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

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

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

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

TUESDAY, MARCH 24, 2026

SPECIAL MEETING

AGENDA

OPEN SESSION – 6:00 PM

NOTICE AND CALL FOR A SPECIAL MEETING OF THE CHINO CITY COUNCIL / SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY THAT WILL BE HELD ON TUESDAY, MARCH 24, 2026 AT 6:00 PM IN THE CITY COUNCIL CHAMBERS LOCATED AT 13220 CENTRAL AVENUE, CHINO, CA.

ROLL CALL

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

FLAG SALUTE

CEREMONIALS

Proclamations

Arbor Day - Proclaim April 3, 2026, as Arbor Day in the City of Chino in accordance with National Arbor Day Foundation.

Government Finance Professionals Week - Proclaim March 23 - 27, 2026 as Government Finance Professionals Week in the City of Chino.

Presentations

Chino Youth Boxing Club Awards - Recognition of Chino Youth Boxing Club Members who received various awards during 2025.

Mike Garcia, Chino Youth Boxing Foundation - Recognition of Mike Garcia for his 35 years of service to the Chino Boxing Club and Chino Youth Boxing Foundation.

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

- Yanks Air Museum
- Su Carniceria

AGENDA ADDITIONS/REVISIONS

INFORMATION

External Agency Report for March 24, 2026. Receive and file the External Agency Report for March 24, 2026 (Covering Meetings from January 1 - 31, 2026).

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 7774458 to 7774709, and Electronic Fund Transfers 5525977E to 526098E, totaling $9,003,501.57.

2. Minutes. Approve Minutes for (a) Regular Meeting Minutes for March 3, 2026 (Mayor Ulloa Absent-Excused) and (b) Study Session Meeting for March 10, 2026 (All Members Present).

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

4. Government Relations Update for March 24, 2026. Receive and file the March 24, 2026, Government Relations Update.

5. Ordinance No. 2026-002 Second Reading - CFD 2026-1 (Second Reading). Adoption of Ordinance No. 2026-002 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2026-01 Improvement Areas 1-3.

   ORDINANCE NO. 2026-002 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT AND IMPROVEMENT AREA NOS. 1 THROUGH 3 THEREIN

6. Majestic Chino Flight, LLC - Vesting Parcel Map. No. 20561, Subdivision Improvement Agreement and Development Impact Fee Construction Credit/Reimbursement Agreement. Approve Vesting Parcel Map No. 20561, Subdivision Improvement Agreement, and the Development Impact Fee (DIF) Construction Credit/Reimbursement Agreement with Majestic Chino Flight, LLC.

7. Approve Amendment No. 2 with Hunsaker and Associates Irvine, Inc. and transfer CIP Project scope from WA242 to WA223. Approve Contract Amendment No. 2 with Hunsaker and Associates Irvine, Inc. for $94,620 and update the project titles for WA223 to Water Main Replacement - Russell Avenue and Walnut Avenue and WA242 to Water Main Replacement - Philadelphia Avenue.

8. Final Acceptance of Public Improvements for Tract Map No. 20166 (Block 4) KB Homes Coastal, Inc. Accept public improvements as complete for Tract Map No. 20166, constructed by KB Homes Coastal, Inc., for the subdivision generally located south of Market Street, west of Hellman Avenue, north of Legacy Park, and east of Discovery Park.

NEW BUSINESS

9. Joint Exercise of Powers Agreement - San Bernardino Regional Housing Trust (SBRHT). Consideration of Joint Powers Agreement (JPA) authorizing participation in the San Bernardino Regional Housing Trust.

   Staff Report By: Chris Corbin, Deputy Director of Development Services and Warren Morelion, Director of Development Services

   RECOMMENDATION: 1) Adopt Resolution 2026-020 approving a Joint Exercise of Powers Agreement ("Agreement") with the San Bernardino Regional Housing Trust (SBRHT); 2) appropriate $25,000 from the Affordable Housing Fund 310 for annual membership fees; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

10. San Bernardino County Transportation Authority (SBCTA) Measure I 3.0. Approval a Resolution Supporting the Expenditure Plan Presented by the San Bernardino County Transportation Authority for the Continuation of Measure I.

    Staff Report By: Albert Espinoza, Deputy Director of Public Works/City Engineer and Hye Jin Lee, Director of Public Works

    RECOMMENDATION: Adopt Resolution No. 2026-019, approving support of the expenditure plan presented by SBCTA for the continuation of Measure I, which supports street maintenance and transportation-related improvements.

11. Federal Asset Forfeiture - Duty Handguns and Accessories. Establish Federal Grant and Appropriate Funds for the Purchase of Duty Handguns and Necessary Accessories.

    Staff Report By: Police Chief Kevin Mensen and Deputy Police Chief Nicholas Marotta

    RECOMMENDATION: 1) Establish Federal Grant Number G4266; 2) appropriate $296,014.05 from the fund balance of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of duty handguns and all necessary accessories; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

12. Approval of Settlement Agreement with K. Hovnanian for Required Accessibility and Public Works Improvements. Approve the settlement agreement between the City of Chino and K. Hovnanian for required improvements in the City of Chino per the Americans With Disabilities Act, California Law, the Chino Municipal Code and applicable Subdivision Improvement Agreement.

    Staff Report By: Fred Galante, City Attorney

    RECOMMENDATION: It is recommended that the City Council consider and approve the settlement agreement between the City of Chino and K. Hovnanian for required improvements in the City of Chino per the Americans with Disabilities Act, California Law, the Chino Municipal Code and applicable Subdivision Improvement Agreement.

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

13. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to Chino Valley YMCA.

    RECOMMENDATION: Approve community support fund contribution to Chino Valley YMCA ($250).

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Director's Report

Police Chief's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, April 7, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Thursday, March 19, 2026 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Arbor 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
- Positive City Image
- Public Service Excellence Through Internal & External Partnerships
- Superior Customer Service

CHINO

Proclamation

WHEREAS, *in 1872 the first Arbor Day in the United States was held with over one million trees planted in Nebraska; and*

WHEREAS, *the National Arbor Day Foundation celebrates Arbor Day in April, and*

WHEREAS, *the City of Chino has been recognized for over 31 years as a "Tree City USA" by the National Arbor Day Foundation; and*

WHEREAS, *trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and*

WHEREAS, *trees can reduce wind and water erosion, cut heating and cooling costs, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource - giving us paper, wood for our homes, and fuel for our fires, and countless other wood products; and*

WHEREAS, *through the cooperation of the residents of the City of Chino and community groups, the benefits of planting trees and proper conservation practices can be passed on in an enduring heritage of vital natural resources to the citizens of Chino.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *do hereby proclaim April 3, 2026, as*

ARBOR DAY

in the City of Chino and encourage each citizen to observe this day by planting one or more trees and by participating in the First Friday activities at the Chino Youth Museum courtyard to learn more about the importance of Arbor Day.

PRESENTED THIS 24TH DAY OF MARCH 2026.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

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

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

SUBJECT

Government Finance Professionals Week

CHINO

Proclamation

***WHEREAS**, the **California Society of Municipal Finance Officers (CSMFO)** designates Government Finance Professionals Week each year to recognize the critical role that government finance professionals play in supporting transparent, accountable, and fiscally responsible local government; and*

***WHEREAS**, government finance professionals serve as stewards of public resources and are responsible for critical functions including budgeting, financial reporting, treasury management, procurement, and long term financial planning; and*

***WHEREAS**, these professionals ensure that public funds are managed with integrity, transparency, accuracy, and accountability, providing elected officials and the community with reliable financial information to support sound policy and operational decisions; and*

***WHEREAS**, strong financial management supports the delivery of essential public services and strengthens the long term fiscal stability of the City of Chino; and*

***WHEREAS**, Government Finance Professionals Week provides an opportunity to recognize the dedication, expertise, and professionalism of the individuals who safeguard the financial operations of local government and help maintain the public's trust; and*

***NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO**, do hereby proclaim the week of March 23 through March 27, 2026, as*

GOVERNMENT FINANCE PROFESSIONALS WEEK

in the City of Chino, and commend the City's finance professionals for their commitment to responsible financial stewardship and service to the community.

PRESENTED THIS 24th DAY OF MARCH, 2026.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

Ngonzaga

NATALIE GONZAGA, City Clerk

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Chino Youth Boxing Club Awards.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Recognition of Mike Garcia for his 35 years of service to the Chino Boxing Club and Chino Youth Boxing Foundation.

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
- Positive City Image
- Public Service Excellence Through Internal & External Partnerships
- Superior Customer Service

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

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: MARCH 24, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

External Agency Report for March 24, 2026.

RECOMMENDATION

Receive and file the External Agency Report for March 24, 2026 (Covering Meetings from January 1 - 31, 2026).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

BACKGROUND

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

ISSUES/ANALYSIS

The attached Monthly Agency Report for March 24, 2026, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may affect or interest the City of Chino, its residents, and its businesses. The report covers meetings held from January 1 - 31, 2026.

CITY OF CHINO
MONTHLY AGENCY REPORTS
MARCH 24, 2026 - Covering meetings from January 1 – January 31, 2026

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

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

Meeting Date: January 20, 2026

During their special meeting on January 20, 2026, the Board of Directors met in closed session to evaluate the performance of the Executive Director of Animal Services. They also discussed labor negotiations for this position.

Meeting Date: January 28, 2026

The Board approved several consent items, including December 2, 2025, meeting minutes, a resolution amending observed holidays, and a two-year, $400,000 Administrative Services Agreement with the City of Ontario. Additionally, the Board took administrative action to approve a contract amendment for Executive Director Clinton Thacker, granting a 3% increase in base salary.

Next anticipated meeting date: February 25, 2026

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

No meeting during this reporting period.

Next anticipated meeting date: March 17, 2026

CHINO VALLEY CHAMBER OF COMMERCE
Council Representative: Christopher Flores | Staff Report By: Ellyse Martinez

Meeting Date: No meeting in January due to the Chamber Retreat on January 16.

- On Wednesday, January 7, Council Member Christopher Flores, Ellyse Martinez, and Linda Hinojos attended the Coastal Kids Pediatric Care Grand Opening and Ribbon Cutting. Council Member Flores presented a certificate from the City Council and said a few words of welcome to the new business. The business is located at 13609 Central Avenue, Suite B&C.

- On Monday, January 12, Council Member Flores attended career day hosted by the Chamber at Ray Wiltsey Middle School in Ontario. While there, he met with students and talked about his work as a Council Member here in Chino.

Next anticipated meeting date: February 24, 2026

CHINO BASIN DESALTER AUTHORITY

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

Meeting Date: January 27, 2026

The Chino Basin Desalter Authority (CDA) reported that 371.563 acre-feet of water was delivered to the City of Chino in December.

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

- Approval of a 5% Cost-of-Living Adjustment (COLA) to ensure salaries remain competitive in the labor market and support the retention and attraction of qualified employees. The total impact on the FY 25/26 budget, covering January 2026 to June 2026, is estimated at $17,317.
- Approval to sole-source purchase from FEDCO Equipment for a spare Reverse Osmosis (RO) interstage pump and motor for the Chino I Desalter in the amount of $65,714. The Chino I Desalter utilizes an interstage booster pump to regulate flow between the first and second stages of the RO process. Adequate funding is available in the FY 2025/26 Operations and Maintenance Budget.

Next anticipated meeting date: February 24, 2026

CHINO BASIN WATERMASTER

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

Meeting Date: January 22, 2026

<u>Business Item A: Chino Basin Watermaster 48th Annual Report (Fiscal Year 2024/25)</u>

This item involved consideration of the 48th Annual Report for Fiscal Year 2024/25, which documents Watermaster activities, basin conditions, groundwater management actions, and compliance with the Judgment during the prior fiscal year. The agenda packet explained that the Annual Report serves as the official record of Watermaster operations and must be filed with the Court. The report summarizes administrative actions, basin monitoring results, Optimum Basin Management Program activities, and other key accomplishments completed during the fiscal year. Following review and discussion, the Watermaster Board adopted the 48th Annual Report as presented and directed staff to file the report with the Court, subject to any necessary non-substantive changes.

<u>Business Item B: Budget Amendment A-26-01-01 – Refinement of Safe Yield Reevaluation Technical Work</u>

This item addressed a proposed budget amendment to continue and refine technical work associated with the ongoing Safe Yield Reevaluation. The agenda packet explained that the amendment would fund additional modeling, peer-review coordination, and refinement of technical assumptions to support continued evaluation

of basin conditions and long-term safe-yield determinations. During the Board discussion, several Board members expressed frustration regarding the cumulative cost and duration of repeated Safe Yield reevaluations and raised concerns about the amount of funding being expended to continue this effort.

It was clarified during the discussion that the Safe Yield Reevaluation work is funded by the Appropriative Pool, not by all Watermaster parties, and that the Appropriative Pool elected to advance this item for Board consideration. The item had previously been supported by the Advisory Committee, with a reported 93 percent affirmative vote. While concerns regarding overall expenditures were noted, the Board acknowledged the Appropriative Pool's funding responsibility and the procedural appropriateness of bringing the item forward.

Following discussion, the Watermaster Board adopted Budget Amendment A-26-01-01, with a vote of eight in favor and one opposed, authorizing staff and consultants to proceed with the refined Safe Yield Reevaluation technical work.

Next anticipated meeting date: February 26, 2026

CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS

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

Meeting Date: January 14, 2026

Liaison Reports To Fire District

City of Chino Council Member Karen Comstock updated the Fire District Board on the following:

- The City of Chino's first Lunar New Year Celebration on January 31 – February 1.
- The Euclid Avenue Bridge Project, which is now moving into environmental review. A public scoping meeting is being hosted on January 27, with a virtual meeting on January 29. Information on the project is available at www.cityofchino.org/euclid.
- The annual Run for Russ Memorial 5K is taking place on February 7, with registration open for participants. She thanked the Chino Valley Fire Foundation for its support and collaboration with the City.
- Chilly Chino Snow Day will take place at Ayala Park on Saturday, January 17.

New Business

The Board of Directors approved the following items 5-0:

- Item 7. Board Member Compensation - The Board reviewed and discussed Board Member compensation and directed staff to bring an ordinance back for consideration, increasing the per-meeting/service-day Board Member compensation to $194, in accordance with Board Policies and State law.
- Item 8. Board Annual Individual Membership Review - The Board reviewed and approved the recommendations for individual memberships for Board Members in accordance with Board Policy 1090:
    - President Mike Kreeger: Rancho Del Chino Rotary Club

- Vice President Tom Haughey: Rancho Del Chino Rotary Club
- Director Harvey Luth: Kiwanis Club
- Director Sarah Ramos-Evinger: Rancho Del Chino Rotary Club and National Fire Protection Association

- SB 105 Communications Infrastructure - The Board authorized the Fire Chief to accept a $360,000 grant and execute the associated subaward. The grant, totaling $360,000, is from an appropriation from Assemblymember Rodriguez and will fund new communication infrastructure. The funding is included in SB 105 and funded through the California Governor's Office of Emergency Services (CalOES).

Fire Chief's Comments

The Fire Chief provided an update on the Ambulance Transport Service through ConFire JPA, stating that CVFD would continue to move forward based on the latest information from the appellate court. He stated the new truck is in the District and staff are being trained on it.

