in the amount of \$277,160 for a revised contract amount of \$1,402,850, plus contingency of \$119,669 for not-to-exceed contract amount of \$1,522,519; and authorize the City Manager to execute all necessary documents on behalf of the City.

Michele Hindersinn, Principal Engineer, provided a presentation on the item.

A resident spoke to express concern about a street dip on Philadelphia and Norton.

Council Member Lucio inquired about the estimated project completion date. Ms. Hindersinn indicated it is estimated to be completed in 2024.

Council Member Burton inquired about the concerns of a local resident who lives near the project, and Ms. Hindersinn confirmed staff will reach out to the resident.

Moved by Council Member Lucio, seconded by Mayor Pro Tem Comstock, to approve a construction contract change order to Bonadiman Water, Inc., in the amount of \$277,160 for a revised contract amount of \$1,402,850, plus contingency of \$119,669 for not-to-exceed contract amount of \$1,522,519; and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

20. Contract Amendment - All American Asphalt for Slurry Seal Maintenance Work. Approve Contract Amendment for All American Asphalt, Corona, CA in the amount of 1,200,000.

Staff Report by: Michele Hindersinn, Principal Engineer.

RECOMMENDATION: 1) Approve the 3rd Amendment to the agreement with All American Asphalt (Contract No. 2021-005), Corona, CA, in the amount of \$1,200,000.00 for a total contract amount not-to-exceed \$5,676,262; and 2) Authorize the City Manager to execute all necessary documents on behalf of the City.

Michele Hindersinn, Principal Engineer, provided a report on the item.

Mayor Pro Tem Comstock inquired about a separate project concerning capital improvements near the intersection of East End and Schaefer Avenues and City Manager Reich confirmed an update will be provided.

Moved by Council Member Lucio, seconded by Council Member Burton, to 1) Approve the 3rd Amendment to the agreement with All American Asphalt (Contract No. 2021-005), Corona, CA, in the amount of \$1,200,000.00 for a total contract amount not-to-exceed \$5,676,262; and 2) Authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa noticed an additional student in the audience who was invited up to the podium. Julian Espinosa, Ontario Chrisitan High School, provided an introduction.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events including the Omnitrans Plans and Program Committee meeting; League of California Cities Inland Empire Division meeting; Chino Valley Unified School District Board meeting; Kiwanis Corn Feed Run Car Show; reviewed the State of the City with staff; Metropolitan Water District and Inland Empire Utilities Agency tour of Diamond Valley Lake; Chino Neighborhood House ribbon cutting ceremony; Southern California Water Coalition Quarterly Board of Directors meeting; Corporate Challenge opening ceremony; Water Facilities Agency Special meeting; meeting with City staff regarding water rights and storage; Chino Desalter Authority Finance Committee meeting; CONFIRE zoom meeting; Rancho Del Chino Rotary Club Bingo night; Preliminary Budget Review meeting; City Manager meeting; and closed session.

Mayor Pro Tem Comstock

Mayor Pro Tem Comstock reported on the following meetings and events including State of the City filming; Kiwanis Corn Feed Run Car Show; City Manager meeting; Infrastructure/Streets Committee meeting; and closed session.

Council Member Burton

Council Member Burton reported on the following meetings and events including California League of Cities Inland Empire Division meeting; Chino Valley Unified School District Board Member meeting; Kiwanis Corn Feed Run Car Show; City Manager meeting; meeting with City staff regarding water rights and storage; Community Services tour; Economic Development meeting; Chino Neighborhood House ribbon cutting ceremony; Southern California Water Coalition meeting; Corporate Challenge opening ceremony; City Manager meeting; and Rancho Del Chino Rotary Club Bingo Night.

Council Member Flores

Council Member Flores reported on the following meetings and events including Kiwanis Corn Feed Run Car Show; Mosquito and Vector Control District meeting; City Manager meeting; Metropolitan Water District and Inland Empire Utilities Agency tour of Diamond Valley Lake; Chino Neighborhood House ribbon cutting ceremony; Knights of Columbus Annual Golf Tournament; Corporate Challenge opening ceremony; Chino Girls Fastpitch Games; and Rancho Del Chino Rotary Club Bingo Night.

Council Member Lucio

Council Member Lucio reported on the following meetings and events attended including a meeting with Ben Cardenas from Cabrero Capital; Kiwanis Corn Feed Run Car Show; Economic Development Committee meeting; City Manager meeting; Infrastructure/Streets Committee meeting; and extended Mother's Day wishes to all mothers.

City Manager's Report

City Manager Reich announced the State of the City will be held on May 10, 2023 at 5:00 p.m. at the Chaffey College Chino Community Center; shared that on May 11, 2023, the Mayor and Council Member Burton will accept the American Association Award for the Civic Center Masterplan; provided an overview of the Corporate Challenge event; and introduced Assistant City Manager Jackie Melendez who provided an overview of the City's online construction portal.

Joanna Chavez, Planning Commissioner, inquired about how concerns are processed and prioritized using the online construction portal. Ms. Melendez explained all concerns are directed to staff.

City Attorney's Report

City Attorney Fred Galante had no report.

Police Chief's Report

Police Chief Wes Simmons congratulated the Frewing family, owners of the McCullough Center, on receiving the Best New Commercial Project award, noting their contribution in installing the flagpole for the Russ Miller memorial on Schaefer Avenue; provided updates on DUI checkpoints and the addition of new motor officers; and thanked the City for its partnership in supporting the Kiwanis Corn Feed Run Car Show.

Fire Chief's Report

Fire Chief Dave Williams complemented the Kiwanis Corn Feed Run Car Show; thanked the City Council for addressing street dip concerns; and provided an update on upcoming events and activities.

ADJOURN

The meeting adjourned at 7:40 p.m. The next Regular Meeting of the City Council will be held on Tuesday, May 16, 2023, at 6:00 p.m. (Closed Session no sooner than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 7th DAY OF OCTOBER 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, MAY 2, 2023

CLOSED SESSION – 5:30 PM

MINUTES

CALL TO ORDER

The May 2, 2023, Special Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:33 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, 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 item listed on the Closed Session agenda.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9. Number of Cases: One Case.

The City Council recessed to Closed Session at 5:34 p.m. and concluded at 5:47 p.m. The City reconvened the meeting at 5:54 p.m.

REPORT OUT OF CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9. Number of Cases: One Case.

City Attorney Fred Galante reported the City Council held a discussion, provided direction, and no further reportable discussion was taken.

ADJOURN

The meeting adjourned at 5:55 p.m. The next Regular Meeting of the City Council will be held on Tuesday, May 2, 2023, at 6:00 p.m. in these Council Chambers.

APPROVED AND ADOPTED THIS 7th DAY OF OCTOBER 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: OCTOBER 7, 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:

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

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

PAGE: 2

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
September 25, 2025	Chino Valley Chamber Women's Conference	Chino, California	Mayor Ulloa

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Falloncrest Development Agreement Annual Monitoring Report and Issuance of Certificate of Agreement Compliance.

RECOMMENDATION

Accept the Annual Monitoring Report for the Falloncrest Development Agreement and Authorize the City Manager, or their Designee, to Issue a Certificate of Agreement 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:

- 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

On July 6, 2021, Loyola Properties and the Pietersma Family Trust, referred to as Falloncrest (“Developers”) entered into a Developmental Agreement (DA) with the City. The DA was executed to vest certain land use entitlements so that the Developers could successfully improve and develop the property generally located on the north side of Pine Avenue, between West and East Preserve Loop Roads. In total, the property encompasses approximately 100 acres.

To date, two of the three phases of the Falloncrest at The Preserve Master Plan are built or under construction. The final phase is located in the center of the site and is currently being marketed to residential and commercial builders by the Developers. At full buildout, the Falloncrest development will contain approximately 1,139 residential units and up to 155,194 square feet of commercial uses.

ISSUES/ANALYSIS

The Falloncrest DA has now been in place for a little over four years. Pursuant to Article 12 of the DA, an annual review of DA terms and conditions, along with the production of an Annual Monitoring Report (AMR) by the Developer is required. The AMR is intended to outline the Developer’s compliance with the specific terms and conditions identified in the DA to the benefit of the City.

In June 2025, the Developers submitted their third AMR (Exhibit A) and requested a Certificate of Agreement Compliance (CAC) to affirm that they are still in compliance with all applicable DA obligations. The CAC memorializes and acknowledges the Developer’s continuous efforts from August 5, 2024, to August 5, 2025. Staff has reviewed the latest AMR in conjunction with the DA and determined a third CAC (Exhibit B) should be issued to the Developers for the identified time period. Therefore, it is recommended that the City Council authorize the City Manager to issue the third CAC for the Falloncrest DA.

Attachments: Exhibit A: Annual Monitoring Report
Exhibit B: Certificate of Agreement Compliance

FALLONCREST DEVELOPMENT AGREEMENT
ANNUAL MONITORING REPORT
JUNE 2025

In accordance with section 12.1 of the “Development Agreement by and between City of Chino and Loyola Properties 1, L.P. a California Limited Partnership and Ronald C. Pietersma and Kristine B. Pietersma, Trustees of the Pietersma Family Trust, dated February 15, 1992” known as the “FallonCrest DA”, this document shall meet the compliance requirement and Owner requests a Certificate of Agreement Compliance in accordance with Section 12.4.