Next anticipated meeting date: February 11, 2026

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

Meeting Date: January 15, 2026

Information

The Board received the following items as information:

- Item IV.A.1. New Board Policy 6145.1 Students – Student Access to Sex-Separated Facilities, Programs, and Athletics Received for information New Board Policy 6145.1 Students – Student Access to Sex-Separated Facilities, Programs, and Athletics.
- Item IV.B.1. 2024/2025 Independent Auditor's Annual Financial Audit Report - Received for information the 2024/2025 Independent Auditors' Annual Financial Audit Report.

Next anticipated meeting date: February 19, 2026

CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE

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

Meeting Date: January 28, 2026

Construction Update

- Don Lugo High School – Pool and Gymnasium Renovations: Work in the gymnasium was successfully completed and turned over to the school site during the first week of January. The hardwood floors were stained to match school colors, and a new bleacher system was installed on both the home and visitor sides. In the pool area, the fence/gates, deck, grandstand, and shade structures are complete.

The pool interior has been plastered, and the pool was filled in early January. The pool is expected to be fully completed and ready for use by early February 2026. On the east side of the gymnasium, construction of the new foyer, ticket booth, and restrooms continues.

- Ayala High School – Performing Arts Center: A Notice Inviting Bids for the project is scheduled to be publicly advertised late January 2026, with construction anticipated to start in summer 2026.

Next anticipated meeting date: April 29, 2026

CITIZEN'S COMMITTEE FOR CIM & CIW

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

No report.

INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE

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

Meeting Date: January 1, 2026

The meeting was canceled.

Next anticipated meeting date: February 5, 2026

LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION

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

Meeting Date: January 29, 2026

Council Member Karen Comstock and Assistant City Manager Jackie Melendez attended the Inland Empire Division meeting of the League of California Cities in Grand Terrace. New IE Division president Bill Hussey of Grand Terrace led the meeting. Immediate Past President Kristine Scott of Rancho Cucamonga informed members of the League of Cities' Goals for 2026. Ms. Scott led a discussion on Division Goals, with IE Division Vice President Karen Comstock discussing Measure I, homelessness, and Proposition 36 implementation. Information on Governor Newsom's proposed budget was provided, noting that it generally maintains existing programs but does not address cost pressures on cities, which are being forced to absorb state policy responsibilities without compensation. For example, no new state funding is provided to support cities' implementation of Proposition 36. Advocacy for funding homelessness and housing was identified as a critical issue for League members.

Committee members provided updates on the policy committees. Laura Varela, the Regional Public Affairs Manager for the League, provided an update on the League's activities and upcoming events.

Next anticipated meeting date: March 19, 2026

OMNITRANS BOARD OF DIRECTORS

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

Meeting Date: January 5, 2026

No current items to report.

Next anticipated meeting date: February 4, 2026

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

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

No meeting during this reporting period.

Next anticipated meeting date: TBD

SAN BERNARDINO COUNTY BOARD OF SUPERVISORS

Staff Report By: Rogelio Huerta

Meeting Date: January 13, 2026

The San Bernardino County Board of Supervisors approved Item No. 35, authorizing Amendment No. 1 to Contract No. 24-978 with Vellutini Corporation (dba Royal Electric Company) for the Chino Airport Light Vault Upgrade Project. This amendment increases the contract by $86,461 to cover the additional labor, materials, and equipment required to replace the existing Airfield Lighting Control and Monitoring System. Additionally, the Board adopted the 2026 County Goals and Objectives and approved fee waivers for residents impacted by late 2025 extreme weather events to expedite storm debris removal and the issuance of rebuilding permits.

Meeting Date: January 27, 2026

The Board approved Item No. 4, authorizing a contract with Chino Post No. 299 of the American Legion to provide up to $50,000 in discretionary funding for event hall renovations. These funds, allocated from the Fourth District's District Specific Priorities Program, will support critical infrastructure improvements at the post to enhance its capacity for veteran services and community events. Additionally, the Board established a Child Welfare Ad Hoc Committee to strengthen family protection policies and accepted the 2025-26 Mid-Year Budget Report, which includes technical adjustments to county appropriations and reserves.

Next anticipated meeting date: February 10, 2026

SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE

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

No meeting during this reporting period.

Next anticipated meeting date: April 15, 2026

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) BOARD OF DIRECTORS

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

Meeting Date: January 5, 2026

SBCTA Board approved guidelines for a VMT Mitigation Bank Pilot Program

State law, SB 743, recently changed transportation-related project impacts from Level of Service-based criteria to Vehicle Miles Traveled criteria. The goal of the bill was to reduce the need to build out to relieve congestion, in favor of smarter development that allows more people to travel less for work, residence, and recreation. Projects must now demonstrate their impact on VMT and, if so affected, mitigate that impact. Ways to mitigate VMT are challenging and include off-peak work schedules, added bicycle and pedestrian facilities, ridesharing programs, and other travel demand management practices. Many of these measures provide minimal reductions to VMT, so a program that yields more significant VMT mitigation was sought. A regional VMT program that can serve as a cap-and-trade-style program, where projects would pay a mitigation fee based on the severity of their impact on a regional bank, which could then be used to fund significant VMT reductions.

SBCTA's Pilot VMT Mitigation Program would receive these VMT mitigation fees from participating agencies and fund a program in which commuters would subscribe to a service that would offer a small financial incentive if they did not make a home-based work trip. The fees collected would then be provided as a direct incentive to participants for reducing their specific VMT. The approved agenda item included program guidelines, allocated an initial budget from carbon reduction funding, and approved a contract with a software provider, which will be used by subscribers to trace participating VMT.

Next anticipated meeting date: February 4, 2026

SBCTA – CITY SELECTION COMMITTEE

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

No meeting during this reporting period.

Next anticipated meeting date: March 4, 2026

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY

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

No meeting during this reporting period.

Next anticipated meeting date: May 7, 2026

SANTA ANA WATERSHED ADVISORY COUNCIL

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

Meeting Date: January 6, 2026

The meeting was canceled.

Next anticipated meeting date: February 3, 2026

WATER FACILITIES AUTHORITY BOARD OF DIRECTORS

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

Meeting Date: January 16, 2026

Business Item 8A: Mid-Year Budget Amendment for Fiscal Year 2025–26

A mid-year budget amendment to the Fiscal Year 2025–26 budget in the amount of $78,874 was proposed. The amendment accounts for operational adjustments and updated expenditure projections identified during the mid-year review, ensuring the Authority's budget remains aligned with actual operational needs. The Board approved the mid-year budget amendment as presented, authorizing the revised budget for the remainder of the fiscal year.

Next anticipated meeting date: March 19, 2026

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

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

Meeting Date: January 27, 2026

No business was conducted. The meeting was called to order at 11:30 a.m. and adjourned at 11:51 due to the lack of a quorum.

Next anticipated meeting date: February 24, 2026

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7774458 to 7774709, and Electronic Fund Transfers 525977E to 526098E, totaling $9,003,501.57.

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7774458 – 7774589	02/26/26	25-26	$1,246,120.65
2.	7774590 – 7774708	03/05/26	25-26	$2,049,498.75
3.	7774709	03/06/26	25-26	$3,934.02
4.	525977E – 526050E	02/27/26	25-26	$1,267,133.49
5.	526051E	02/27/26	25-26	$19,103.51
6.	526052E – 526098E	03/06/26	25-26	$4,417,711.15
TOTAL				**$9,003,501.57**

ISSUES/ANALYSIS

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

Attachment

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

Check Date	Check Number	Vendor Name	Description	Amount
02/26/2026	7774463	ALESHIRE & WYNDER LLP	CITY ATTORNEY	$81,330.93
	7774517	HUNTER CONSULTING INC.	PD GUN RANGE CLEANING SERVICE	$62,590.00
	7774550	ORANGE COUNTY	FILL-DIRT AGREEMENT PINE AVE PROJECT	$108,200.00
	7774581	WASTE MANAGEMENT	COLLECTION SERVICES	$716,534.76
02/27/2026	526017	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	$269,443.95
	526022	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	$62,950.00
	526024	MERCHANTS LANDSCAPE SERVICES INC	LANDSCAPE MAINTENANCE	$64,659.02
	526042	US BANK CORPORATE PAYMENT SYS	CITY P-CARD	$56,075.80
	526046	WATER FACILITIES, AUTHORITY (JPA)	IMPORTED WATER PURCHASE	$322,308.42
	526050	YUNEX LLC	TRAFFIC SIGNAL MAINTENANCE	$161,999.27
03/05/2026	7774607	BUTIER ENGINEERING, INC	CONSTRUCTION SERVICES	$81,855.50
	7774623	CT & T CONCRETE PAVING INC	AS NEEDED CONCRETE REPAIR SERVICES	$334,532.00
	7774628	DUDEK	ENGINEERING DESIGN SERVICES	$144,717.75
	7774653	M K SMITH CHEVROLET	(5) 2026 CHEVY SILVERADOS – PW FLEET	$307,308.10
	7774670	ONTARIO,CITY OF	ARC OF THE INLAND EMPIRE	$635,590.98
	7774686	SO CAL EDISON CO	SERVICE PERIOD: 01/20-02/18	$151,254.00
03/06/2026	526057	BIGGS CARDOSA ASSOCIATES, INC.	PINE AVE. DESIGN SERVICES	$93,344.34
	526066	ELECNOR BELCO ELECTRIC INC	SIGNAL INSTALL FERN @EUCALYPTUS	$63,141.69
	526078	INLAND EMPIRE UTILITIES AGENCY	SEWAGE TREATMENT SERVICES	$4,026,345.66
	526087	MOORE UNITED CONSTRUCTION, INC.	EXTERIOR PAINT AND ROOF REPAIR	$122,223.88
			TOTAL	**$7,866,406.05**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

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

TUESDAY, MARCH 3, 2026

MINUTES

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

CALL TO ORDER

The March 3, 2026, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:02 pm by Mayor Pro Tem Curtis Burton in the Council Chambers.

ROLL CALL

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

ABSENT: Mayor Eunice M. Ulloa

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of Cases: One Case

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code 54956.8
Property: 4400 Philadelphia Street, Space 10, Chino, CA 91710
Agency Negotiator: Linda Reich, City Manager or her designee
Negotiating Parties: Lamplighter Chino, LLC
Under Negotiation: Price and Terms of Potential Sale of Property Interest

The City Council recessed to Closed Session at 5:03 p.m. and concluded at 5:52 p.m. The City Council reconvened the meeting at 6:02 p.m.

FLAG SALUTE

Council Member Comstock led the Pledge of Allegiance.

CEREMONIALS

Proclamations

National Nutrition Month - Proclaim March 2026, as National Nutrition Month implemented by the Academy of Nutrition and Dietetics.

Mayor Pro Tem Burton presented the Proclamation designating March 2026 as National Nutrition Month in Chino. Rachel Phelps, Chino Community Services, Parks & Recreation Coordinator; Amy Wong, Nutrition Supervisor; and Sandra Ponce, Nutrition Services Technician, Chino Valley Unified School District, were present to accept.

Presentations

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

Mayor Pro Tem Burton announced the Mayor's Home Beautification Award for March 2026 was awarded to the Nemeth Family of La Causey Court, who were unable to attend the meeting, but ensured staff will deliver the award.

REPORT OUT OF CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of Cases: One Case

The City Council held a discussion, received a briefing, and no further reportable action was taken.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code 54956.8
Property: 4400 Philadelphia Street, Space 10, Chino, CA 91710
Agency Negotiator: Linda Reich, City Manager or her designee
Negotiating Parties: Lamplighter Chino, LLC
Undeer Negotiation: Price and Terms of Potential Sale of Property Interest

The City Council received a briefing, provided direction, and no further reportable action was taken.

AGENDA ADDITIONS/REVISIONS

Assistant City Manager Jackie Melendez reported there were no additions or revisions to the agenda.

PUBLIC ANNOUNCEMENTS

Mayor Pro Tem Burton announced the upcoming Chino Youth Museum DairyAire Fairy Tale 5K Event, Healthy Family Day, and the Easter Bunny Extravaganza.

PUBLIC COMMENTS

Pastor Joshua Guant, Sunrise Church Chino Campus, gave the invocation.

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

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7774196 to 7774457, and Electronic Fund Transfers 525860E to 525976E, totaling $5,294,471.29.
2. Minutes. Regular Meeting Minutes for February 17, 2026 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Notice of Completion for the Citywide Signage Project MS221 with Myers & Sons Hi-Way Safety, Inc. Accept Project MS221 with Myers & Sons Hi-Way Safety, Inc., Contract No. 2022-227, as complete; authorize the Public Works Director to file the Notice of Completion.

Motion by Council Member Lucio, seconded by Council Member Flores, to approve the Consent Calendar items 1-4 as presented. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

PUBLIC HEARING

5. Formation of Community Facilities District 2026-1 The Meadows. Conduct a Public Hearing regarding the Formation of Community Facilities District 2026-1.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: 1) Conduct a Public Hearing regarding the formation of Community Facilities District 2026-1 (The Meadows) of the City of Chino (CFD No. 2026-1) and Improvement Area Nos. 1, 2 and 3 therein (the Improvement Areas); 2) accept tax consultant's report; 3) adopt Resolution No. 2026-014 establishing CFD No. 2026-1 and the Improvement Areas, authorizing the levy of special taxes and calling an election within each Improvement Area; 4) adopt Resolution No. 2026-015, determining the necessity to incur bonded indebtedness for CFD No. 2026-1 and each Improvement Area therein; 5) conduct a special election of the property owners within CFD No. 2026-1 and each Improvement Area therein; 6) adopt Resolution No. 2026-016, declaring results of the special election and directing recording of a Notice of Special Tax Lien on taxable property within CFD No. 2026-1 and each Improvement Area therein; 7) approve the introduction of Ordinance No. 2026-002, authorizing the levy of a special tax within CFD No. 2026-1 and each Improvement Area therein, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

Mayor Pro Tem Burton opened the Public Hearing.

Nadyne Lowry, Deputy Director of Finance, and Heidi Schoeppe, Webb Municipal Finance, provided a presentation on the item.

There being no requests to address the City Council on the item, Mayor Pro Tem closed the Public Hearing.

Motion by Council Member Lucio, seconded by Council Member Comstock, to 1) Conduct a Public Hearing regarding the formation of Community Facilities District 2026-1 (The Meadows) of the City of Chino (CFD No. 2026-1) and Improvement Area Nos. 1, 2 and 3 therein (the Improvement Areas); 2) accept tax consultant's report; 3) adopt Resolution No. 2026-014 establishing CFD No. 2026-1 and the Improvement Areas, authorizing the levy of special taxes and calling an election within each Improvement Area; 4) adopt Resolution No. 2026-015, determining the necessity to incur bonded indebtedness for CFD No. 2026-1 and each Improvement Area therein; 5) conduct a special election of the property owners within CFD No. 2026-1 and each Improvement Area therein. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

Mayor Pro Tem Burton noted the Resolutions adopted establish Community Facilities District 2026-1 (The Meadows) and Improvement Areas 1, 2, and 3, authorize the levy of special taxes within Improvement Areas in accordance with the adopted Rate and Method of Appointment, determine the necessity to incur bonded indebtedness and call an election within Improvement Areas, which election is to be held at this time by the City Clerk.

City Clerk Natalie Gonzaga reported the results of the election were unanimous, with all votes in favor of all propositions.