General Information:

- Recording Number: 2021-0440320
- Effective Date: August 5, 2021 (30 days after 2nd reading at City Council (July 7, 2021)
- Term: 20th Anniversary of the effective Date = August 5, 2041

Current Status of Site & remaining Entitlements:

- Currently, Owner has sold and closed several tracts to homebuilders (KB – TTM 19979/TTM 20399 & TriPointe Homes (TPH) – TTM 20312-1). In addition, Tract 20312-2 has been sold to TriPointe Homes (TPH) and they are currently constructing improvements throughout phase 2.
- The remainder (TTM 20312-3) of the site is vacant and the dairy operations have ceased. We have had several meetings with City Staff (Planning and Economic Development) regarding the zoning and development within this tract, and are preparing updated site plans to initiate the sale and development of this remaining phase.
- Copies of the Development Agreement were provided to homebuilders and any related rights/obligations have been assigned.
 - KB has completed the majority of the improvements, with the remaining improvements pending the completion of sales in this tract. The Tentative “B” map (TTM 20369) has been approved. Models are open and houses are for sale.
 - TPH also has an approved Tentative “B” Map (TTM 20312-1) and have completed the majority of their tract improvements, with the remaining improvements pending the completion of sales in this tract.
 - TTM 20312-2 has been sold to TPH and development/infrastructure is underway.

Development Agreement Obligations:

- Section 2.4 – Development of all phases must occur within 12 years of the effective date (= 8/5/2033). Therefore there are 8 more years still remain for this obligation to be met.
- Section 2.6.1 – Phasing Plan – Sales of parcels to homebuilders is progressing according to the phasing plan.
- Section 2.7 – Water Supply – Phase 1 “Water DIF” will be paid by TPH on or prior to the first anniversary of the effective date. This payment was made by TPH on July 21, 2022, completing this obligation.

- Section 2.8 – Public & Private Parks – TPH has included the 0.4 acre park within their approved B Map for phase 1 and is constructing approximately 7 acres of the 10.7 acre park in accordance with the Park phasing plan. The balance of the 10.7 acre park shall be constructed with phase 3 (TTM 20312-3) as required by the DA. The 2nd 0.4 acre park within TTM 20312-2 will be constructed by the current owner, TPH.
- Section 2.9 – SCE Easement Improvements – TPH will be constructing the portion of the SCE easement within their tract (TTM 20312-1) and will be seeking fee credit per this section. Remaining sections will be constructed by phase per the phasing plan. A portion of the SCE easement lies within TTM 20312-2, and has being designed during their TTM/Site Plan/MSA approval process.
- Section 2.10 – Affordable Housing – all builders should be paying affordable housing fees per section 2.10.3, while Owner plans and designs a potential location for the 82 affordable housing units within Phase 3 (TTM 20312-3). Owner is currently working with Jamboree Housing and has been coordinating with City staff the funding, design and location of the potential 82 units.
- Section 2.11 – Pine Improvements – Owner has entered into a Pine Ave DIF Pre-Payment agreement and has paid to the City the approx. \$1.8M owed and the \$30k maintenance obligation. Owner has coordinated with staff to assign portions of the DIF credits for the approx. \$1.8M DIF pre-payment to Homebuilders.
- Section 2.12 & 2.13 – Maintenance HOA's – Each homebuilder will form their own HOA and enter the PMMC.
- Section 2.14 – CFD – Each homebuilder will form their own CFD and in some cases, may cooperate with each other.
- Section 3.4 – Right of Way and Improvements – Per the development agreement phasing plan, right of way will be dedicated and improvements will be constructed by each individual homebuilder.
 - Section 3.4.3 – Traffic Fair Share Payment – All Traffic Fair Share payments (City of Chino and other Cities identified in the Traffic Study) have been made to the City of Chino.
- Section 12.4 – Certificate of Agreement Compliance – Owner hereby requests from City a Certificate of Agreement Compliance, based on this document.

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
FALLONCREST DEVELOPMENT AGREEMENT/ANNUAL MONITORING REPORT
2024-2025

WHEREAS, the City of Chino ("City") and Loyola Properties 1, L.P. a California Limited Partnership and Ronald C. Pietersma and Kristine B. Pietersma, Trustees of the Pietersma Family Trust (collectively, "Owner" of the property) entered into the FALLONCREST DEVELOPMENT AGREEMENT (the "Agreement") on July 6, 2021, effective on August 5, 2021; as Contract No. 2022-141; and

WHEREAS, the City Council of the City of Chino approved the Agreement by adoption of Ordinance No. 2021-009 on July 6, 2021;

WHEREAS, the City Clerk of the City of Chino recorded a copy of the Agreement with the County Recorder of San Bernardino County as Document No. 2021-0440320, pursuant to Government Code Section 65868.5; and

WHEREAS, the Owner submitted a request in June 2025 for a Certificate of Agreement Compliance related to the Annual Monitoring Report for the years 2024-2025 pursuant to Article 12.4 of the Agreement; and

WHEREAS, at the October 7, 2025 City Council meeting, the City Manager submitted a report to the City Council containing City staff's analysis of such annual monitoring report, setting forth the evidence of good faith compliance with the terms of the Agreement; and

WHEREAS, at the October 7, 2025 City Council meeting, the City Council reviewed the annual monitoring report and authorized staff to execute a Certificate of Agreement Compliance for the Falloncrest Development Agreement covering the years 2024-2025.

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 Agreement; and
- B. The Owners have sold and closed several tracts to homebuilders (KB – TTM 19979/ TTM 20399 & TriPointe Homes (TPH) – TTM 20312-1 and -2) and copies of the Agreement were provided to homebuilders, and any related rights and obligations have been assigned. The remainder of the site (TTM 20312-3) is vacant and the dairy operations have ceased. The Owners are preparing site plans to initiate the sale and development of this remaining phase.
- C. The City recognizes that regarding Section 2.6.1 of the Agreement, sales of parcels to homebuilders are progressing according to the phasing plan, along with the development of the Public and Private parks as outlined in Section 2.8 of the Agreement.
- D. Although the development of all phases has not yet occurred as mentioned in Section 2.4 of the Agreement, the City acknowledges that eight more years remain for this obligation to be met.
- E. That Phase 1 of the Water District Improvement Financing was paid by TPH on July 21, 2022 prior to the first anniversary of the effective date completing this obligation.
- F. The Owner has entered into a Pine Avenue DIF Pre-Payment agreement and has paid to the City the approximate \$1.8 million owed and the \$30,000 maintenance obligation.
- G. TPH has included the 0.4-acre park within its approved map for Phase 1 and is constructing approximately seven (7) acres of the 10.78-acre park in accordance with the Park phasing plan. The balance of the 10.7-acre park shall be constructed with Phase 3 as required by the DA. The second 0.4-acre park will be constructed with Phase 2 by the current owner TPH.
- H. Based on the information known or made known to the City Council of the City of Chino after the most recent Annual Review, the Agreement remains in effect; and the Owner is not in default; and
- I. The date of the next Annual Review is anticipated to be in October 2026.

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
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Acceptance of Permanent Local Housing Allocation (PLHA) Standard Agreement.

RECOMMENDATION

1) Accept the State of California PLHA funding Standard Agreement; 2) establish a new Fund titled Acceptance of Permanent Local Housing Allocation (PLHA); 3) appropriate grant funds in the amount of \$804,163; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires the establishment of a PLHA Fund with corresponding grant expenditure and revenue project accounts including: 1) rental assistance in the amount of \$321,665; 2) case management salaries in the amount of \$160,833; 3) ownership down payment assistance in the amount of \$321,665, for a total allocation in the amount of \$804,163.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

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

BACKGROUND

On February 18, 2025, the City Council held a public hearing to receive input regarding the City's Five-Year PLHA Plan and adopt Resolution No. 2025-004, authorizing the submittal of an application for funding under the State of California PLHA program. Upon adoption of the resolution, staff submitted the PLHA application for State review and consideration.

Following the State's review and subsequent request for a minor revision to the adopted resolution, a letter of conditional award was received on July 1, 2025, and returned to California Department of Housing and Community Development (HCD) to initiate the creation of a standard agreement. On September 11, 2025, PLHA Standard Agreement # 24-PLHA-18630 was received by the City for acceptance of the PLHA funds.

ISSUES/ANALYSIS

Upon execution of the PLHA Standard Agreement, staff will begin implementing the programs outlined in the City's Five-Year PLHA Plan, which revolve around two priorities. The first priority is to assist families with children enrolled in the Chino Valley Unified School District (CVUSD) that have been identified under the McKinney-Vento Homeless Assistance Act as families that are homeless or at-risk of becoming homeless. Assistance will consist of long-term rental assistance (6 months or more) and/or associated housing placement costs, coupled with comprehensive case management services aimed at preparing the families for unsubsidized housing. These support services will be provided by Community Services, Parks and Recreation Department case management staff in partnership with CVUSD support staff, and local non-profit organizations and public service agencies. An amount not to exceed \$482,498 (60% of available funds) will be allocated to this priority.