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

ORDINANCE NO. 2026-002 - ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT AND IMPROVEMENT AREAS NOS. 1 THROUGH 3 THEREIN

Motion by Council Member Lucio, seconded by Council Member Comstock, to 6) adopt Resolution No. 2026-016, declaring results of the special election and directing recording of a Notice of Special Tax Lien on taxable property within CFD No. 2026-1 and each Improvement Area therein; 7) approve the introduction of Ordinance No. 2026-002, authorizing the levy of a special tax within CFD No. 2026-1 and each Improvement Area therein, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

NEW BUSINESS

6. Accept the Safe Streets and Roads for All (SS4A) Grant Award and Establish a New Capital Improvement Program (CIP) Budget. Adopt Resolution No. 2026-017 to accept the SSFA Grand Funding; establish grant number G7265; establish a new CIP project, MS266; appropriate $500,000 to MS266; and authorize City Manager or their designee to execute all documents.

   Staff Report By: Dennis Ralls, City Traffic Engineer

   RECOMMENDATION: 1) Adopt Resolution No. 2026-017, accept the Safe Streets and Roads for All Grant Funding from the U.S. Department of Transportation Federal Highway Administration (FHWA) in the amount of $400,000 for Fiscal Year 2025-26; 2) establish grant number G7265 Safe Streets and Roads for All and appropriate $400,000 to the Transportation Fund (320), with a corresponding increase to the grant revenue; 3) establish project number MS266 - Chino Comprehensive Safety Action Plan and appropriate $100,000 of the available local Measure I Fund 322, for the local match; and 4) authorize the City Manager or their designee to execute all related documents on behalf of the City of Chino.

   Dennis Ralls, City Traffic Engineer, and Hye Jin Lee, Director of Public Works, provided a presentation on the item.

   Council Member Comstock inquired if this project will be brought before the Infrastructure/Streets Committee. Mr. Ralls provided confirmation that the project will be reviewed by the Committee.

   Motion by Council Member Flores, seconded by Council Member Lucio, to 1) Adopt Resolution No. 2026-017, accept the Safe Streets and Roads for All Grant Funding from the U.S. Department of Transportation Federal Highway Administration (FHWA) in the amount of $400,000 for Fiscal Year 2025-26; 2) establish grant number G7265 Safe Streets and Roads for All and appropriate $400,000 to the Transportation Fund (320), with a corresponding increase to the grant revenue; 3) establish project number MS266 - Chino Comprehensive Safety Action Plan and appropriate $100,000 of the available local Measure I Fund 322, for the local match; and 4) authorize the City Manager or their designee to execute all related documents on behalf of the City of Chino. The motion carried by the following vote:

   AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

   NOES: NONE.

   ABSENT: ULLOA

7. Purchase Order Approval of additional Police Department Handheld and Vehicle Radios with Motorola Solutions for Projects NC221 and NC222. Approve the purchase of additional Handheld and Vehicle Radios for the PD Handheld Radio Replacement Project NC221 and PD Vehicle Radio Replacement Project NC222 in the amount of $199,203.75 with Motorola Solutions, Inc.

   Staff Report By: Mussette Ayala, Senior Management Analyst

RECOMMENDATION: 1) Approve a Purchase Order to Motorola Solutions, Inc., for the purchase of additional handheld and vehicle radios, in the amount of $199,203.75; 2) appropriate $199,203.75 from the Equipment Management Fund 660, with an increase of $126,332.95 to the PD Handheld Radio Replacement Project NC221 for an updated project budget of $1,128,996.52, and an increase of $72,870.380 to the PD Vehicle Radio Replacement Project NC222 for an updated project budget of $891,343.45; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

Mussette Ayala, Senior Management Analyst, and Hye Jin Lee, Director of Public Works, provided a presentation on the item.

Motion by Council Member Flores, seconded by Council Member Lucio, to 1) Approve a Purchase Order to Motorola Solutions, Inc., for the purchase of additional handheld and vehicle radios, in the amount of $199,203.75; 2) appropriate $199,203.75 from the Equipment Management Fund 660, with an increase of $126,332.95 to the PD Handheld Radio Replacement Project NC221 for an updated project budget of $1,128,996.52, and an increase of $72,870.380 to the PD Vehicle Radio Replacement Project NC222 for an updated project budget of $891,343.45; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

8. Establishment of a Nonprofit Community Foundation. Adopt Resolution 2026-018 approving establishment of a Nonprofit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes.

Staff Report By: Jackie Melendez, Assistant City Manager

RECOMMENDATION: Approve (1) adoption of Resolution No. 2026-018 approving the establishment of a nonprofit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; (2) authorize the City Manager to work with the City Attorney's Office to prepare articles of incorporation and all necessary documents to establish the nonprofit; (3) authorize the City Manager to designate the members to serve on the Board of the Foundation; (4) approve the recommended name of the nonprofit; and (5) require annual reports to be presented to the City Council on the Foundation’s activities.

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

Stubbie Barr, resident, provided a public comment regarding the foundation being subject to the Brown Act.

The City Council had a discussion about the establishment of the foundation, the various setup options, and the Brown Act requirements.

Stubbie Barr, provided a public comment to clarify more details about the foundation being subject to the Brown Act.

Fred Galante, City Attorney, provided input regarding the Brown Act requirements.

The City Council requested follow up regarding any obligation to comply with the Brown Act.

Motion by Council Member Comstock, seconded by Council Member Flores, to Approve (1) adoption of Resolution No. 2026-018 approving the establishment of a nonprofit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; (2) authorize the City Manager to work with the City Attorney's Office to prepare articles of incorporation and all necessary documents to establish the nonprofit; (3) authorize the City Manager to designate the members to serve on the Board of the Foundation; (4) approve the recommended name of the nonprofit; and (5) require annual reports to be presented to the City Council on the Foundation's activities. The motion included City Council's request of Staff to follow up on the Foundation's obligation to comply with the Brown Act. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had an excused absence.

Mayor Pro Tem Burton

9. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to Chino American Little League, Chino National Little League, Chino Girls Fastpitch, Chino Kiwanis Club (Corn Feed Run).

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contributions to: Chino American Little League ($250), Chino National Little League ($250), Chino Girls Fastpitch ($250), Chino Kiwanis Club (Corn Feed Run) ($250).

Motion by Council Member Flores, seconded by Council Member Lucio, to Approve community support fund contributions to: Chino American Little League ($250), Chino National Little League ($250), Chino Girls Fastpitch ($250), Chino Kiwanis Club (Corn Feed Run) ($250). The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

Mayor Pro Tem reported on the Student Government Day event; Planning Commission meeting; Chino Basin Watermaster meeting; West End Mayor's Roundtable meeting; a meeting with a resident; 7th Annual Chino Valley Mayor's Prayer Breakfast; meeting with a property owner in Chino; Animal Resource Center meeting; State of the City interviews; Chino Basin Watermaster Board meeting; Chino Basin Desalter Authority Finance Committee meeting; Assistant City Manager meeting; and Food For Life Ministries volunteer dinner.

Council Member Comstock

Council Member Comstock reported on the State of the City interview.

Council Member Flores

10. Community Support Fund - Council Member Flores. Approve community support fund contribution to Chino National Little League.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve community support fund contributions to: Chino National Little League ($350).

Motion by Council Member Comstock, seconded by Council Member Lucio, to Approve community support fund contributions to: Chino National Little League ($350). The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

Council Member Flores announced the upcoming Chino Corporate Challenge event; reported on the District Attorney Community Commission meeting; Code Ninjas Grand Opening; and West Valley Mosquito and Vector Control District Board meeting.

Council Member Lucio

Council Member Lucio reported on the Code Ninjas Grand Opening; announced that a new In-N-Out will be coming to the Preserve; State of the City Interviews; City staff meeting; meeting with Lewis Communities regarding security; meeting with Midori Consultants and Bridge Housing for potential projects; Assistant City Manager meeting; and congratulated the Chino High School Wrestling Team on winning CIF.

City Manager's Report

Assistant City Manager Jackie Melendez had no report.

City Attorney's Report

City Attorney Fred Galante had no report.

Director's Report

Hye Jin Lee, Director of Public Works, provided a report regarding the Turnkey Turf Removal Program through an IEUA grant that will replace the grass with drought tolerant landscape near City Hall by summertime, and the Citywide Urban Forest Management Program started in January that will take 18-24 months to complete.

Police Chief's Report

Deputy Chief Marotta announced the Police Department Awards Ceremony on March 4, 2026.

Fire Chief's Report

Fire Chief Williams reported that a new firetruck company is now in service as of two days ago.

Mayor Pro Tem Burton requested the meeting be adjourned in memory of the men and women of the armed forces who recently lost their lives.

ADJOURN

The meeting adjourned at 7:26 p.m. in memory of the men and women of the armed forces who recently lost their lives. The next meeting of the City Council will be held on Tuesday, March 24, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 24th DAY OF MARCH 2026.

_____
CURTIS BURTON, MAYOR PRO TEM

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

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

TUESDAY, MARCH 10, 2026

MINUTES

6:00 PM

CALL TO ORDER

The March 10, 2026, Study Session of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:04 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

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

ABSENT: NONE.

FLAG SALUTE

Council Member Lucio led the Pledge of Allegiance.

PUBLIC COMMENTS

There were no requests to speak.

STUDY SESSION

1. Police Department Applications. Presentation to the City Council regarding the Police Department's current taser, body camera and artificial intelligence applications being used and technological advancements for future consideration.

   Staff Report By: Chief Kevin Mensen and Lieutenant Aaron Kelliher

   RECOMMENDATION: Receive a presentation regarding the Police Department's current taser, body camera and artificial intelligence applications and technological advancements for future consideration.

   Police Chief Kevin Mensen, Deputy Chief Nicholas Marotta, and Lieutenant Aaron Kelliher, provided a presentation on the item.

   Possible future applications for the Police Department were presented, including options for police taser equipment, body camera and artificial intelligence technology applications that feature high-level translation options.

   Deputy Chief Marotta reported on Senate Bill 524 mandates regarding transparency in the use

of artificial intelligence by law enforcement agencies when generating police reports.

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

2. Fund Balance Policy. Discussion regarding the City fund balance policy continued from the September 9, 2025 City Council Study Session.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: Review, discuss, and provide feedback regarding the City fund balance policy.

Kim Sao, Director of Finance, and Sheri Beckett, Budget Manager, provided a presentation on the item.

The current Fund Balance Policy for the General Fund and Propriety Funds, which includes Internal Services and Enterprise Funds were reviewed and discussed.

The recommendation by Staff was to establish a reserve and policy for each of the following funds: a reserve of $500,000 for the Central Services Fund; $3,000,000 for the Liability Insurance Funds; $1,000,000 for the Employee Benefit Fund; $500,000 for the Building Management Fund; and fully fund the equipment and vehicle replacements scheduled over the next three years.

Hye Jin Lee, Director of Public Works, reported on the Enterprise Funds.

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

In response to a question, Jizelle Sandoval, Purchasing Manager, shared we are receiving more for vehicles at auction with the new company.

The City Council members agreed with Staff's recommendation to proceed and establish the reserve and policy, which will be brought for consideration at a future City Council meeting.

ADJOURN

The meeting adjourned at 7:39 p.m. The next meeting of the City Council will be held on Tuesday, March 24, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 24TH DAY OF MARCH 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****

(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
None.			

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Government Relations Update for March 24, 2026.

RECOMMENDATION

Receive and file the March 24, 2026, Government Relations Update.

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

BACKGROUND

On April 2, 2024, the City Council adopted the Citywide Legislative Policy, which outlines guiding principles organized by legislative, policy, and regulatory matters. It supplements the Citywide Strategic Plan to build an effective and flexible legislative advocacy strategy.

The Policy authorizes Staff to formulate and approve official City responses for those legislative items with potentially significant impact on the City or that create an issue of timeliness for an official response, with the qualification that the position is determined to be consistent with the City's legislative policy.

Per the Policy, the Committee or Staff is to report to the City Council on any updates, recommendations, or actions taken by the Committee or Staff.

ISSUES/ANALYSIS

The Government Relations Update provides a review of major legislative and government relations issues of note to the City (Attachment 1).

The Tracked State Legislation report is included in Attachment 2.

City position letters since the last report are included in Attachment 3.

City of Chino
GOVERNMENT RELATIONS UPDATE (Attachment 1)
As of March 17, 2026 (March 24, 2026 City Council Agenda)

FEDERAL UPDATE

Eleven of the twelve appropriations bills have been signed into law, funding the government through September 30, 2026. Federal funding for the Department of Homeland Security (DHS), however, has lapsed due to disagreements over immigration enforcement policies and the need for reforms. The impasse has led to the agency's shutdown, with lawmakers unable to reach an agreement on how to fund the department for the remainder of fiscal year 2026.

Last week, the Senate attempted to pass the DHS spending bill, but it failed 51-45; 60 votes were necessary to limit debate and move forward. The House voted to advance its Homeland Security spending bill 221-209.

Federal FY 2027 Budget

The White House budget is expected to be sent to Congress in late March or April. This will be the unofficial start of the FY 2027 fiscal cycle. Forms for appropriations ("earmark") requests were released by both the House and Senate.

Submission of City of Chino Funding Requests for Federal FY 2027

The City of Chino submitted three "earmark" applications to our federal representatives, Senator Alex Padilla, Senator Adam Schiff, and Congresswoman Norma Torres, requesting that the projects be included in their FY 2027 appropriations bill submissions.

Monte Vista Park Expansion and Upgrades Project - $1.6 million in Community Project Funding requested from Congresswoman Norma Torres

Monte Vista Park is one of Chino's most historic and heavily used neighborhood parks. Its splash pad, basketball courts, and Teen Center programs are central to youth engagement and family recreation in the community's older neighborhoods. The proposed expansion into the adjacent ½-acre City-owned parcel, including additional parking, expanded stalls, and improved accessibility via compliant access ramps, will address long-standing infrastructure constraints. Additional on-site parking will ease pressure on surrounding residential streets, while enhanced pedestrian connectivity will improve safety and walkability.

Chino Police Department Real-Time Crime Center (RTCC) Upgrade - $1,800,500 million in Community Project Funding requested from Congresswoman Norma Torres

The proposed project will relocate the RTCC to a larger operational space and expand its technological capabilities to support up to six analyst workstations. The scope of work includes the acquisition and installation of modern telecommunications, audio-visual, and data equipment and systems. This modernization will expand operational capacity, support the addition of future analysts, strengthen real-time support to Patrol and the Detective Bureau during critical incidents, and enhance investigative efficiency.

Heritage Park Upgrades and Infrastructure Improvements Project - $4 million in Congressionally Directed Spending requested from Senator Alex Padilla and Senator Adam Schiff

The Heritage Park Project is a comprehensive capital initiative to modernize aging infrastructure, enhance accessibility, and improve sustainability within the roughly nine acres of Heritage Park—home

to one of Chino's Little League programs and a vital youth athletics hub. The project includes code-compliance upgrades, safety improvements, and enhancements to equipment and access. A new shaded playground with modern, safety-certified equipment and ADA-compliant impact-attenuating surfacing will be installed to serve families attending games and expand inclusive, multi-generational recreation opportunities.

Status of Funding Awards for Federal FY 2026

The following funding was secured by Congresswoman Norma Torres for the City of Chino. Designated staff from the applicable federal agencies will be coordinating with City staff to execute the required funding agreements and project documents.

Chino Valley Entrepreneurship and Innovation Center Project (EPIC)

Congresswoman Norma Torres secured $2,000,000 for EPIC in the FY26 Transportation Housing and Urban Development (THUD) appropriations bill under the Economic Development Initiatives account. This initiative will help fund a business launch program and facility in Downtown Chino that will house diverse programming from its partners to support social enterprises and emerging entrepreneurs across sectors, including retail, fashion, arts, design, film, and technology.