The second priority, for which no less than \$321,665 (40% of available funds) will be allocated as required by PLHA program requirements, is to provide 2-3 low-income homebuyers with affordable homeownership opportunities through down payment loan assistance programs. These opportunities will be provided through the development of affordable single-family homes on undeveloped and/or under-developed infill lots within the City in partnership with for-profit and/or non-profit affordable housing developers.

Both programs outlined above target those populations most in need in our community and are sustainable in the long-term through continued PLHA funding as well as City affordable housing funds should a gap in funding occur. These programs will enhance existing local housing and community services programs by expanding rental assistance and case management services, as well as offering homeownership opportunities that are not currently available. Attached is the PLHA Standard Agreement that outlines in detail to provisions of the agreement.

Attachment: PLHA Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER

24-PLHA-18630

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR'S NAME

City of Chino

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2030

3. The maximum amount of this Agreement is:

\$804,163.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 02/2025
Exhibit D	PLHA Program Terms and Conditions	9
Exhibit E	Program-Specific Provisions and Special Conditions	3
TOTAL NUMBER OF PAGES ATTACHED		20

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at

<https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)

City of Chino

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 667	Chino	CA	91708

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
California Department of General Services Approval (or exemption, if applicable)	
Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)	

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated December 29, 2023 and amended October 15, 2024, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the “Grant”), the Contractor (sometimes referred to herein as the “Applicant”) agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

- A. The scope of work (“Work”) for this Agreement shall consist of one or more of the following eligible uses:
 - 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

Permanent Local Housing Allocation (PLHA) Program – Grant
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021 (RD 3) 08/17/2022 (RD 4) 12/29/2023, (RD 5) 10/15/2024
Approved Date: 10/05/2020
Prep. Date: 07/28/2025

EXHIBIT A

- 2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.
- 3) Matching portions of funds placed into local or regional housing trust funds.
- 4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- 6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
- 7) Accessibility modifications in Lower-income Owner-occupied housing.

EXHIBIT A

- 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - 9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.
- B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
- C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
- D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

EXHIBIT A

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

State Grant Management Section
651 Bannon Street, 6th Floor
Sacramento, CA 95811
P. O. Box 952054
Sacramento, CA 94252-2054

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Linda Reich
Authorized Representative Title:	City Manager
Agency Name:	City of Chino
Address:	13220 Central Avenue Chino, CA 91710
Phone No.:	(909) 334-3491
Email Address:	lreich@cityofchino.org

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

- C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The budget detail is contained in Exhibit E in this Agreement.

Contractor will be responsible for maintaining oversight of grant amounts and determining whether an amended PLHA Plan is required due to reallocation of more than ten percent among Activities funded per Section 302(c)(5).

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. No funding will be disbursed to Contractor unless Contractor and any delegating Local government has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 302(a) and (b).
- C. Contractor shall not be eligible to receive a new allocation if the Contractor has accrued an uncommitted amount of four times the pending allocation if the pending allocation is \$125,000 or less; or \$500,000 if the pending allocation is greater than \$125,000 and less than \$500,000; or the amount of the pending allocation if the allocation is \$500,000 or more.

3. Performance

- A. All funds must be disbursed within fifty-eight months of the budget appropriation. Funds that are not disbursed within fifty-eight months of the budget appropriation will revert to the Housing Rehabilitation Loan Fund.

EXHIBIT B

- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be reduced proportionate to those years already allocated, calculated at the time that the appropriation is reduced or terminated and reduced accordingly. All subsequent years shall be terminated, and the grant agreement shall be of no further force and effect, after amounts due for the period upon the reduced appropriation or termination are returned by the Contractor to the State. In this event, the State and Contractor shall be relieved of any and all obligations under this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the Agreement and amount allocated to Contractor.

4. Fiscal Administration

- A. The Contractor may request a disbursement of 100 percent of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent of the Grant amount.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another activity without an amendment to this Agreement. This request must be made in writing to HCD if the change from one activity to another exceeds ten percent of the grant amount and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness per Section 302(c)(5).

EXHIBIT B

5. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the subsequent years covered under this Agreement does not appropriate sufficient funds for the program this Agreement shall remain in force and effect until the time of notice of reduced or terminated appropriation, The Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination and the Contractor shall return the amount for subsequent year allocations.
- B. Subject to Section 5A. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

PLHA PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Contractor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Contractor will strictly comply with the terms, conditions and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

3. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

EXHIBIT D

4. **Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any entity to which Contractor awards funds shall be used for the eligible activities set forth in Exhibit A as required by the PLHA Statutes. The following additional requirements shall apply:

- A. Each Contractor shall submit a Plan detailing:
- 1) The manner in which allocated funds will be used for eligible activities.
 - 2) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below sixty percent of AMI. Programs targeted at households at or below sixty percent of AMI will be deemed to meet this requirement.
 - 3) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
 - 4) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
 - 5) The following for each proposed Activity:
 - a) A description of each proposed Activity, pursuant to Section 301 of the Guidelines and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).
 - b) The projected number of households to be served at each income level and a comparison to the unmet share of the Regional Housing Needs Allocation (RHNA) at each income level.
 - c) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
 - d) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

EXHIBIT D

- 6) The Plan is required to be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than ten percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- 7) If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
 - a) PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with the Eligible Activities per Section 301 of the Guidelines; or,
 - b) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,
 - c) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities per Section 301 of the Guidelines.
- 8) If funds are used for the development of an affordable rental housing project, the Local government shall make the PLHA assistance in the form of a loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.
- 9) A program income reuse plan describing how repaid loans shall be reused for eligible activities specified in Section 301 of the Guidelines.

EXHIBIT D

5. **Core Practices**

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

6. **Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. As requested by the Department, the Contractor shall submit to the Department all PLHA monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

7. **Reporting/Audits**

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2026 and will report all activities from date of initial fund disbursement through June 30, 2026.

- B. The annual report shall contain a detailed report which must include, at a minimum:

- 1) Identification of the Eligible Activities to which the Contractor committed program funds, and the income levels of households assisted.

Permanent Local Housing Allocation (PLHA) Program – Grant

NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021 (RD 3) 08/17/2022 (RD 4) 12/29/2023, (RD 5) 10/15/2024

Approved Date: 10/05/2020

Prep. Date: 07/28/2025

EXHIBIT D

- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
 - 3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,
 - 4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.
- C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.
- D. The Contractor is responsible for the completion of audits and all costs of preparing audits.
- E. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- F. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
- 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

8. **Retention and Inspection of Records**

- A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

EXHIBIT D

- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.
 - 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

9. **Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
- 1) Contractor's failure to comply with the terms of this Agreement.

EXHIBIT D

- 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Contractor from applying for future PLHA and other HCD funds;
 - 2) Revoke any other existing PLHA award(s) to the Contractor;
 - 3) Require the return of any unexpended PLHA funds disbursed under this Agreement;
 - 4) Require repayment of PLHA funds disbursed and expended under this agreement;
 - 5) Require the immediate return to the Department of all funds derived from the use of PLHA funds including, but not limited to recaptured funds and returned funds;
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the PLHA Program requirements; and,
 - 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than fifteen days.

EXHIBIT D

10. **Termination**

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty days of the notice of termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

11. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

12. **Relocation**

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

13. **Special Conditions Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

15. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **\$0**

Contractor has been awarded the following grant activity amounts for 2020: **\$0**

Contractor has been awarded the following grant activity amounts for 2021: **\$426,531**

Contractor has been awarded the following grant activity amounts for 2022: **\$213,778**

Contractor has been awarded the following grant activity amounts for 2023: **\$163,854**

Estimated five-year allocation may not exceed: **\$1,496,190**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: City of Chino	Amount: \$804,163
----------------------------	--------------------------

Plan:

Activity 6 - 60% of the allocated funds will be used to assist families with children enrolled in the Chino Unified School District who are, or who are at-risk of becoming, homeless as identified through the McKinney-Vento Homeless Assistance Act. Assistance will include rental assistance and or housing placement costs for a minimum of 6 months. During this time, these families will receive comprehensive services including but not limited to job training, mental health assessments, financial management workshops, family therapy, job search, substance abuse counseling and other identified services aimed at preparing them for unsubsidized housing. These services will be provided through the City's supportive case management program, partnering non-profits and in collaboration with the Chino Unified School District's Hope Program which provides extended services and resources to low-income district families to ensure children remain in school and are successful and healthy. These are services that the partnership has provided for many years with much success. The PLHA funds

Permanent Local Housing Allocation (PLHA) Program – Grant

NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021 (RD 3) 08/17/2022 (RD 4) 12/29/2023, (RD 5) 10/15/2024

Approved Date: 10/05/2020

Prep. Date: 07/28/2025

EXHIBIT E

will enable an extension of services through long-term rental assistance and extended case management. In addition, these families will be assessed for our first-time buyer program to promote and increase home ownership opportunities as they graduate or meet established goals and move towards unsubsidized housing. As families are placed, new families will receive the same services to promote continued longevity of these programs.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	(6) Supportive/Case Management Services				
Percentage of Funds Allocated for Each Activity	N/A	N/A	20%	20%	20%
Area Median Income Level Served	N/A	N/A	30%	30%	30%
Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	(6) Rental Assistance				
Percentage of Funds Allocated for Each Activity	N/A	N/A	40%	40%	40%
Area Median Income Level Served	N/A	N/A	30%	30%	30%

Activity 9 - A minimum of 40% of the funds will be used to provide first-time buyers with home ownership opportunities by providing down-payment assistance through deferred, low-interest loans for low-to moderate income families through partnerships with non-profit entities to acquire property and construct affordable housing units.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	(9) Homebuyer Assistance				
Percentage of Funds Allocated for Each Activity	N/A	N/A	40%	40%	40%
Area Median Income Level Served	N/A	N/A	60%	60%	60%

Permanent Local Housing Allocation (PLHA) Program – Grant
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021 (RD 3) 08/17/2022 (RD 4) 12/29/2023, (RD 5) 10/15/2024
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Prep. Date: 07/28/2025

EXHIBIT E

Administrative Costs	N/A	N/A	0%	0%	0%
Total	N/A	N/A	100%	100%	100%

2. Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

**MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

SUBJECT

Federal Asset Forfeiture Funds - Aviation Safety and Operating Equipment Purchase (Federal Grant G4261).

RECOMMENDATION

1) Establish the Federal Grant Number G4261; 2) appropriate \$85,000.00 from the available reserves of the Asset Forfeiture Fund-Dept of Justice Fund 120 for the purchase of aviation safety and operating equipment; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

These purchases require an appropriation of \$85,000.00 from the available reserves of the Federal Asset Forfeiture/Department of Justice Fund 120 balance.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue: Click or tap here to enter text.	Expenditure: 12040001-43050-G4261
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

For several years, the Chino Police Department has directly participated in investigations or prosecutions that have resulted in a federal forfeiture and, therefore, an equitable share of the net proceeds of the forfeiture is returned to the city. Forfeiture funds can only be designated for law enforcement use and must be used to increase or supplement the resources of the receiving law enforcement agency. Forfeiture funds cannot be used to replace the resources of the Department.

ISSUES/ANALYSIS

In November 2024, the City Council approved the creation of the Police Department's Air Support Unit, including the purchase of a Bell 505 Police Helicopter. The purchase was funded using non-general fund monies from the Law Enforcement Development Impact Fee program and a \$1,000,000 grant from San Bernardino County Supervisor Curt Hagman's office. The helicopter is currently being built and the Department anticipates taking delivery in the near future.

In order to facilitate the safe operation of the helicopter, the Department needs to purchase safety-related aviation equipment, including fire-resistant flight suits, helmets, and other related gear. Additionally, to help facilitate the movement and maintenance of the helicopter at the airport, the Department also needs to purchase associated operating equipment including a tug, a maintenance stand, an electric start cart, spare parts, tools, and other related equipment.

By using federal asset forfeiture funds to purchase this necessary equipment, we are helping to ensure that the Air Support Unit is able to enhance the safety, efficiency, and effectiveness of the Department's critical public safety mission while continuing to be fiscally responsible.

Once funding is appropriated, the Department will follow the City's purchasing policy to procure the needed equipment.

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

CalRecycle Grant and Payment Program Applications.

RECOMMENDATION

Adopt Resolution No. 2025-066 authorizing submittal of applications to California Department of Resources Recycling and Recovery (CalRecycle) for various grants and payment programs.

FISCAL IMPACT

There is no fiscal impact associated with this report. Any grants awarded to the City by CalRecycle will be brought to the City Council for approval.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) administers several grant and payment programs designed to support local governments and other eligible entities in advancing statewide recycling and sustainability goals. The following is a summary of relevant programs available to local governments:

- **Used Oil Payment Program (OPP):** Provides non-competitive, annual payments to local governments to support the collection and recycling of used motor oil and oil filters. Funding may be used for collection centers, public outreach, and educational efforts aimed at preventing improper disposal.
- **Beverage Container Recycling Programs:** Includes both competitive and non-competitive funding opportunities to improve the recycling rate of California Redemption Value (CRV) beverage containers. Eligible projects include installation of recycling infrastructure, public education, litter abatement, and innovative redemption systems such as reverse vending machines or mobile redemption centers.
- **Rubberized Pavement Grant Program:** Offers funding for the use of recycled tire rubber in road construction projects, including rubberized asphalt concrete (hot-mix) and rubberized chip seal applications. This program supports tire recycling while promoting longer-lasting, sustainable pavement solutions.
- **Organics Grant Program:** Provides competitive funding to expand or construct facilities that process organic waste, such as food scraps and yard trimmings, thereby diverting material from landfills and reducing greenhouse gas emissions. Eligible projects include composting operations, anaerobic digestion, and related infrastructure development.
- **Edible Food Recovery Grant Program:** A competitive program supporting new and expanded food waste prevention and edible food recovery projects. Funded projects collect edible food to feed people or prevent food waste from being created at the source, aligning with California's goal to reduce food waste and greenhouse gas emissions.

ISSUES/ANALYSIS

CalRecycle requires a resolution from the City Council approving application submittals and designating a signature authority for documents including applications, agreements, amendments, reports, and requests for payment. The attached Resolution No. 2025-066 (Attachment A) designates the Director of Public Works as such authority for the next five years.

Attachment: Attachment A – Resolution 2025-066

RESOLUTION NO. 2025-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF CHINO IS ELIGIBLE.

WHEREAS, pursuant to California Public Resources Code 48000 et seq., authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant and Payment Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant and Payment Programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant Programs; and

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

SECTION 1. The above recitals are true and correct, and by this reference are incorporated herein.

SECTION 2. The City of Chino is authorized to submit an application to CalRecycle for any and all grant and payment programs offered.

SECTION 3. Be it further resolved that the Director of Public Works, or their designee is hereby authorized and empowered to execute in the name of the City of Chino all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment Project.

SECTION 4. Be it further resolved that these authorizations are effective from the date of adoption through October 7, 2030.

SECTION 5. This City Clerk shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED THIS 7th DAY OF OCTOBER 2025.

ATTEST:

EUNICE M. ULLOA, MAYOR

NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting held on the 7th day of October 2025, by the following votes:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Sale of Stored Groundwater Reserves to Niagara Bottling Company.

RECOMMENDATION

Approve sale of 2,000 acre-feet from the City's excess carryover stored groundwater reserves to Niagara Bottling Company; and authorize the City Manager or their designee to complete all documents to complete the transaction.

FISCAL IMPACT

Increase the Water Fund (520) revenue by \$1,550,400. Revenue is based on the sale of 2,000 acre-feet of excess carryover stored groundwater sold at a market rate unit price of \$777.20 per acre-foot.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

Revenue: 5207300 - 52020	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In 1978, the Chino Basin judgment adjudicated the Chino Groundwater Basin, granting water retailers, including the City of Chino, annual groundwater production rights. The Judgment also allows water retailers to accumulate underutilized groundwater production rights in the form of stored groundwater reserves if they do not fully use their annual production allocation.

Further, the judgment authorizes the purchase and sale of groundwater production rights between retailers, subject to approval by the Chino Basin Watermaster, the administrative body with continuing jurisdiction over the basin.

Over the past 20 years, the City of Chino has sold approximately 93,900 acre-feet from its stored reserves while continuing to build and maintain reserves sufficient to meet anticipated future needs.

ISSUES/ANALYSIS

For Fiscal Year 2025-26, the City's annual groundwater production right is 17,842 acre-feet. After meeting the City's groundwater production needs, an unproduced balance of 11,468 acre-feet was added to the City's excess carryover stored groundwater account.

As of today, the City's total stored groundwater reserves total approximately 124,100 acre-feet. The City utilizes these excess carryover reserves for:

- Groundwater production to meet local demand (averaging approximately 5,000 acre-feet per year),
- Desalter replenishment obligations (averaging approximately 1,000 acre-feet per year), and
- Potential sales to other Chino Basin water retailers.

Earlier this year, Niagara Bottling Company expressed interest in purchasing a portion of the City's stored reserves. After evaluating the City's projected water needs, anticipated future groundwater entitlements, and ongoing obligations, staff determined that a sale of 2,000 acre-feet at this time would not adversely impact the City's ability to meet its own demands. Furthermore, the Chino Basin Watermaster board has reviewed and approved the proposed transaction on September 25, 2025.

Attachment: Exhibit A – Water Transfer Forms

Consolidated Forms 3, 4 & 5

CONSOLIDATED WATER TRANSFER FORMS:
FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

DATE REQUESTED: 6/17/2025

AMOUNT REQUESTED: 2,000 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):	TRANSFER TO (BUYER / TRANSFEREE):
<u>City of Chino</u>	<u>Niagara Bottling, LLC</u>
Name of Party	Name of Party
<u>13220 Central Ave</u>	<u>1440 Bridgegate Dr.</u>
Street Address	Street Address
<u>Chino</u> <u>CA</u> <u>91710</u>	<u>Diamond Bar</u> <u>CA</u> <u>91765</u>
City State Zip Code	City State Zip Code
<u>(909) 334-3250</u>	<u>(909) 230-5000</u>
Telephone	Telephone
Facsimile	Facsimile

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

PURPOSE OF TRANSFER:

- ☐ Pump when other sources of supply are curtailed
- ☒ Pump to meet current or future demand over and above production right
- ☐ Pump as necessary to stabilize future assessment amounts
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- ☐ Storage
- ☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
- ☒ Other, explain Storage - Excess carry over

WATER IS TO BE TRANSFERRED TO:

- ☒ Annual Production Right / Operating Safe Yield (common)
- ☐ Storage (rare)
- ☐ Other, explain _____

Consolidated Forms 3, 4 & 5 cont.