Benson Water Treatment Facility Emergency Power Generator Project (Benson Generator)

HR 6938, the Commerce, Justice, Science, Energy and Water Development, and Interior and Environment Appropriations Act of 2026, includes $1,092,000 for Chino's Benson Backup Generator Project under the State and Tribal Assistance Grant (STAG) Drinking Water SRF account, at Congresswoman Torres' request. This project will help the City maintain its main water treatment facility online during brownouts, earthquakes, and other manmade or natural disasters. It will enhance the effectiveness of the City's Emergency Response Plan for the public drinking water system by installing emergency power-generating capability at this facility. This will allow the City to mitigate the adverse effects of any long-term power loss that can interrupt water supply access and treatment.

STATE TRACKED STATE LEGISLATION REPORTS

The reports on tracked state legislation, one sorted by measure number and the other by subject, are included in ***Attachment 2***. February 20 was the deadline to introduce bills for the second year of this legislative session. Staff has identified 119 bills of potential interest to the City, with additional bills being added and some removed from tracking based on staff input. Many additional "spot bills" remain, likely to be amended with substantive language as they move through the process before the legislative deadlines.

The positions noted on bills are based on the City Council's adopted Legislative Policy. Additional positions may be taken, or existing positions may be modified based on direction from the Legislative Committee or City Council. Bills sponsored by the League of California Cities are noted in the reports.

POSITION LETTERS & MAJOR ISSUES

The City submitted the following letters since the last report on the City Council agenda ***(Attachment 3)***:

- **County of San Bernardino City Selection Committee** - Request for Consideration by the City Selection Committee for Appointment as Alternate Member to LAFCO (February 6, 2026).
- **League of California Cities Board of Directors** - Opposition to Proposed Policy on the Allocation of Bradley-Burns 1% Sales Tax on E-Commerce Transactions (February 17, 2026).
- **League of California Cities Board of Directors** – Joint letter of Opposition to the Revenue and Taxation Policy Committee Recommendation Regarding Bradley-Burns E-Commerce Revenue Allocation (February 18, 2026).

STATE LEGISLATIVE CALENDAR – Recent and Upcoming Legislative Deadlines

Feb. 20	Last day for bills to be introduced.
Mar. 26	Spring Recess begins upon adjournment.
Mar. 30	Cesar Chavez Day observed.
Apr. 6	Legislature reconvenes from Spring Recess.
Apr. 24	Last day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house.
May 1	Last day for policy committees to hear and report to the Floor non-fiscal bills introduced in their house.
May 8	Last day for policy committees to meet prior to June 1.
May 15	Last day for fiscal committees to hear and report to the Floor bills introduced in their house. Last day for fiscal committees to meet prior to June 1.
May 25	Memorial Day.
May 26 – 29	Floor Session only. No committees, other than conference or Rules committees, may meet for any purpose.
May 29	Last day for each house to pass bills introduced in that house.

City of Chino
LEGISLATIVE UPDATE

13220 Central Avenue, Chino, CA 91710 | 909.334.3250 | www.cityofchino.org

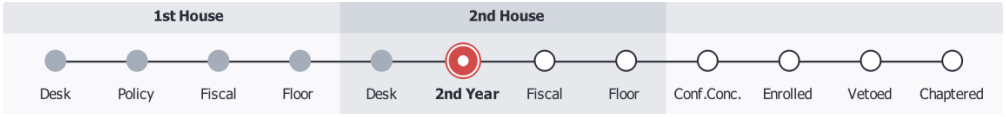
Thursday, March 12, 2026

By Measure

AB 11 (Lee, D) The Social Housing Act.

Current Text: 12/02/2024 - Introduced **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

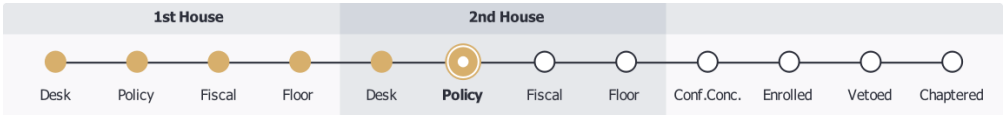
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 35 (Alvarez, D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Current Text: 01/14/2026 - Amended **HTML** **PDF**

Status: 01/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/27/2026 - Senate Rules

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Current law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Current law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill

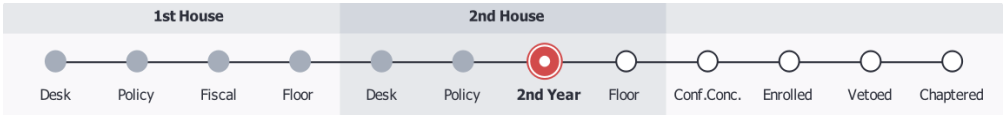
would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including develop draft project solicitation and evaluation guidelines and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. The bill would require the Secretary of the Natural Resources Agency to post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website. (Based on 01/14/2026 text)

Position: Support
Priority: (3) Significant
Subject: Trash, Recycling, Water, Resources

AB 222 (Bauer-Kahan, D) Data centers: power usage effectiveness: cost shifts.

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

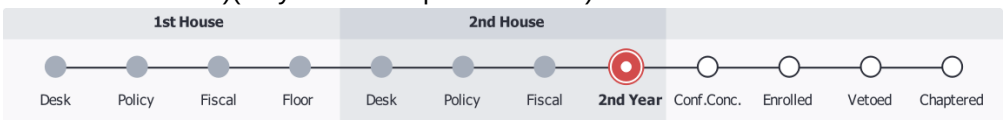
Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to biennially adopt an integrated energy policy report, as specified, and to make the reports accessible to state, local, and federal entities and to the general public. This bill would require the Energy Commission to establish a process for the owner of a data center, as defined, to submit the power usage effectiveness ratio, as defined, for the data center to the Energy Commission on a biannual basis, and require the owner of a data center to submit this information for the data center in the manner and timeframe specified by the Energy Commission. (Based on 07/07/2025 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing

AB 237 (Patel, D) Crimes: threats.

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/13/2025 - Senate 2 YEAR

Summary: Current law makes it a crime to willfully threaten to commit a crime that will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat that, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened a gravity of purpose and an immediate prospect of execution of the threat, and thereby reasonably causes the threatened person to be in sustained fear for their own safety or the safety of their immediate family, as defined. Under current law, this crime is punishable by imprisonment in a county jail for no more than one year for a misdemeanor, or by imprisonment in state prison for a felony. This bill would make it a crime for a person to willfully threaten, by any means, including, but not limited to, an image or threat posted or published on an internet web page, to commit a crime at specified locations, including a daycare and workplace, with specific intent that the statement is be taken as a threat, even if there is no intent of actually carrying it out, if the threat, on its face and under the circumstances in which it is made is so unequivocal, unconditional, immediate, and specific as to convey to the person or persons threatened a gravity of purpose and an immediate prospect of execution of the threat, and if

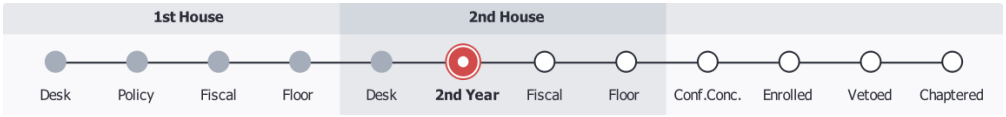
the threat causes a person or person to reasonably be in sustained fear for their own safety or the safety of others at the specified locations. (Based on 07/03/2025 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety

AB 259 (Rubio, Blanca, D) Open meetings: local agencies: teleconferences.

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

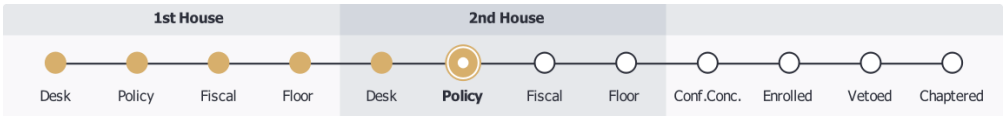
Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Priority: (4) Standard
Subject: Governance

AB 262 (Caloza, D) California Individual Assistance Act.

Current Text: 05/23/2025 - Amended **HTML** **PDF**

Status: 06/11/2025 - Referred to Com. on G.O.



Location: 06/11/2025 - Senate Governmental Organization

Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would enact the California Individual Assistance Act to establish a grant program to provide financial assistance, upon appropriation by the Legislature, to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. The bill would require the director to allocate from the fund, subject to specified conditions, funds to meet the cost of expenses for those purposes. (Based on 05/23/2025 text)

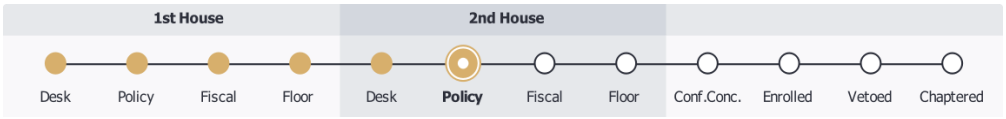
Priority: (6) Info only
Subject: Municipal Funding and Procurement, Public Safety

Misc2: League of Cities Sponsored

AB 306 (Schultz, D) Building regulations: state building standards.

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



Location: 04/23/2025 - Senate Housing

Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 06/23/2025 text)

Position: Oppose

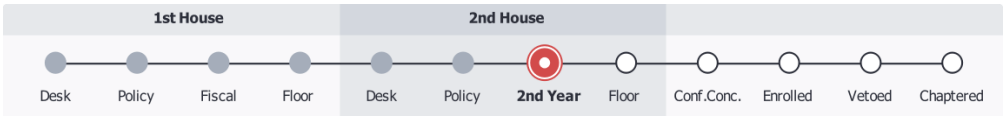
Priority: (3) Significant

Subject: Planning, Land Use, Housing

AB 340 (Ahrens, D) Employer-employee relations: confidential communications.

Current Text: 03/05/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



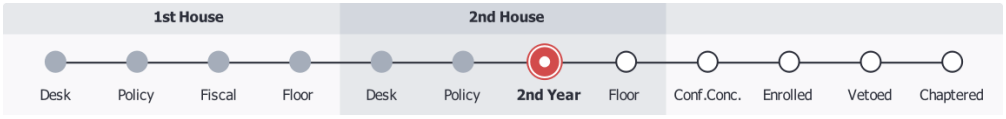
Location: 08/29/2025 - Senate 2 YEAR

Summary: Current law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of current law further prohibit denying to employee organizations the rights guaranteed to them by current law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization’s representation. (Based on 03/05/2025 text)

Position: Oppose

Priority: (4) Standard
Subject: Human Resources

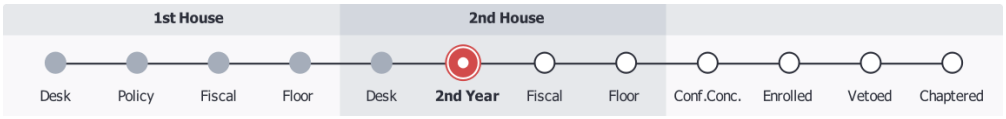
AB 532 (Ransom, D) Water rate assistance program.
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR
Summary: Current federal law, the Consolidated Appropriations Act, 2021 requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. (Based on 07/17/2025 text)

Priority: (4) Standard
Subject: Municipal Funding and Procurement, Trash, Recycling, Water, Resources

AB 557 (McKinnor, D) California Factory-Built Housing Law.
Current Text: 04/24/2025 - Amended **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR
Summary: The California Factory-Built Housing Law requires all factory-built housing after a specified date that is sold or offered for sale to first users within the state to bear insignia of approval issued by the department, deems that housing to comply with the requirements of all ordinances or regulations enacted by any city, city and county, county, or district that may be applicable to the construction of housing, as specified, and prohibits a city, city and county, county, and district from requiring submittal of plans for any factory-built housing manufactured, or to be manufactured pursuant to these provisions, as specified. Current law requires the department to provide by regulation for the qualification and disqualification of design approval agencies to perform approval of factory-built housing plans and specifications and makes approval by these agencies the equivalent of department approval. The law provides that any person who violates any of these provisions and other specified law is guilty of a misdemeanor, as specified. This bill would require plans or specifications of factory-built housing approved pursuant to these provisions to be approved by unit serial number and would authorize the approved plans or specifications to be used in subsequent development projects unless building standards relating to factory-built housing are modified, as specified. The bill would require the department and the design approval agencies to limit their review to the portions of a plan or specification that has not already received approval, as specified. (Based on 04/24/2025 text)

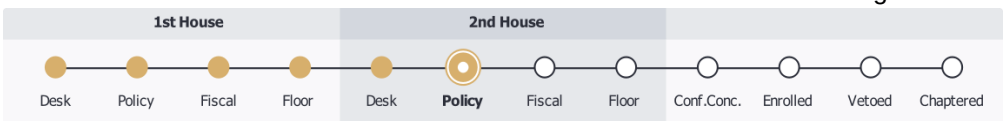
Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

AB 609 (Wicks, D) California Environmental Quality Act: exemption: housing development projects.

Current Text: 05/05/2025 - Amended **HTML** **PDF**

Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 05/20/2025 - Senate Rules

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Priority: (4) Standard

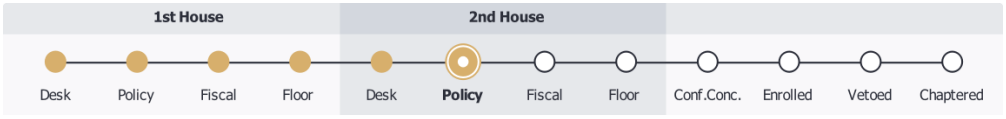
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

AB 647 (González, Mark, D) Abandoned recreational vehicles.

Current Text: 01/05/2026 - Amended **HTML** **PDF**

Status: 01/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/27/2026 - Senate Rules

Summary: Current law, until January 1, 2030, authorizes the Counties of Alameda and Los Angeles to implement a program for the disposal of abandoned recreational vehicles. Current law imposes specified conditions on this authority, including, among other things, requiring a public agency, immediately after removal of the recreational vehicle, to notify the Stolen Vehicle System of the Department of Justice of the removal. This bill would also authorize any public agency within the Counties of Alameda and Los Angeles or a state agency, as specified, to implement a program to dispose of these recreational vehicles within the County of Alameda or the County of Los Angeles and would extend this authorization until January 1, 2032. (Based on 01/05/2026 text)

Position: Oppose

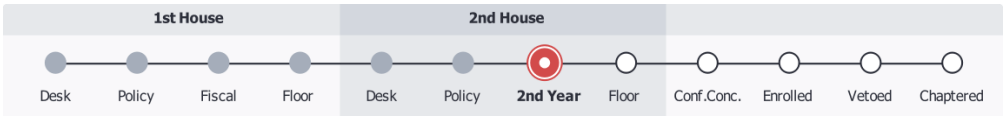
Priority: (2) Priority

Subject: Planning, Land Use, Housing

AB 660 (Wilson, D) Planning and Zoning Law: postentitlement phase permits: Housing Accountability Act.

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: The Planning and Zoning Law requires a local agency, as defined, to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Current law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. If a local agency finds that a complete application is noncompliant, existing law requires the local agency to provide the applicant with a list of items that are noncompliant and a description of how the application can be remedied by the applicant within specified time limits. Current law requires the time limits to be tolled, if the local agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application to the local agency, as specified. This bill would prohibit the local agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review, except as specified. The bill would authorize a local agency to deny an application that is not compliant with the permit standards following 2 plan check and specification reviews. The bill would also authorize an applicant to request additional submittals of applications that are not compliant with the permit standards. The bill, if a local agency finds that a complete application is noncompliant, would prohibit a local agency from requesting or requiring any action or inaction as a result of a building inspection undertaken to assess compliance with the applicable building permit standards that would represent a deviation from a previously approved building plan or similar approval for the building permit, except as specified. (Based on 07/17/2025 text)

Priority: (5) Track/Watch

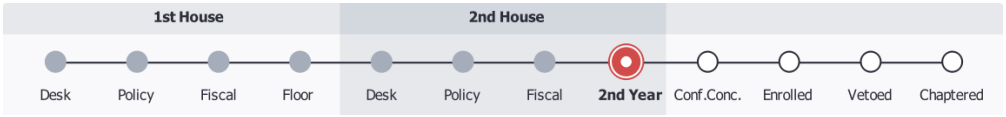
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

AB 735 (Carrillo, D) Planning and zoning: logistics use developments: truck routes.

Current Text: 09/09/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



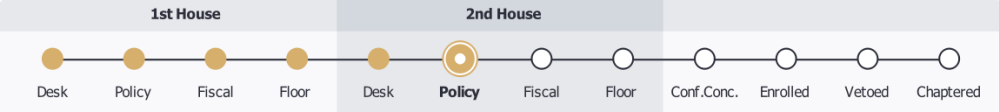
Location: 09/13/2025 - Senate 2 YEAR

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” and instead define

"logistics use development" for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/09/2025 text)

Priority: (2) Priority
Subject: Planning, Land Use, Housing

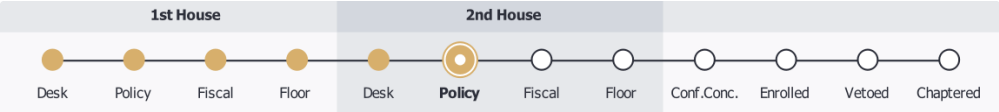
AB 736 (Wicks, D) The Affordable Housing Bond Act of 2026.
Current Text: 04/10/2025 - Amended **HTML** **PDF**
Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 06/04/2025 - Senate Rules
Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Position: Support
Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

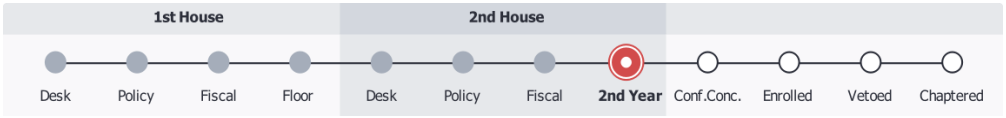
AB 762 (Irwin, D) Disposable, battery-embedded vapor inhalation device: prohibition.
Current Text: 01/26/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 50. Noes 17.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules
Summary: Current law regulates the manufacture, sale, and disposal of various single-use products, including single-use foodware accessories and condiments and single-use carryout bags. Current law prohibits a store from, among other things, providing, distributing, or selling a carryout bag at the point of sale, except as specified. This bill would prohibit, beginning January 1, 2027, a person from importing or manufacturing for sale in this state a new or refurbished disposable, battery-embedded vapor inhalation device, and, beginning January 1, 2028, a person from selling, distributing, or offering for sale a new or refurbished disposable, battery-embedded vapor inhalation device in this state. The bill would define a "disposable, battery-embedded vapor inhalation device" to mean a vaporization device that contains nicotine but not cannabis or a cannabis product, as defined, and that is not designed or intended to be reused, as specified. (Based on 01/26/2026 text)

Subject: Trash, Recycling, Water, Resources

AB 782 (Quirk-Silva, D) Subdivisions: security.
Current Text: 07/16/2025 - Amended **HTML** **PDF**
Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)



Location: 09/12/2025 - Senate 2 YEAR

Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill would prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

Priority: (5) Track/Watch

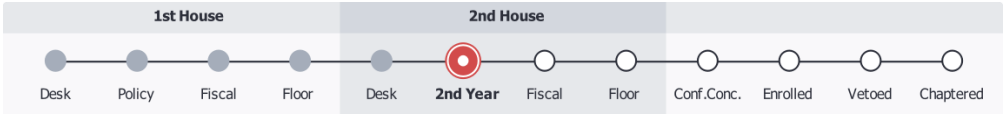
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

AB 911 (Carrillo, D) Emergency telecommunications medium- and heavy-duty zero-emission vehicles.

Current Text: 02/19/2025 - Introduced **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: The State Air Resources Board has adopted the Advanced Clean Fleets Regulations, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles, as provided. This bill would exempt emergency telecommunications vehicles owned or purchased by emergency telecommunications service providers that are used to participate in the federal Emergency Alert System, to provide access to 911 emergency services, or to provide wireless connectivity during service outages from specified requirements in the above-described regulations. (Based on 02/19/2025 text)

Position: Support

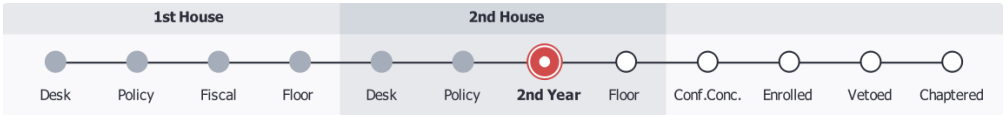
Priority: (4) Standard

Subject: Transportation & Infrastructure

AB 1109 (Kalra, D) Evidentiary privileges: union agent-represented worker privilege.

Current Text: 02/20/2025 - Introduced **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: Current law governs the admissibility of evidence in court proceedings and generally provides a privilege as to communications made in the course of certain relations, including the attorney-client, physician-patient, and psychotherapist-patient relationship, as specified. Under current law, the right of any person to claim those evidentiary privileges is waived with respect to a communication protected by the privilege if any holder of the privilege, without coercion, has disclosed a significant part of the communication or has consented to a disclosure. This bill would establish a privilege between a union agent, as defined, and a represented employee or represented former employee to refuse to disclose any confidential communication between the employee or former employee and the union agent made while the union agent was acting in the union agent's representative capacity, except as specified. The bill would permit a represented employee or represented former employee to prevent another person from disclosing a privileged communication, except as specified. (Based on 02/20/2025 text)

Position: Oppose

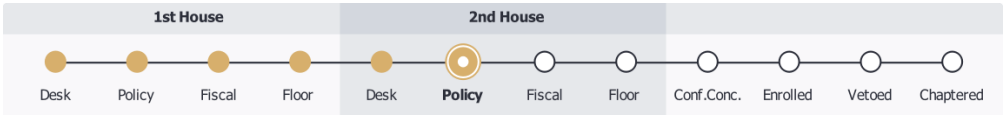
Priority: (3) Significant

Subject: Human Resources

AB 1198 (Haney, D) Public works: prevailing wages.

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 65. Noes 6.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules

Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2027, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2027. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. The bill would require the director to, upon notice to the interested parties, initiate an investigation or hold a hearing, and, within 20 days after the filing of that petition, except as specified, make a final determination and transmit the determination in writing to the awarding body and to the interested parties. (Based on 01/22/2026 text)

Position: Oppose

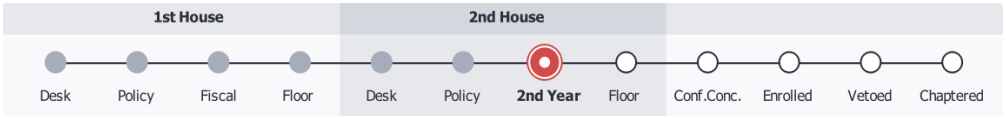
Priority: (4) Standard

Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1206 (Harabedian, D) Single-family and multifamily housing units: preapproved plans.

Current Text: 08/18/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

Priority: (4) Standard

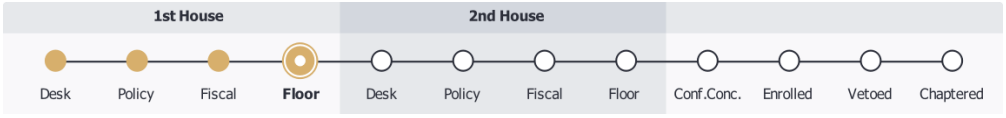
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

AB 1231 (Elhawary, D) Criminal procedure: Safer Communities Through Opportunities Act.

Current Text: 09/05/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Read third time. Passed. Ordered to the Assembly. (Ayes 21. Noes 16. Page 3019.). In Assembly. Concurrence in Senate amendments pending. Joint Rules 61(a)(14) and 51(a)(4) suspended. (Ayes 59. Noes 20. Page 3413.) Assembly Rule 63 suspended. (Page 3484.) Assembly refused to concur in Senate amendments. (Ayes 34. Noes 27. Page 3497.) Motion to reconsider made by Assembly Member Elhawary.(Set for Hearing on 1/5/2025)



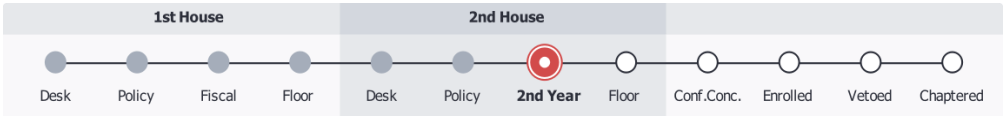
Location: 09/13/2025 - Assembly RECONSIDERATION

Summary: Current law authorizes a judge in the superior court in which a misdemeanor is being prosecuted to offer misdemeanor diversion to a defendant. Current law, upon successful completion of the terms, conditions, or programs ordered by the court, makes the arrest upon which the diversion was imposed deemed to have never occurred, except as specified relating to application to be a peace officer. This bill, the Safer Communities Through Opportunities Act, would authorize a court to exercise its discretion to grant pretrial diversion on a felony offense, subject to certain exceptions. The bill would authorize the court to consider information from, among others, the prosecutor and the defense in determining whether or not to grant diversion and would prohibit a court from granting diversion unless it finds that the diversion plan mitigates any unreasonable risk of danger to public safety and that the defendant is likely

to benefit from the services provided in the diversion plan. The bill would authorize a court to consider reinstating criminal proceedings in certain circumstances, such as the commission of a misdemeanor committed while the defendant is receiving pretrial diversion services that shows a propensity for violence, among others. (Based on 09/05/2025 text)

Position: Oppose
Priority: (4) Standard
Subject: Public Safety

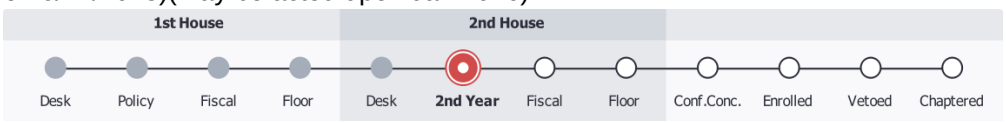
AB 1276 (Carrillo, D) Housing developments: ordinances, policies, and standards.
Current Text: 07/14/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR
Summary: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project, as defined for purposes of the act, for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based on a preponderance of the evidence in the record. The act provides that for its purposes, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity. The act requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application, as specified, was submitted, except as otherwise provided. The act defines “ordinances, policies, and standards” to include general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions. This bill would include in the definition of “ordinances, policies, and standards” materials requirements, postentitlement permit standards, and any rules, regulations, determinations, and other requirements adopted or implemented by other public agencies, as defined (Based on 07/14/2025 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 1294 (Haney, D) Planning and zoning: housing development: standardized application form.
Current Text: 07/03/2025 - Amended **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was L. GOV. on 6/11/2025)(May be acted upon Jan 2026)

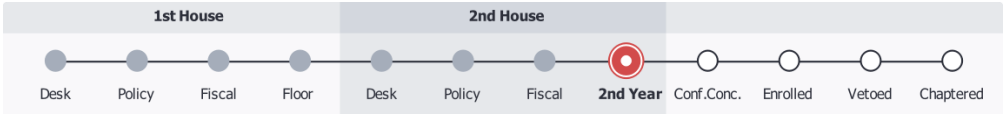


Location: 07/17/2025 - Senate 2 YEAR
Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a

housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon completing specified requirements, when applicable, including, among other things, providing a description of the proposed housing development project and a list of the approvals requested by the applicant to the city, county, or city and county from which approval for the housing entitlement is being sought. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. The bill would authorize the city, county, or city and county to develop its own application forms or templates for different housing entitlements, subject to the requirements of this bill. This bill would prohibit a city, county, or city and county from requiring certain information or approvals, including, among others, any approval or determination by any official, body, department, or subdepartment of the city, county, or city and county as a condition of determining that an application for a housing entitlement is complete. (Based on 07/03/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

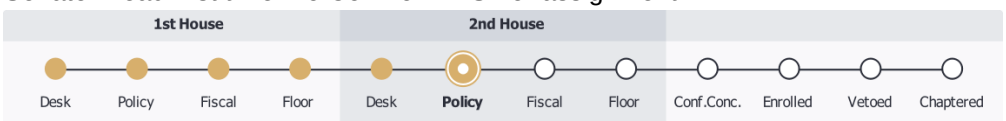
AB 1331 (Elhawary, D) Workplace surveillance.
Current Text: 09/04/2025 - Amended **HTML** **PDF**
Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/13/2025 - Senate 2 YEAR
Summary: Current law establishes the Division of Labor Standards Enforcement within the Department of Industrial Relations. Current law authorizes the division, which is headed by the Labor Commissioner, to enforce the Labor Code and all labor laws of the state the enforcement of which is not specifically vested in any other officer, board or commission. This bill would limit the use of workplace surveillance tools, as defined, by employers, including by prohibiting an employer from monitoring or surveilling workers in employee-only, employer-designated areas, as specified. The bill would provide workers with the right to leave behind workplace surveillance tools that are on their person or in their possession when entering certain employee-only areas and public bathrooms and during off-duty hours, as specified. The bill would prohibit a worker from removing or physically tampering with any component of a workplace surveillance tool that is part of or embedded in employer equipment or vehicles. (Based on 09/04/2025 text)

Priority: (5) Track/Watch
Subject: Human Resources

AB 1383 (McKinnor, D) Public employees' retirement benefits: safety members.
Current Text: 01/22/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 70. Noes 2.) In Senate. Read first time. To Com. on RLS. for assignment.



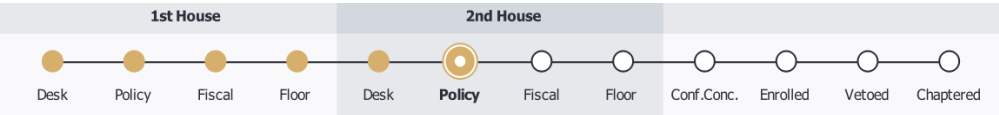
Location: 01/29/2026 - Senate Rules
Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined

benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. The Teachers' Retirement Law establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. This bill, on and after January 1, 2027, would require a retirement system subject to PEPRA to adjust pensionable compensation limits to be consistent with specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. The bill would require a new member of STRS to be subject to specified limits of the Teachers' Retirement Law. (Based on 01/22/2026 text)

Position: Oppose
Priority: (4) Standard
Subject: Human Resources, Public Safety

AB 1421 (Wilson, D) Vehicles: Road Usage Charge Technical Advisory Committee.

Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 49. Noes 21.) In Senate. Read first time. To Com. on RLS. for assignment.