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes ☐ No ☒

Is the Buyer an 85/15 Party? Yes ☐ No ☐

Is the purpose of the transfer to meet a current demand over and above production right? Yes ☐ No ☐

Is the water being placed into the Buyer's Annual Account? Yes ☐ No ☐

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

1500 AFY January to December
Projected Rate of Recapture Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

Ontario Facility

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

N/A

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area? Yes ☐ No ☒

If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1? Yes ☐ No ☒

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

Consolidated Forms 3, 4 & 5 cont.

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes ☐ No ☒


 Seller / Transferor Representative Signature

Hye Jin Lee Director of Public Works
 Seller / Transferor Representative Name (Printed)

DocuSigned by:

 Buyer / Transferee Representative Signature

Geoffrey Kamansky
 Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Shea Homes Limited Partnership – Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 5, 6 & 8).

RECOMMENDATION

Approve replacement Subdivision Improvement Agreement and securities with Shea Homes Limited Partnership for Tract Map No. 16420-6 (Block 11 - Lots 5, 6 & 8); and authorize the City Manager to execute any necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Public Service Excellence Through Internal & External Partnerships

BACKGROUND

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

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

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

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

The Engineering Conditions of Approval (COA) for Block 11 requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, Lewis entered into a Subdivision Improvement Agreement (SIA) with the City and obtained the necessary securities for the improvements which were approved with the Final Map.

ISSUES/ANALYSIS

Now that the final escrows for the guest builders have closed, City staff is working with each builder to execute replacement SIAs to transfer and secure their respective obligations. Shea Homes Limited Partnership has purchased Lots 5, 6, and 8 as depicted in the Exhibit B of the attached SIA, and the requirements established at the time of tentative map approval have been satisfied through execution of the replacement SIA for Tract Map No. 16420-6 and posting of the required securities to guarantee construction of the public improvements conditioned for Block 11 (Exhibit B). The City Attorney has reviewed and approved the SIA and the respective securities, which are attached as Exhibit C. In addition, Lewis has executed a Partial Assignment and Assumption Agreement to the Development Agreement with Shea Homes.

Attachments: Exhibit A - Location Map Tract Map No. 16420-6

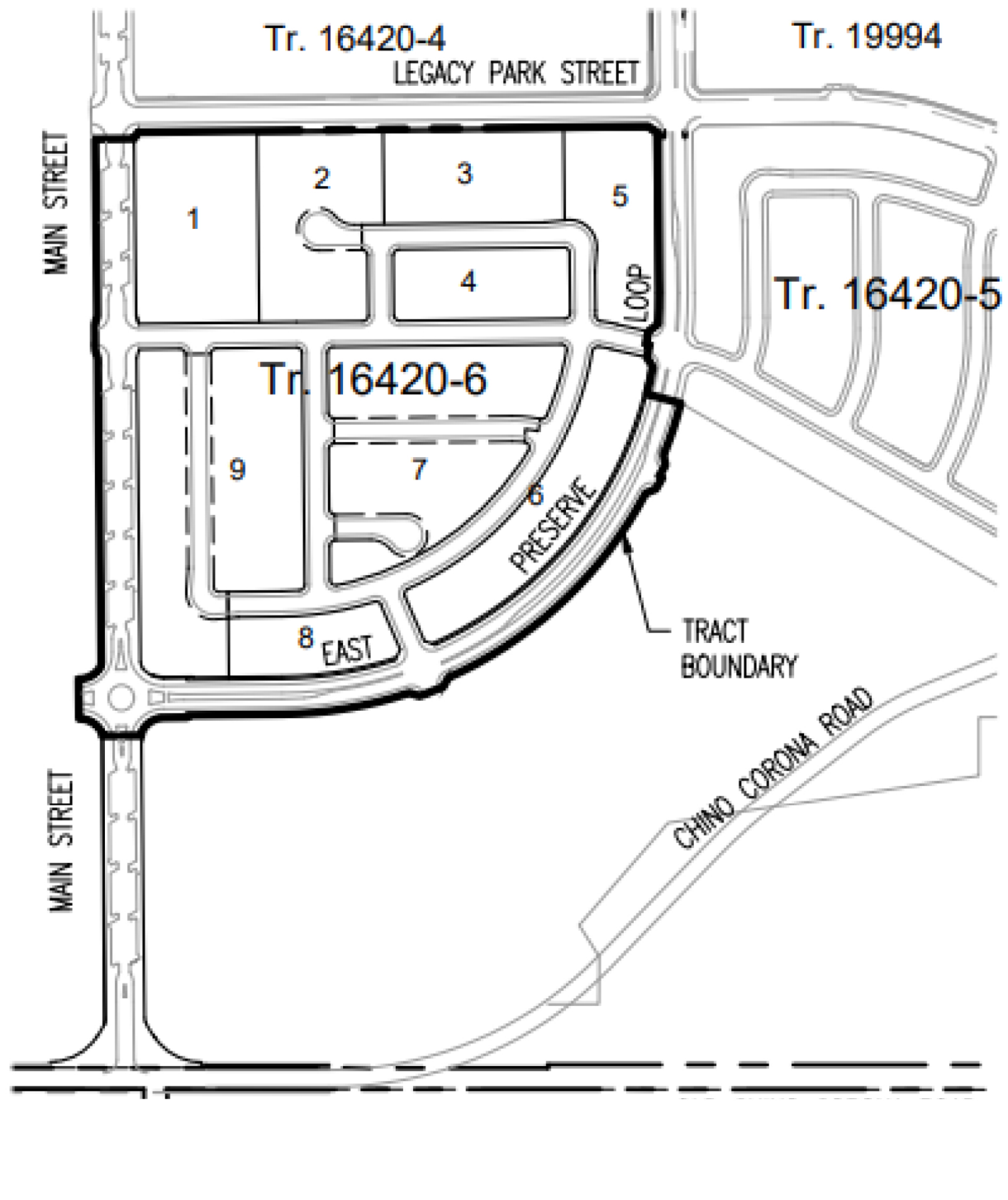
Exhibit B – Replacement Subdivision Improvement Agreement

CITY COUNCIL MEETING DATE: OCTOBER 7, 2025

TITLE: SHEA HOMES LIMITED PARTNERSHIP - REPLACEMENT SUBDIVISION
IMPROVEMENT AGREEMENT FOR TRACT MAP NO. 16420-6 (BLOCK 11 - LOTS 5, 6 & 8).

PAGE: 3

EXHIBIT A



Vicinity Map

Exhibit A

Tract No. 16420-6



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

SHEA HOMES LIMITED PARTNERSHIP

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
SHEA HOMES LIMITED PARTNERSHIP

Agreement Date: October 7, 2025

Subdivider Name: Shea Homes Limited Partnership

Subdivision Description: Approval to construct 83 detached single-family residential dwelling units on 7.57 adjusted gross acres of land at a density of 10.96 dwelling units per acre. This development is part of Tract Map 16420-6, specifically Lots 5, 6, and 8, and is located within the Medium Density Residential (MDR) land use designation of the Preserve Specific Plan. The site is situated North of East Preserve Loop, South of Legacy Park Street, and East of Main Street on Assessor's Parcel Numbers (APNs) 1057-181-19, -20, -29, and -36.

Tentative Map No.: 16420-6 Lots 5, 6, & 8

Estimated Total Cost of Improvements: \$391,446.30

Estimated Total Cost of Monumentation: \$0 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Lots 5,6 & 8 In-Tract Streets	\$186,670.00
Lots 5,6 & 8 In-Tract Wet Utilities	\$204,776.30

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 iplasencia@cityofchino.org	Shea Homes Limited Partnership c/o Gina Gordon Shea Homes 15261 Laguna Canyon Road, Suite 100 Irvine, CA 92618 Office: (949) 526-8840 Cell: (949) 870-6187 Gina.Gordon@sheahomes.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 7th day of October 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Shea Homes Limited Partnership, a California limited partnership ("SUBDIVIDER").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Tract Map No. 16420-6 (Lots 5, 6, & 8), (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 16420-6 (Lots 5, 6, & 8) for the Property and permitting development of the Property to proceed.

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$391,446.30.

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

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 16420-6 (Lots 5, 6, & 8) in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

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

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

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Time for Performance.