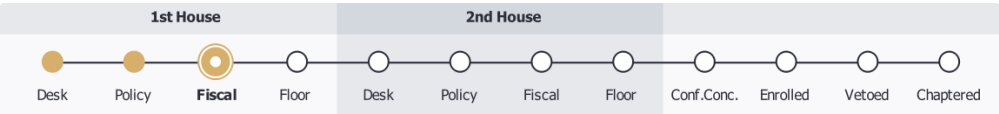


Location: 01/29/2026 - Senate Rules
Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. (Based on 01/05/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1537 (Bryan, D) Peace officers: secondary employment.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**
Status: 03/04/2026 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 3.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations
Summary: Existing law provides that every executive or ministerial officer, employee, or appointee of the State of California, or any county or city therein, or any political subdivision thereof, who knowingly asks, receives, or agrees to receive any emolument, gratuity, or reward, or any promise thereof excepting such as may be authorized by law for doing an official act, is guilty of a misdemeanor. Existing law exempts from that offense certain employment by a peace officer while off duty, as specified. Existing law also provides that a

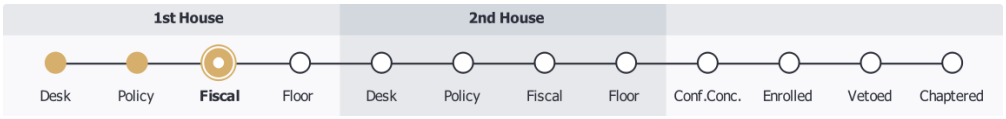
peace officer shall not be prohibited from engaging in other employment while off duty, as specified. This bill would, notwithstanding those provisions, prohibit a peace officer from being employed by, or being an independent contractor of or volunteer for, the United States Department of Homeland Security or its contractors or any other entity that assists with or engages in immigration enforcement. The bill would provide that failure to comply with this provision constitutes, for certain purposes, an act of dishonesty and that it is grounds for decertification as a peace officer. (Based on 01/05/2026 text)

Subject: Public Safety

AB 1541 (Dixon, R) Human trafficking: data.

Current Text: 02/09/2026 - Amended **HTML** **PDF**

Status: 03/04/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

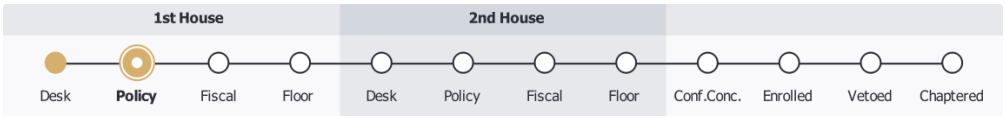
Summary: Current law requires the Department of Justice to collect data from specified local law enforcement agencies and to make available on the department's OpenJustice Web portal information relating to criminal statistics. Current law requires those law enforcement agencies to install and maintain records needed for the correct reporting of statistical data and to report the data to the Attorney General in the manner the Attorney General prescribes. Current law requires the department to include information concerning arrests for human trafficking and the number of individuals who have been a victim of human trafficking, as reported through the California Incident-Based Reporting System, in the information made available on the OpenJustice Web portal. This bill would require that the information included on the OpenJustice Web portal include the number of individuals arrested, the number of individuals convicted, and the number of victims of human trafficking, as specified. (Based on 02/09/2026 text)

Subject: Public Safety

AB 1543 (Quirk-Silva, D) Mobilehome parks: rent caps.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on H. & C.D.



Location: 02/02/2026 - Assembly Housing and Community Development

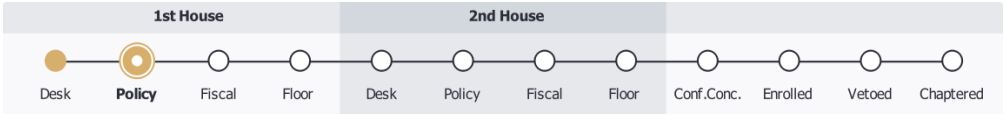
Summary: Current law defines "mobilehome park" for the purposes of the Mobilehome Residency Law to mean an area of land where 2 or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation. The law caps the amount by which management of a qualified mobilehome park may increase the gross rental rate for a tenancy over the course of any 12-month period. The cap is the lower of 5% of the lowest gross rental rate charge for a tenancy at any time during the preceding 12 months or 3% of that amount plus the percentage change in the cost of living. Under that law, a mobilehome park is subject to that cap if it is located within and governed by the jurisdictions of 2 or more incorporated cities. This bill would instead make any mobilehome park subject to that cap. (Based on 01/05/2026 text)

Subject: Planning, Land Use, Housing

AB 1544 (Krell, D) Court proceedings: media access.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 02/17/2026 - Referred to Coms. on PUB. S. and JUD.



Location: 02/17/2026 - Assembly Public Safety

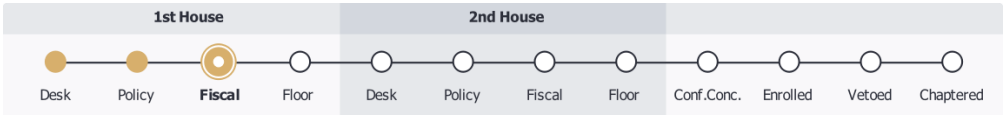
Summary: Current law authorizes specified peace officers to close the immediate area surrounding any emergency field command post or other command post or to establish a police line or rolling closure at a demonstration, march, protest, or rally, as specified. Current law exempts a duly authorized representative of any news service, online news service, newspaper, or radio or television station or network from the provisions prohibiting entry into the closed areas mentioned above. This bill would bar a judicial officer, peace officer, or other law enforcement officer from prohibiting a duly authorized representative of a news service, online news service, newspaper, or radio or television station or network from accessing court proceedings that are open to the public. (Based on 01/05/2026 text)

Subject: Legal and Records Management, Public Safety

AB 1546 (Schultz, D) Vehicles: driving under the influence.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

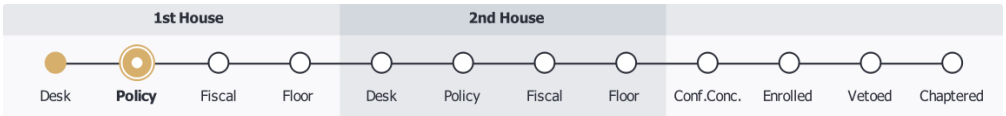
Summary: Under existing law, if a person is convicted of either driving under the influence (DUI) of any alcoholic beverage or drug, or under the combined influence of any alcoholic beverage and drug or driving while having 0.08% or more, by weight, of alcohol in the person's blood within 10 years of 2 separate violations of specified DUI offenses, or any combination thereof, that resulted in convictions, that person has committed an offense punishable by imprisonment in the county jail for not less than 120 days nor more than one year and by a fine, as specified. This bill would, instead, make the above DUI conviction punishable as a wobbler by imprisonment in the county jail for not less than 120 days nor more than one year and by a fine, as specified, or by imprisonment in the county jail for 16 months or 2 or 3 years and a fine, as specified. (Based on 01/05/2026 text)

Subject: Public Safety

AB 1550 (Sanchez, R) Personal income taxes: deductions: tips: overtime compensation.

Current Text: 01/07/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on REV. & TAX.



Location: 02/02/2026 - Assembly Revenue and Taxation

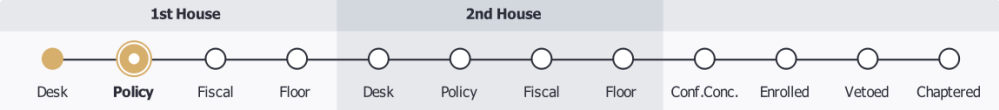
Summary: The Personal Income Tax Law, in modified conformity with federal income tax laws, allows various deductions in calculating taxable income and allows a taxpayer to elect to take a standard deduction in lieu of itemizing deductions. Current federal income tax law, for taxable years beginning before January 1, 2029, allows deductions in determining taxable income, as defined, for amounts equal to the qualified tips, as defined, and qualified overtime compensation, as defined, received by a taxpayer during the taxable year, not to exceed certain amounts, as specified. This bill would, for taxable years beginning on or after January 1, 2026, and before January 1, 2029, conform to federal income tax law with regard to qualified tips and qualified overtime compensation, except as specified. (Based on 01/07/2026 text)

Subject: Human Resources

AB 1557 (Papan, D) Vehicles: electric bicycles.

Current Text: 01/08/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on TRANS.



Location: 02/02/2026 - Assembly Transportation

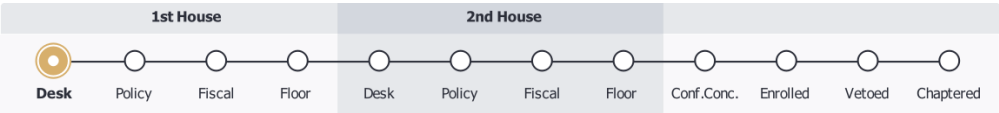
Summary: Current law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. This bill would clarify that an electric bicycle is a bicycle equipped with fully operable pedals and an electric motor that is not capable of exceeding 750 watts of peak power. (Based on 01/08/2026 text)

Subject: Public Safety, Transportation & Infrastructure

AB 1558 (Arambula, D) Uniform Emergency Volunteer Health Practitioners Act.

Current Text: 01/08/2026 - Introduced **HTML** **PDF**

Status: 01/09/2026 - From printer. May be heard in committee February 8.



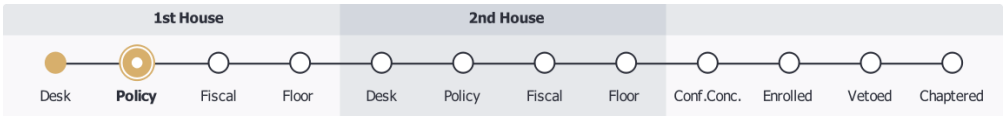
Location: 01/08/2026 - Assembly PRINT

Summary: Current law establishes the Emergency Medical Services Authority (EMSA) in the California Health and Human Services Agency to establish planning and implementation guidelines for emergency medical service systems, as specified. The guidelines are required to address, among other things, disaster response, and the authority is required to provide technical assistance to existing agencies, counties, and cities for the purpose of developing the components of emergency medical services systems. The EMSA is required to adopt rules and regulations, approved by the Commission on Emergency Medical Services, in order to carry out its duties. Current federal law establishes the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) program to support states and territories in establishing volunteer registration programs for disasters and public health and medical emergencies. Pursuant to the ESAR-VHP program, the EMSA established the Disaster Healthcare Volunteers program to register volunteers in California. Current federal law also establishes the Medical Reserve Corps to provide for an adequate supply of volunteers in the case of a federal, state, local, or tribal public health emergency, as specified. This bill would enact the Uniform Emergency Volunteer Health Practitioners Act, which would authorize the establishment of additional volunteer registration systems by additional entities. In this regard, the bill would require a registration system to be an ESAR-VHP program or a local unit of the Medical Reserve Corps, as specified, to be designated by the EMSA as a registration system, or to be operated by one of specified types of entities, including, among others, a disaster relief organization, as defined. The bill would require that a registration system be capable of supplying the EMSA with sufficient information concerning whether a volunteer is licensed to provide specified health or veterinary services in another state or territory of the United States and in good standing before that volunteer provides those services in this state while an emergency declaration is in effect, as specified. The bill would establish scope-of-practice standards for a registered volunteer health practitioner. The bill would authorize the EMSA to limit, restrict, or otherwise regulate, among other things, the duration of practice, the geographical areas in which volunteer health practitioners may practice, and any other matters necessary to coordinate the provision of health or veterinary services during the emergency. (Based on 01/08/2026 text)

Subject: Public Safety

AB 1559 (Calderon, D) Residential property insurance images.

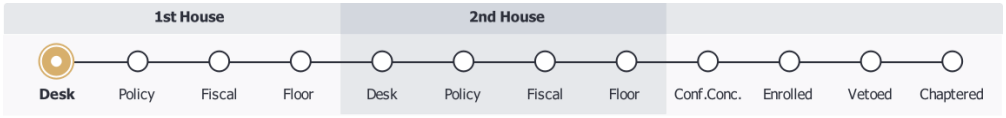
Current Text: 01/08/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Coms. on INS. and P. & C.P.



Location: 02/02/2026 - Assembly Insurance
Summary: Would require an admitted insurer to notify a residential property insurance policyholder that aerial images may be taken or obtained of the insured property, as specified, unless a claim has been submitted or is pending on the property and the images will be used only for evaluating the claim. The bill would require the insurer to provide the aerial images upon request, as specified, and would require the notice to include instructions regarding how a policyholder may make that request. (Based on 01/08/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing, Public Safety

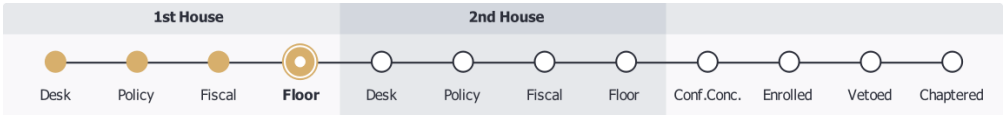
AB 1563 (Gabriel, D) Budget Act of 2026.
Current Text: 01/09/2026 - Introduced **HTML** **PDF**
Status: 01/10/2026 - From printer.



Location: 01/09/2026 - Assembly PRINT
Summary: Would make appropriations for the support of state government for the 2026–27 fiscal year. (Based on 01/09/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement

AB 1566 (Jackson, D) Crimes: mandated reporters: severe neglect.
Current Text: 01/12/2026 - Introduced **HTML** **PDF**
Status: 03/05/2026 - Read second time. Ordered to third reading.



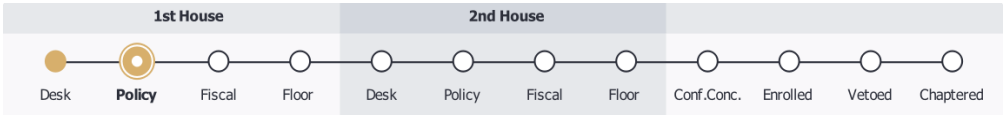
Location: 03/05/2026 - Assembly THIRD READING
Summary: The Child Abuse and Neglect Reporting Act makes certain persons, including teachers and social workers, mandated reporters. Under current law, mandated reporters are required to report whenever the mandated reporter, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. Failure by a mandated reporter to report an incident of known or reasonably suspected child abuse or neglect is a misdemeanor. Current law, for the purposes of the act, defines “severe neglect” as the negligent failure of a person having the care or custody of a child to protect the child from severe malnutrition or medically diagnosed nonorganic failure to thrive, as well as those situations of neglect where any person having the care or custody of a child willfully causes or permits the person or health of the child to be placed in a situation such that their person or health is endangered as proscribed by specified law, including the intentional failure to provide adequate food, clothing, shelter, or medical care. This bill would recast the definition of “severe neglect” for the purposes described above. (Based on 01/12/2026 text)

Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Public Safety

AB 1567 (Ta, R) General plan: annual report: congregate care for the elderly.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/02/2026 - Assembly Housing and Community Development

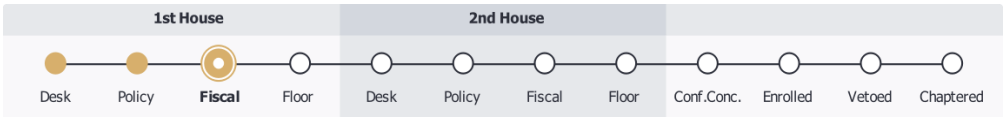
Summary: The Planning and Zoning law requires a housing element to be revised according to a specific schedule. After the legislative body has adopted all or part of a general plan, current law requires the planning agency to provide by April 1 of each year an annual report to various entities that includes specified information. Current law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected housing need, as provided. Current law requires each council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county and that furthers specified objectives. This bill would, for the 7th and each subsequent revision of the housing element, authorize a planning agency to include in that report the number of units approved for congregate care for the elderly, as defined, for up to 15% of a jurisdiction's regional housing need allocation for any income category. (Based on 01/12/2026 text)

Subject: Planning, Land Use, Housing

AB 1568 (Alanis, R) Sex offenses: registration.

Current Text: 03/05/2026 - Amended **HTML** **PDF**

Status: 03/09/2026 - Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

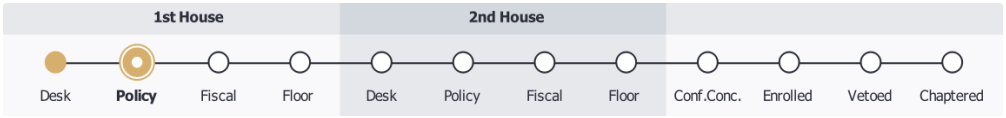
Summary: The Sex Offender Registration Act requires a person convicted of one of certain crimes, as specified, to register with law enforcement as a sex offender while residing in California or while attending school or working in California, as specified. Existing law, on and after July 1, 2021, authorizes a person to file a petition in the superior court in the county in which they are registered for termination from the sex offender registry on or after their next birthday following the expiration of the mandated minimum registration period. If the district attorney requests a hearing regarding the above-described petition, under existing law, the district attorney is entitled to present evidence regarding whether community safety would be significantly enhanced by requiring continued registration. Existing law requires the court, in determining whether to order continued registration pursuant to the hearing, to consider specified information, including the person's current risk of reoffense as indicated on the State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO), as specified. This bill would authorize the court to order the petitioner to be present at the hearing described above, as specified. The bill would additionally require the court to consider whether the offender was in a position of trust or authority in relation to the victim and proof of participation in or successful completion of sex offender-specific treatment by the offender in the above-described determination. (Based on 03/05/2026 text)

Subject: Public Safety

AB 1569 (Davies, R) Pupil safety: electric bicycle parking: safety program.

Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/10/2026 - Re-referred to Com. on ED.



Location: 02/09/2026 - Assembly Education

Summary: Existing law authorizes the governing board of any school district having jurisdiction over elementary, intermediate, junior high, or high school to provide time and facilities to local law enforcement agency having jurisdiction over the school of the district for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction. Existing law prohibits a person from driving or parking a vehicle or animal upon the driveways, paths, parking facilities, or grounds of specific public entities, including a public school or an educational institution exempted, in whole or in part, from taxation, except with the permission of, and subject to any condition or regulation that may be imposed by, the governing body of the specified public entity. Existing law authorizes a public agency to adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, electric bicycles, skateboards, electrically motorized boards, and roller skates on public property under the jurisdiction of that agency. This bill would require each school district and county office of education that allows pupils in kindergarten or any of grades 1 to 12, inclusive, to park a class 1, 2, or 3 electric bicycle, as defined, on campus to require pupils to complete the electric bicycle safety and training program developed by the Department of the California Highway Patrol, as provided, or a related safety course, as specified, as a condition for parking on campus. (Based on 03/09/2026 text)

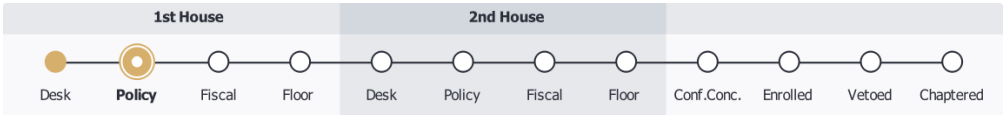
Priority: (4) Standard

Subject: Public Safety, Transportation & Infrastructure

AB 1573 (Bryan, D) Land use: housing elements: target population.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 02/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/09/2026 - Assembly Housing and Community Development

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element containing specified information, including an analysis of its special housing, emergency shelter, and supportive housing needs, as defined. Current law defines the term “target population” for purposes of requirements applicable to the housing element to include certain persons, including persons with low incomes who have one or more disabilities and individuals eligible for specified developmental disability services. This bill would expand the definition of the term “target population” for the purposes of requirements applicable to the housing element, as described above, to include victims of domestic violence, as specified. (Based on 01/12/2026 text)

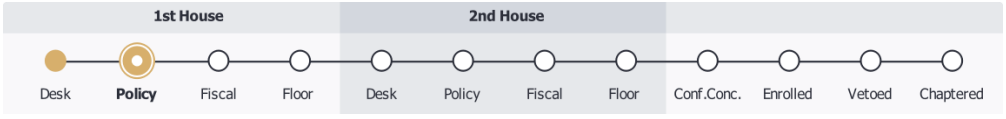
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 1576 (Ortega, D) Workers’ compensation: Subsequent injuries payments.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on INS.



Location: 02/02/2026 - Assembly Insurance

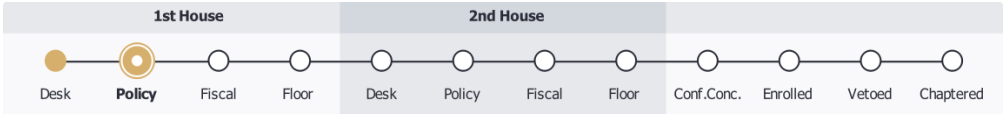
Summary: Current law establishes a workers’ compensation system, administered by the Administrative Director of the Division of Workers’ Compensation, to compensate an employee

for injuries sustained in the course of employment. Current law provides certain methods for determining workers' compensation benefits payable to a worker or the worker's dependents for purposes of permanent total disability or permanent partial disability that include a determination of the percentage of permanent disability incurred. Current law requires that, for injuries incurred before January 1, 2013, in determining the percentages of permanent disability, account be taken of the nature of the physical injury or disfigurement, the occupation of the injured employee, and the injured employee's age at the time of the injury, and requires that specified factors be considered in determining an employee's diminished earning capacity for these purposes. For purposes of these provisions, "nature of the physical injury or disfigurement" incorporates the descriptions and measurements of physical impairment and the corresponding percentages of impairments published in the American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment (5th Edition). For injuries occurring on or after January 1, 2013, in determining the percentages of permanent disability, current law requires the same factors be taken into account but removes from consideration the employee's diminished future earning capacity and, instead, incorporates an adjustment factor of 1.4, as specified. Existing law also establishes the Subsequent Injuries Benefits Trust Fund, a continuously appropriated fund. Under current law, if a permanently, partially disabled employee receives a subsequent compensable injury resulting in additional permanent disability, then that employee receives compensation from the Subsequent Injuries Benefits Trust Fund. Current law requires, when applicable, the additional permanent disability resulting from the subsequent injury to be equal to 35% or more of total, when considered alone and without regard to, or adjustment for, the occupation or the age of the employee. For purposes of determining permanent disability resulting from a subsequent injury, this bill would measure permanent disability, for injuries occurring on or after January 1, 2005, and prior to January 1, 2013, by the whole person impairment rating as determined in accordance with the AMA Guides to the Evaluation of Permanent Impairment (5th Edition), after adjustment for diminished future earning capacity and without regard to, or adjustment for, the occupation or age of the employee. (Based on 01/12/2026 text)

Priority: (5) Track/Watch
Subject: Human Resources

AB 1578 (Jackson, D) State and local officials: antihate speech training.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on L. GOV. and G.O.

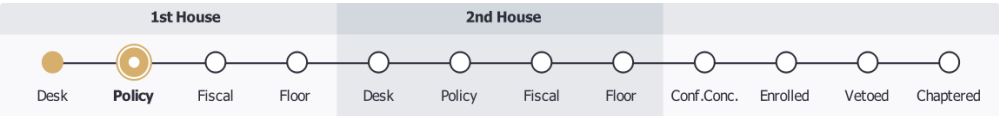


Location: 03/09/2026 - Assembly Local Government
Summary: Current law requires each state agency to offer at least semiannually, and certain state officials to attend once every 2 years, an orientation course on the relevant ethics statutes and regulations that govern the official conduct of state officials. Current law requires each state agency to maintain records indicating the specific attendees, each attendee's job title, and dates of their attendance for each orientation course offered for a period of not less than 5 years after each course is given. This bill would require, beginning on January 1, 2028, a state official to complete at least one hour of antihate speech training and education within 6 months of taking office and subsequently every 4 years thereafter. (Based on 01/12/2026 text)

Priority: (4) Standard
Subject: Governance

AB 1586 (Ramos, D) Opioid overdose reversal medication: school resource officers.

Current Text: 01/14/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Com. on ED.



Location: 03/09/2026 - Assembly Education

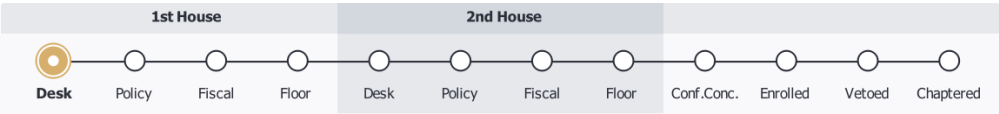
Summary: Current law authorizes a school district, county office of education, and charter school to provide emergency naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered, and authorizes school nurses and trained personnel to use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. This bill, to be known as the School Safety and Opioid Overdose Prevention Act, would require a school district, county office of education, or charter school to ensure that (A) each school resource officer, as defined, while on duty at a school campus or school-sponsored activity, carries an opioid antagonist to provide emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose and (B) each school resource officer, upon assignment to a schoolsite, and at least every 2 years thereafter, completes an opioid overdose recognition and response training, as specified. By imposing additional duties on local educational agencies, the bill would impose a state-mandated local program. The bill would prohibit a school resource officer who administers an opioid antagonist while assigned to a schoolsite, and their employing or contracting entity, from being held liable in a civil action or being subject to criminal prosecution for the school resource officer's acts or omissions, unless those acts or omissions constitute gross negligence or willful and wanton misconduct, as provided. (Based on 01/14/2026 text)

Subject: Public Safety

AB 1588 (Stefani, D) Vehicles: sideshow enhancements.

Current Text: 01/15/2026 - Introduced **HTML** **PDF**

Status: 01/16/2026 - From printer. May be heard in committee February 15.



Location: 01/15/2026 - Assembly PRINT

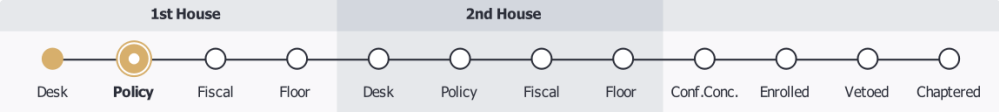
Summary: Current law prohibits a person from engaging in, aiding, or abetting, a motor vehicle speed contest or motor vehicle exhibition of speed on a highway or in an offstreet parking facility. A violation of these provisions is punishable as a misdemeanor or felony, as specified. This bill would make technical, nonsubstantive changes to these provisions. (Based on 01/15/2026 text)

Subject: Public Safety

AB 1596 (Davies, R) Sales and Use Tax Law: exemptions: infant car seats.

Current Text: 01/16/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on REV. & TAX.



Location: 02/02/2026 - Assembly Revenue and Taxation

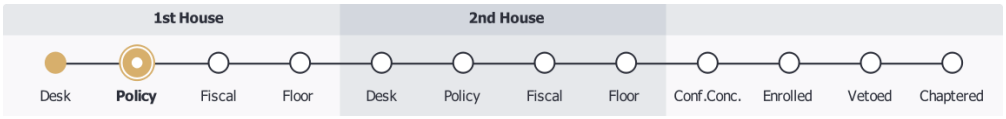
Summary: Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. This bill would, on and after January 1, 2027, and before January 1, 2032, exempt from those taxes the gross receipts from the sale of, and the storage, use, or other consumption of, infant car seats, as defined. (Based on 01/16/2026 text)

Subject: Municipal Funding and Procurement

AB 1599 (Ahrens, D) Public transit: California Transit Stop Registry: transit datasets.

Current Text: 01/16/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on TRANS.



Location: 02/02/2026 - Assembly Transportation

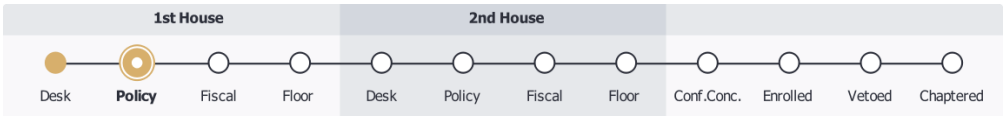
Summary: Would require the Department of Transportation to create, on or before December 31, 2026, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available amenities, and unique identifier, as specified. (Based on 01/16/2026 text)

Subject: Transportation & Infrastructure

AB 1605 (Ransom, D) Driving under the influence: alcohol sales.

Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/10/2026 - Re-referred to Com. on PUB. S.



Location: 03/09/2026 - Assembly Public Safety

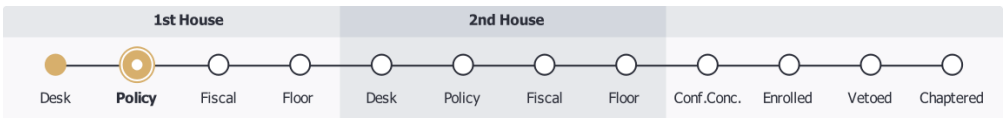
Summary: The Alcoholic Beverage Control Act provides for the issuance, suspension, revocation, and conditions upon licensure for the manufacture, distribution, and sale of alcoholic beverages. Existing law makes every person who sells, furnishes, gives, or causes to be sold, furnished or given away any alcoholic beverage to any person under 21 years of age guilty of a misdemeanor. Existing law also makes it unlawful for a person who is under the influence of any alcoholic beverage or drug, or the combined influence of both, to drive a vehicle and requires a court, when granting probation following conviction of a driving under the influence offense, to impose certain terms and conditions, including that the individual not drive a vehicle with any measurable amount of alcohol in their blood, among others. This bill would require everyone who sells or furnishes alcoholic beverages to first review a form of written identification issued by this state or another state and would make a violation of this requirement a misdemeanor. The bill would require a court, subject to an exception, when granting probation for certain driving under the influence offenses to prohibit the person from purchasing alcohol and would require the Department of Motor Vehicles to issue an identification card or driver's license with an appropriate designation on the face upon the receipt of an abstract of the record of a court. The bill would authorize the court to prohibit the purchase of alcohol when the underlying conviction involved a certain percentage of alcohol, the offense occurred within 3 years of a separate driving under the influence offense, or the offense involved property damage or great bodily injury, as specified. (Based on 03/09/2026 text)

Subject: Public Safety

AB 1612 (Alanis, R) Incineration of controlled substances: California Environmental Quality Act: law enforcement exemption.

Current Text: 01/21/2026 - Introduced **HTML** **PDF**

Status: 03/02/2026 - Referred to Coms. on NAT. RES. and E.S & T.M.