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

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

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

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

3. Labor.

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

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

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

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

4. Security.

4.1. Required Security.

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

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$391,446.30 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$195,723.15 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$0 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$1,561,980.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

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

- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

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

4.4. Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

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

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

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

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

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

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

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

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

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

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

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

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

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

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

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

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

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

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

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

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

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
 - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
 - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
 - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
 - (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

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

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

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

12. Environmental Warranty.

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

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

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

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

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

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

- (a) Any proceeding or investigation by any federal, state or local governmental
- (b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- (c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
- (d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

**SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership**

By: _____
Its: Authorized Agent
Nicole Murray

By: _____
Its: Authorized Agent
Michael Ciauri

CITY OF CHINO

Dr. Linda Reich, City Manager

Date: _____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

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

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

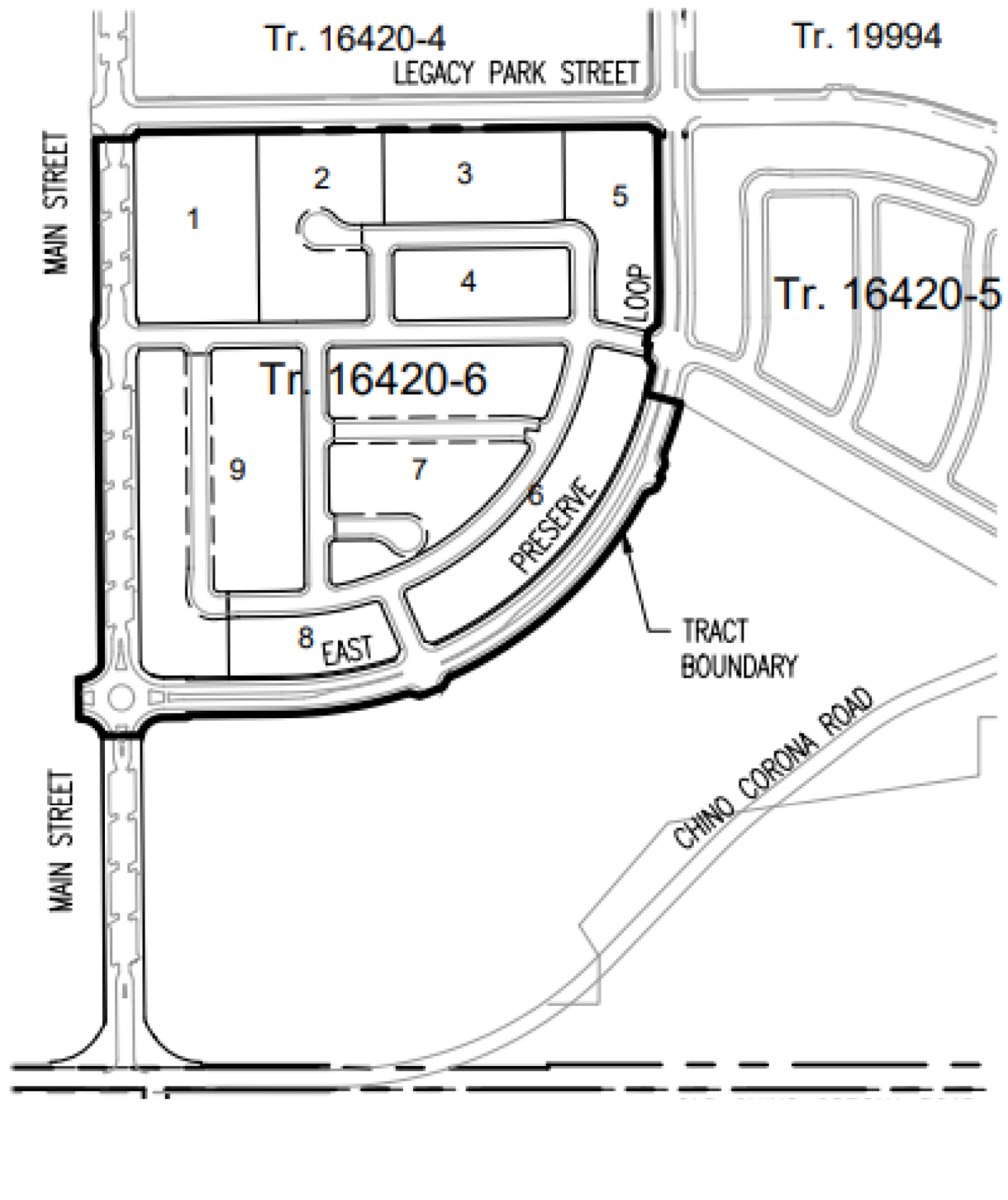
Signer Is Representing: _____

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EXHIBIT “A”

[Attached]

EXHIBIT A



Vicinity Map

Exhibit A

Tract No. 16420-6



EXHIBIT "B"

TENTATIVE TRACT MAP NO. 16420-6 (LOTS 5, 6, & 8) WORKS OF IMPROVEMENT

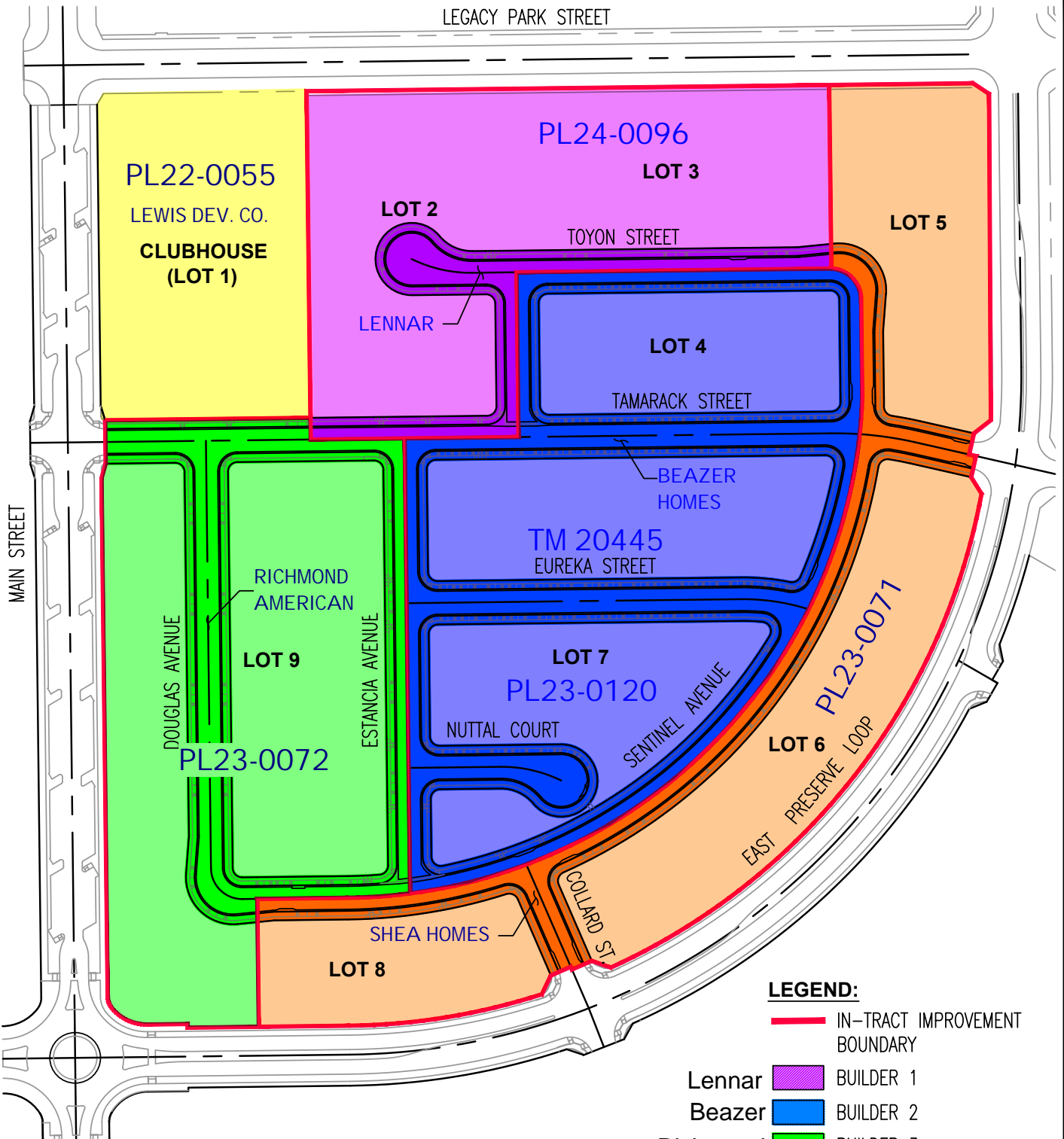
- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required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

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

TRACT 16420-6

Guest Builders

LEGACY PARK STREET



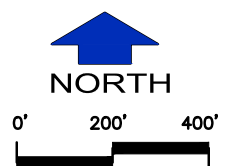
LEGEND:

— IN-TRACT IMPROVEMENT
BOUNDARY

- | | | |
|----------|--|-----------|
| Lennar | | BUILDER 1 |
| Beazer | | BUILDER 2 |
| Richmond | | BUILDER 3 |
| Shea | | BUILDER 4 |

LDKING
Engineers/Surveyors

975 N. Have Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526





CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
17	CY	Concrete Removal	\$ 325.00	\$ 5,525.00
131	CY	AC Pavement Removal	\$ 100.00	\$ 13,100.00
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ -
3513	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ 91,338.00
4182	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ 100,368.00
4391	LF	PCC Curb Only	\$ 20.00	\$ 87,820.00
	LF	8" A.C. Berm	\$ 20.00	\$ -
240	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ 3,840.00
66375	SF	4" PCC Sidewalk	\$ 5.80	\$ 384,975.00
1021	SF	6" PCC Thick Pavement on 6" AB	\$ 12.50	\$ 12,762.50
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Street Sign and Post	\$ 475.00	\$ -
	EA	Traffic Sign and Post	\$ 400.00	\$ -
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	EA	Painted Legend	\$ 6.50	\$ -
	SF	Prime or Tack Coat	\$ 0.08	\$ -
	TON	AC Variable - <300T	\$ 130.00	\$ -
4,399	TON	AC Variable - >300T	\$ 120.00	\$ 527,880.00
	TON	CAB Variable - <300T	\$ 100.00	\$ -
5,005	TON	CAB Variable - >300T	\$ 90.00	\$ 450,450.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

STREETS				
24	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
42	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ 22,050.00
26	EA	Street Light	\$ 7,700.00	\$ 200,200.00
1	EA	Electrical Pedestal	\$ 6,500.00	\$ 6,500.00
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
		Signing & Striping for		
	LF	Arterial	\$ 19.00	\$ -
3225	LF	Collector	\$ 13.00	\$ 41,925.00
	LF	Local	\$ 7.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 25.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 35.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 11,500.00	\$ -
		Distribution	\$ 8,000.00	\$ -
		Service	\$ 3,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
 LOCATION : East Preserve Loop at Main Street
 By: TS
 DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 144,000.00
	EA	Traffic Signal Loops	\$ 600.00	\$ -
691	SF	4" to 6" Fresno River Cobble Pavement	\$ 10.00	\$ 6,910.00
148	LF	Metal Beam Guard Rail	\$ 70.00	\$ 10,360.00

STREETS				
		STREET SUBTOTAL		\$ 2,132,803.50
	LS	Mobilization (5% of Construction Cost)	5%	\$ 106,640.18
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 106,640.18
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 106,640.18
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 106,640.18
GRAND TOTAL STREETS ONLY				\$ 2,559,364.20



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
275	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ 27,500.00
3101	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ 418,635.00
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 150.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
5	EA	8" Gate Valve	\$ 2,600.00	\$ 13,000.00
11	EA	12" Gate Valve	\$ 4,500.00	\$ 49,500.00
	EA	18" Gate Valve	\$ 7,500.00	\$ -
6	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 45,000.00
7	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ 60,200.00
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

WATER				
		WATER SUBTOTAL		\$ 613,835.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 30,691.75
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 30,691.75
GRAND TOTAL WATER ONLY				\$ 675,218.50



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
3182	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ 318,200.00
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
10	EA	8" Gate Valve	\$ 2,600.00	\$ 26,000.00
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
4	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ 34,400.00
1	EA	2" Air Relief Assembly	\$ 4,500.00	\$ 4,500.00
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		\$ 383,100.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 19,155.00
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 19,155.00
GRAND TOTAL RECYCLED WATER ONLY			\$	421,410.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$208.00	\$ -
	EA	Sewer Saddle	\$450.00	\$ -
	EA	Wyes 4" x 8" Typical	\$225.00	\$ -
	EA	48" Sewer Manhole	\$4,700.00	\$ -
	EA	60" Sewer Manhole	\$7,500.00	\$ -
	EA	Sewer Cleanout	\$1,800.00	\$ -

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



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	\$ -
17	EA	Storm Drain Manhole #1	\$ 10,000.00	\$ 170,000.00
	EA	Junction Structure #2 (24" or larger)	\$ 8,850.00	\$ -
4	EA	Junction Structure #4 (24" or smaller)	\$ 4,000.00	\$ 16,000.00
	EA	Outlet Structure	\$ 7,000.00	\$ -
22	EA	Catch Basin 3.5' Width	\$ 7,200.00	\$ 158,400.00
	EA	Catch Basin 7' Width/L.D.	\$ 7,900.00	\$ -
	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ -
2002	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ 480,480.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 280.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 295.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 310.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 320.00	\$ -
1589	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 330.00	\$ 524,370.00
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 360.00	\$ -
169	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 385.00	\$ 65,065.00
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 440.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 500.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 560.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 625.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 690.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 765.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 830.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 920.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,075.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 700.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 820.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 870.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
2	EA	24" CMP Riser	\$ 1,250.00	\$ 2,500.00
77	LF	24" CSP Pipe	\$ 200.00	\$ 15,400.00
3	EA	PIPE END CAPS	\$ 200.00	\$ 600.00
42	LF	8" HDPE N12 DRAIN PIPE	\$ 50.00	\$ 2,100.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ 1,434,915.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 71,745.75
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 71,745.75
GRAND TOTAL STORM DRAIN ONLY				\$ 1,578,406.50



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
 LOCATION : East Preserve Loop at Main Street
 By: TS
 DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 2,559,364.20
		GRAND TOTAL WATER ONLY		\$ 675,218.50
		GRAND TOTAL RECYCLED WATER ONLY		\$ 421,410.00
		GRAND TOTAL SEWER ONLY		\$ -
		GRAND TOTAL STORM DRAIN ONLY		\$ 1,578,406.50
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 5,234,399.20

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$ 523,439.92
	<i>Construction Staking</i>	3%	\$ 157,031.98
	<i>Soils Testing</i>	1%	\$ 52,343.99
	<i>Material Testing</i>	1%	\$ 52,343.99
	<i>Construction Inspection</i>	4.8%	\$ 251,251.16
	<i>Contract Administration</i>	1%	\$ 52,343.99
	GRAND TOTAL (FOR BOND AMOUNTS)		\$ 6,323,154.23

Faithful Performance Bond (100% of Construction Cost)

Labor & Material Bond (50% of Construction Cost)

Warranty Bond (10% of Construction Cost)



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:



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

BY CITY

\$	6,323,200.00
\$	3,161,600.00
\$	632,300.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)



CITY OF CHINO

ENGINEERING COST ESTIMATE

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STREETS				
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	CY	Concrete Removal	\$ 325.00	\$ -
	CY	AC Pavement Removal	\$ 100.00	\$ -
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ -
	LF	PCC Curb Only	\$ 20.00	\$ -
	LF	8" A.C. Berm	\$ 20.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
66375	SF	4" PCC Sidewalk	\$ 5.80	\$ 384,975.00
	SF	6" PCC Thick Pavement on 6" AB	\$ 12.50	\$ -
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Street Sign and Post	\$ 475.00	\$ -
	EA	Traffic Sign and Post	\$ 400.00	\$ -
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	EA	Painted Legend	\$ 6.50	\$ -
	SF	Prime or Tack Coat	\$ 0.08	\$ -
	TON	AC Variable - <300T	\$ 130.00	\$ -
	TON	AC Variable - >300T	\$ 120.00	\$ -
	TON	CAB Variable - <300T	\$ 100.00	\$ -
	TON	CAB Variable - >300T	\$ 90.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
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	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
42	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ 22,050.00
26	EA	Street Light (Install only. SLs are purchased)	\$ 3,000.00	\$ 78,000.00
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
		Signing & Striping for		
	LF	Arterial	\$ 19.00	\$ -
3225	LF	Collector	\$ 13.00	\$ 41,925.00
	LF	Local	\$ 7.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 25.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 35.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 11,500.00	\$ -
		Distribution	\$ 8,000.00	\$ -
		Service	\$ 3,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS

	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 144,000.00
	EA	Traffic Signal Loops	\$ 600.00	\$ -
691	SF	4" to 6" Fresno River Cobble Pavement	\$ 10.00	\$ 6,910.00
148	LF	Metal Beam Guard Rail	\$ 70.00	\$ 10,360.00
1	EA	Final Punchlist Work	\$ 25,000.00	\$ 5,000.00

STREETS

		STREET SUBTOTAL		\$ 716,020.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ -
GRAND TOTAL STREETS ONLY				\$ 716,020.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 150.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -
1	EA	Final Punchlist Work	\$ 25,000.00	\$ 25,000.00

WATER				
		WATER SUBTOTAL		\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	\$ -
	LS	Traffic Control (5% of Construction Cost)	0%	\$ -
GRAND TOTAL WATER ONLY			\$	25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -
1	EA	Final Punchlist Work	\$ 25,000.00	\$ 25,000.00

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	\$ -
	LS	Traffic Control (5% of Construction Cost)	0%	\$ -
GRAND TOTAL RECYCLED WATER ONLY			\$	25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$208.00	\$ -
	EA	Sewer Saddle	\$450.00	\$ -
	EA	Wyes 4" x 8" Typical	\$225.00	\$ -
	EA	48" Sewer Manhole	\$4,700.00	\$ -
	EA	60" Sewer Manhole	\$7,500.00	\$ -
	EA	Sewer Cleanout	\$1,800.00	\$ -
1	EA	Final Punchlist Work	\$ 25,000.00	\$ 25,000.00

SEWER				
		SEWER SUBTOTAL		\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	\$ -
	LS	Traffic Control (5% of Construction Cost)	0%	\$ -
GRAND TOTAL SEWER ONLY			\$	25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	\$ -
	EA	Storm Drain Manhole #1	\$ 10,000.00	\$ -
	EA	Junction Structure #2 (24" or larger)	\$ 8,850.00	\$ -
	EA	Junction Structure #4 (24" or smaller)	\$ 4,000.00	\$ -
	EA	Outlet Structure	\$ 7,000.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,200.00	\$ -
	EA	Catch Basin 7' Width/L.D.	\$ 7,900.00	\$ -
	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 280.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 295.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 310.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 320.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 330.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 360.00	\$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 385.00	\$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 440.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 500.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 560.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 625.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 690.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 765.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 830.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 920.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,075.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 700.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 820.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 870.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	EA	24" CMP Riser	\$ 1,250.00	\$ -
	LF	24" CSP Pipe	\$ 200.00	\$ -
	EA	PIPE END CAPS	\$ 200.00	\$ -
	LF	8" HDPE N12 DRAIN PIPE	\$ 50.00	\$ -
1	EA	Final Punchlist Work	\$ 25,000.00	\$ 25,000.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	\$ -
	LS	Traffic Control (5% of Construction Cost)	0%	\$ -
GRAND TOTAL STORM DRAIN ONLY				\$ 25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
 LOCATION : East Preserve Loop at Main Street
 By: TS
 DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 716,020.00
		GRAND TOTAL WATER ONLY		\$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		\$ 25,000.00
		GRAND TOTAL SEWER ONLY		\$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		\$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 816,020.00

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$ 81,602.00
	<i>Construction Staking</i>	3%	\$ 24,480.60
	<i>Soils Testing</i>	1%	\$ 8,160.20
	<i>Material Testing</i>	1%	\$ 8,160.20
	<i>Construction Inspection</i>	4.8%	\$ 39,168.96
	<i>Contract Administration</i>	1%	\$ 8,160.20
	GRAND TOTAL (FOR BOND AMOUNTS)		\$ 985,752.16

Faithful Performance Bond (100% of Construction Cost) \$ **0.24**
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO



ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

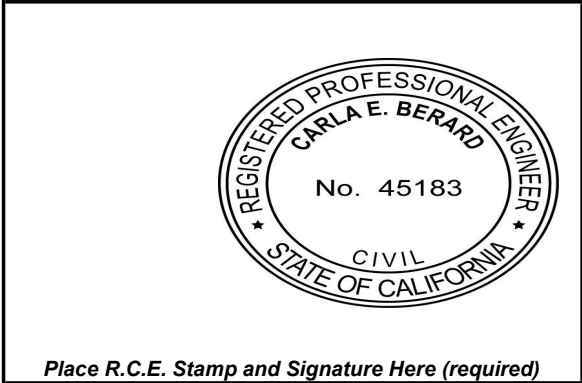
Quantity	Unit	Item	Unit Price	Total Cost Per Item
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C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:



BY CITY	
	\$ 985,800.00
	\$ 492,900.00
	\$ 98,600.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

Improvements	Bond No.	Bond Type	Original Amount	Reduced Amount
Backbone Streets	24282451	Faithful Performance	\$3,103,700.00	\$748,020.00
		Labor & Material	\$1,551,850.00	\$374,010.00
Backbone Wet Utilities	24282446	Faithful Performance	\$3,219,400.00	\$643,882.50
		Labor & Material	\$1,609,700.00	\$321,941.25
Lots 2 & 3 Streets	24282453	Faithful Performance	\$524,100.00	\$143,660.21
		Labor & Material	\$262,050.00	\$71,830.11
Lots 2 & 3 Wet Utilities	24282448	Faithful Performance	\$644,300.00	\$128,865.28
		Labor & Material	\$322,150.00	\$64,432.64
Lots 4 & 7 Streets	24282452	Faithful Performance	\$1,824,000.00	\$545,587.05
		Labor & Material	\$912,000.00	\$272,793.53
Lots 4 & 7 Wet Utilities	24282447	Faithful Performance	\$2,364,000.00	\$472,802.16
		Labor & Material	\$1,182,000.00	\$236,401.08
Lots 5, 6 & 8 Streets	24282455	Faithful Performance	\$727,100.00	\$186,670.00
		Labor & Material	\$363,550.00	\$93,335.00
Lots 5, 6 & 8 Wet Utilities	24282450	Faithful Performance	\$1,023,900.00	\$204,776.30
		Labor & Material	\$511,950.00	\$102,388.15
Lot 9 Streets	24252454	Faithful Performance	\$1,007,100.00	\$285,209.40
		Labor & Material	\$503,550.00	\$142,604.70
Lot 9 Wet Utilities	24282449	Faithful Performance	\$1,182,200.00	\$236,442.41
		Labor & Material	\$591,100.00	\$118,221.21

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20445 (PL0056 MSA and PL21-0075)

DATE: August 3, 2022 PC MEETING DATE: September 19, 2022

PROJECT DESCRIPTION: Master Site Approval and TTM 20445 to create 77 lots.

PROJECT LOCATION: SE corner Legacy Park, Main Street, and East Preserve Loop

APPLICANT: Chino Preserve Development PROJECT ENGINEER: Felicia Marshall

PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

1.0 PRIOR TO MAP RECORDATION:

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

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>East Preserve Loop</u>	<u>83 feet with 6 foot LS Lot to west/north and 8' to east*</u>	<u>40 feet to west and 43 feet to east</u>
<u>Main Street</u>	<u>92 feet</u>	<u>46 feet each side</u>
<u>Legacy Park Street</u>	<u>40 feet with 6 foot LS Lot*</u>	<u>South</u>
<u>A through H Street</u>	<u>60 feet</u>	<u>30 feet each side</u>

* No LS (landscape) lot along parks and community center areas.

- 1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3b Easements:
 - 1 foot sidewalk easements at right-of-way radial corner returns.
- 1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

Reviewed/Approved By: JP Date: 9/7/22

- 1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.
- 1.6 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.7 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.
- 1.8 Comply with all applicable requirements of the City Municipal Code.
- 1.9 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolonged from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).
 - a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
 - i. park/recreation play facilities
 - ii. sidewalks/walks
 - iii. shared-use paths/multi-purpose paths
 - iv. curb ramps
 - v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
 - vi. driveway approaches crossings
 - vii. parking space
 - viii. bus boarding and alighting areas (bus stops)
 - b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.
 - c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.
- 1.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.
- 1.11 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

**2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/
PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:**

- 2.1 Record Tract Map No. 20445 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.
- 2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.
- 2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	"A" – "H"	East Preserve Loop	Main Street	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	31' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	8' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	29'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X ¹	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X	X	X
Sewer ⁴	X	X	X ⁹	
Storm Drain ³	X	X	X	
Domestic Water	X ²	X	X	
Recycled Water	X ⁷	X	X	
Fire Hydrants as required by CVIFD	X	X	X	X
Other Landscape Lot		X ⁵		X ⁶

¹ Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.

² Public water mains shall not extend into lettered lots.

³ Line F Storm drain must be complete for this tract to tie into.

⁴ The proposed sewer connects within East Preserve Loop and runs west, then south on Main Street. These offsite improvements must be completed for this tract to connect.

The sewer within the private drive aisle is private.

⁵ The landscape lots for East Preserve Loop is 6' on the west side.

⁶ The landscape lots for Legacy Park is 6' on the south side, with no landscape lot at the parks and community center areas.

⁷ Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

- 2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.
- 2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

- 2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system.
- 2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.
- Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).
- 2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml
- 2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 2.14 Any future maintenance and repair of domestic or fire service laterals and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 2.15 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).
- 2.16 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.
- 2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

- 2.18 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.
- 2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

- 3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).
- 3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval
- 3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

- 4.1 Complete all Conditions of Approval listed under Sections 1-3 above.
- 4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.
- 4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.
- 4.4 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

- 5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study and any agreed to interim improvements:
 - a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
 - b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
 - c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

- d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.
- 5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.
- 5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.
- 5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

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

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20445

PROJECT ENGINEER: Felicia Marshall

DATE: 8/3/2022

- ☒ A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- ☒ 1 Copy of Development Engineering Division Conditions of Approval
- ☒ 2 Sets of Maps (Subdivision Only)
- ☒ 2 Copies of preliminary Title Report (no older than six months) (Subdivision Only)
- ☒ 2 Copies of Closure Calculations (Subdivision Only)
- ☒ 1 Set of Referenced Maps (Subdivision Only)
- ☒ 2 Copies of Preliminary Soils Report (no older than sixty days)
- ☐ 2 Copies of lot line adjustment certificate
- ☐ 2 Copies of lot merger
- ☐ 2 Copies of right-of-way dedication
- ☐ 4 Sets of Rough Grading Plans
- ☒ 5 Sets of Precise Grading Plans
- ☒ 4 Sets of Storm Drain Plans
- ☒ 2 Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- ☒ 2 Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☒ 3 Sets of Street Improvements Plans
- ☒ 3 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☒ 2 Sets of Sewer Plans
- ☒ 3 Sets of Domestic Water Plans
- ☒ 2 Sets of Recycled Water Plans
- ☒ 2 Sets of Street Light Plans including a Photometric Diagram
- ☒ 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- ☒ 2 Sets of Signing and Striping Plans
- ☐ 1 Sets of Traffic Signal Interconnect Plans
- ☐ 2 Sets of Traffic Signal Plans
- ☒ 1 Water Quality Management Plan

EXHIBIT "C"

TRACT NO. 16420.-6 (LOTS 5, 6, & 8)

SHEA HOMES LIMITED PARTNERSHIP

ENVIRONMENTAL WARRANTY

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

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

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

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

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

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

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

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

Dated: _____

SHEA HOMES LIMITED PARTNERSHIP

By: _____

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