Location: 03/02/2026 - Assembly Natural Resources

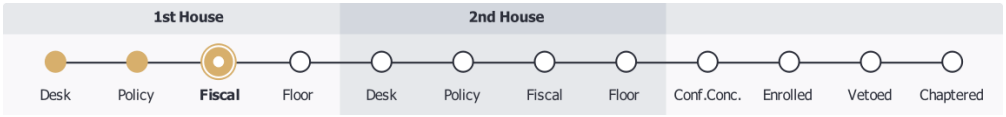
Summary: The Uniform Controlled Substances Act authorizes the forfeiture and seizure of property involved in, or purchased with the proceeds from, a controlled substance offense. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill would authorize a local police department, sheriff's office, or state law enforcement agency to purchase and install an incinerator for the sole purpose of destroying seized controlled substances, as provided. The bill would require the local police department, sheriff's office, or state law enforcement agency to follow specified federal regulations and to notify the State Air Resources Board and the local air quality management district or local air pollution control district of the project, as specified. The bill would authorize multiple law enforcement agencies to purchase and install an incinerator for these purposes through a memorandum of understanding that details cost sharing. The bill would exempt a project to purchase and install an incinerator that complies with these requirements from CEQA. (Based on 01/21/2026 text)

Subject: Public Safety

AB 1617 (Alanis, R) Household hazardous waste: reporting.

Current Text: 01/21/2026 - Introduced **HTML** **PDF**

Status: 03/11/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (March 10). Re-referred to Com. on APPR.



Location: 03/10/2026 - Assembly Appropriations

Summary: Current regulations require each public agency that is responsible for household hazardous waste management to complete and submit a "Form 303 Household Hazardous Waste Collection Report" (Form 303) electronically to the Department of Resources Recycling and Recovery each year. Current regulations require the reporting timeframe to be July 1 of the previous fiscal year through June 30 of that fiscal year, with the information required to be submitted to the state by October 1 of the following fiscal year. Current law requires a public agency, or its contractor, operating a household hazardous waste collection facility to, on or before October 1 of each year, submit a copy of the completed Form 303 to the officer or agency authorized to implement and enforce specified hazardous materials laws. This bill would require that Form 303 to instead report information for the prior calendar year. (Based on 01/21/2026 text)

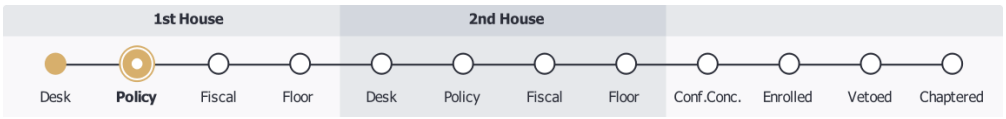
Priority: (5) Track/Watch

Subject: Trash, Recycling, Water, Resources

AB 1621 (Wilson, D) Planning and Zoning Law: postentitlement phase permits: Housing Accountability Act.

Current Text: 03/04/2026 - Amended **HTML** **PDF**

Status: 03/05/2026 - Re-referred to Com. on L. GOV.



Location: 02/02/2026 - Assembly Local Government

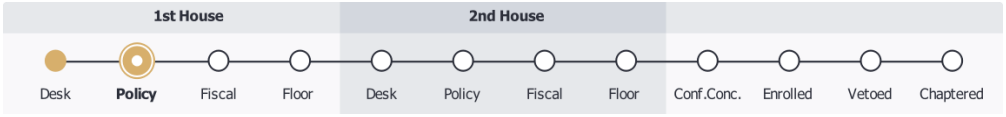
Summary: The Planning and Zoning Law requires a local agency or state agency to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Existing law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. Existing law requires

the time limits to be tolled, if the local agency or state agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application, as specified. This bill would prohibit a local agency or state agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review, except as specified. The bill would authorize a local agency or state agency to deny an application that is not compliant with the permit standards following 2 plan check and specification reviews. (Based on 03/04/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

AB 1622 (Rubio, Blanca, D) Electrified security fences.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**
Status: 02/09/2026 - Referred to Com. on L. GOV.

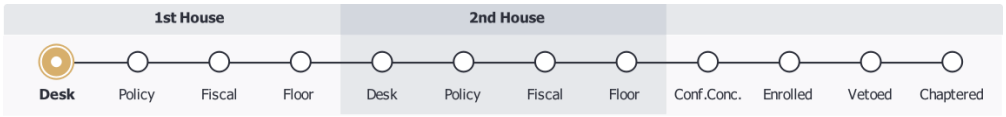


Location: 02/09/2026 - Assembly Local Government
Summary: Current law, until January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, driven by solar-charged batteries of no more than 12 volts of direct current, and used to protect and secure manufacturing or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial purpose that stores, parks, services, sells, or rents vehicles or other materials, subject to specified conditions. Current law prohibits a city, county, or city and county from prohibiting or conditioning the installation of an electrified security fence, as described above, except for requiring an administrative permit to confirm a fence abutting a property in residential use, or within 300 feet of a public park, childcare facility, recreation center, community center, or school facility, meets certain requirements. Current law repeals these provisions on January 1, 2028. Current law, starting January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, and used to protect and secure commercial, manufacturing, or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial, manufacturing, or industrial purpose, subject to specified conditions and subject to prohibitions imposed by a city, county, or city and county through a local ordinance. This bill would indefinitely extend the operation of the electrified security fence provisions subject to repeal on January 1, 2028, and would repeal the provisions that become operative on January 1, 2028. (Based on 01/22/2026 text)

Subject: Planning, Land Use, Housing, Public Safety

AB 1624 (Zbur, D) Public Lands Protection Act.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**
Status: 01/23/2026 - From printer. May be heard in committee February 22.



Location: 01/22/2026 - Assembly PRINT
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries that bears relation to its planning. Current law authorizes the legislative body of a county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes, as provided. For these purposes, current law authorizes the legislative body to divide a county or city into zones, but requires that regulations adopted be uniform for each class or kind of building or use of land throughout each zone. The California

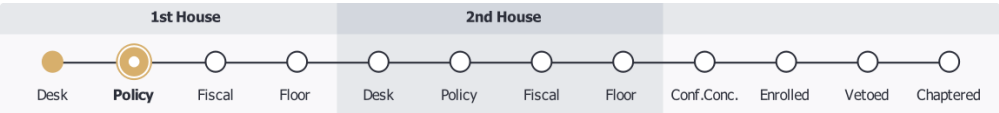
Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill, the Public Lands Protection Act, would, upon transfer to any private or nonfederal entity of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has been designated in an adopted general plan or zoning ordinance as open space, public land, resource conservation, or an equivalent conservation-oriented designation, immediately subject that parcel to the zoning designation and associated state and local restrictions. The bill would also, upon transfer of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has not been designated in an adopted general plan or zoning ordinance at the time of transfer to any private or nonfederal entity, automatically subject that parcel to the most restrictive conservation-oriented zoning designation currently applied in the jurisdiction, by operation of law. (Based on 01/22/2026 text)

Subject: Planning, Land Use, Housing

AB 1708 (Solache, D) Homeless Housing, Assistance, and Prevention program: round 7.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**

Status: 02/23/2026 - Referred to Coms. on H. & C.D. and HUM. S.



Location: 02/23/2026 - Assembly Housing and Community Development

Summary: Current law establishes the Homeless Housing, Assistance, and Prevention (HHAP) program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Current law provides for the allocation of funding under the program among continuums of care, cities, counties, and tribes in 6 rounds, with rounds 1 to 5, inclusive, administered by the Interagency Council on Homelessness and round 6 administered by the Department of Housing and Community Development, as provided. Current law establishes round 7 of the program and states the intent of the Legislature to enact future legislation that specifies the parameters, as specified. Current law, effective July 1, 2026, appropriates $500,000,000, as specified, provided that these funds be disbursed in accordance with specified requirements, including that funds from this appropriation be disbursed to a city, county, tribe, or continuum of care for round 7 of the program after a declaration by the director of the department, in consultation with the Director of Finance, that the department has substantially completed its initial disbursement of round 6 funds to the city, county, tribe, or continuum of care and that the city, county, tribe, or continuum of care has obligated at least 50% of its total round 6 award. Current law requires the department, during the 2025–26 fiscal year, to prepare to administer round 7 of the program with the goal that initial round 7 disbursements will be available to grantees meeting the statutory provisions for disbursement beginning September 1, 2026, as specified. This bill would require a continuum of care receiving funding pursuant to round 7, as described above, to allocate funds to a smaller jurisdiction, defined as a city with a population under 300,000. (Based on 02/04/2026 text)

Position: Support

Priority: (3) Significant

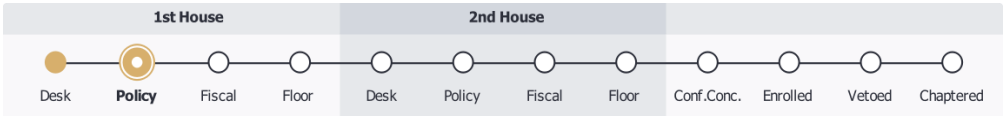
Subject: Human Services, Recreation, Quality of Life

Misc2: League of Cities Sponsored

AB 1710 (Carrillo, D) Housing developments: ordinances, policies, and standards.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**

Status: 02/23/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/23/2026 - Assembly Housing and Community Development

Summary: The Housing Accountability Act states that it shall not be construed to prohibit a local agency from requiring a housing development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need, except as provided. The act further provides that for its purposes, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity. The act requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application, as specified, was submitted, except as otherwise provided. The act defines "ordinances, policies, and standards" to include general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions. This bill would include in the definition of "ordinances, policies, and standards" materials requirements, postentitlement permit standards, and any rules, regulations, determinations, and other requirements adopted or implemented by other public agencies, as defined. (Based on 02/04/2026 text)

Position: Oppose

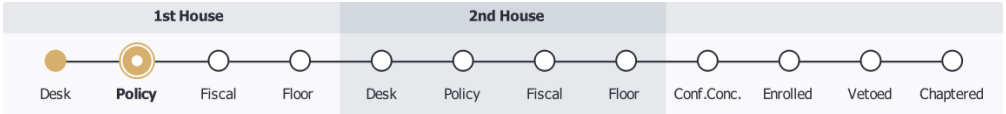
Priority: (4) Standard

Subject: Planning, Land Use, Housing

AB 1738 (Carrillo, D) State Housing Law: remote inspections.

Current Text: 02/05/2026 - Introduced **HTML** **PDF**

Status: 02/23/2026 - Referred to Coms. on H. & C.D. and L. GOV.



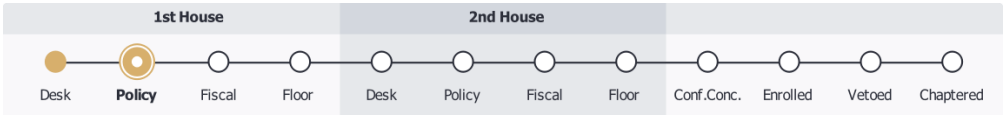
Location: 02/23/2026 - Assembly Housing and Community Development

Summary: The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires the building department of every city or county to enforce the provisions of the State Housing Law, the State Building Standards Code, and other specified rules and regulations promulgated pursuant to the State Housing Law pertaining to standards for buildings used for human habitation. Current law, in the event of nonenforcement of the provisions of the State Housing Law, the State Building Standards Code, and the other rules and regulations promulgated pursuant to the State Housing Law, requires the Department of Housing and Community Development (HCD) to enforce these provisions, as provided. Current law authorizes an officer, employee, or agent of an enforcement agency to enter and inspect any building or premises whenever necessary to secure compliance with, or prevent a violation of, any provision of the State Housing Law, the building standards published in the State Building Standards Code, and other rules and regulations promulgated pursuant to the provisions of the State Housing Law. Current law provides certain immunities to a public entity or employee immunity relative to an inspection or license, as provided. This bill would require a city, including a charter city, county, or city and county to offer a homeowner the option of requesting remote inspections for all or a subset of an inspection required by a building permit for specified works in one- or 2-family dwelling units, by July 1, 2027, as provided. The bill would apply the above-described immunities to remote inspections. The bill would authorize these local agencies, at their discretion, to set up a process to perform onsite audits to confirm that a homeowner accurately represented the work subject to the remote inspection and to

temporarily ban the homeowner from using the remote inspection if the homeowner is found to have willfully misrepresented the work, as provided. (Based on 02/05/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

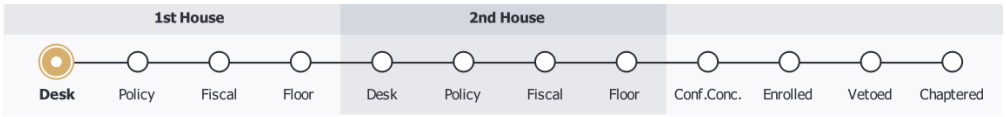
AB 1771 (Alvarez, D) State Housing Law: apartment houses.
Current Text: 02/09/2026 - Introduced **HTML** **PDF**
Status: 02/23/2026 - Referred to Com. on H. & C.D.



Location: 02/23/2026 - Assembly Housing and Community Development
Summary: The State Housing Law establishes statewide building standards relating to occupancy, use, and maintenance of hotels, motels, lodging houses, apartment houses, and dwellings, and authorizes the Department of Housing and Community Development to adopt rules and regulations for this purpose. Pursuant to that authority, current law requires a manager or other responsible person to reside upon the premises and have charge of every apartment house in which there are 16 or more apartments, as specified. This bill would prohibit a state or local entity from requiring a manager or other caretaker to reside upon the premises of an apartment house and would require the department to update its regulations, as specified. (Based on 02/09/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

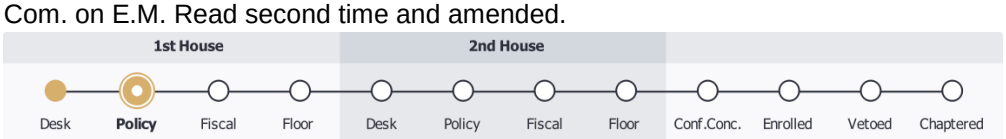
AB 1783 (DeMaio, R) Additional local taxes: vehicle miles traveled tax.
Current Text: 02/09/2026 - Introduced **HTML** **PDF**
Status: 02/10/2026 - From printer. May be heard in committee March 12.



Location: 02/09/2026 - Assembly PRINT
Summary: Current law authorizes the legislative body of a city or county to impose various taxes, including occupancy taxes and sales and use taxes. Existing law also prohibits a city and county form imposing certain taxes, such as a tax upon income. This bill would prohibit a city, county, or any political subdivision thereof from imposing a tax, fee, assessment, or charge, that is calculated, in whole or in part, based on the number of miles traveled by a motor vehicle. The bill would not prohibit the collection of tolls for the use of specific facilities, as provided. The bill would provide that any existing program, pilot program, regulation, or administrative action inconsistent with this prohibition is void and unenforceable. (Based on 02/09/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1866 (Rogers, D) California Disaster Assistance Act: minimum damages thresholds.
Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee chair, with author's amendments: Amend, and re-refer to Com. on E.M. Read second time and amended.

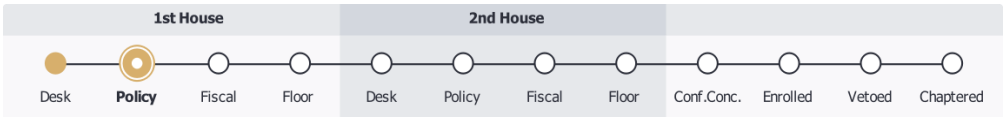


Location: 02/23/2026 - Assembly Emergency Management

Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. This bill would require the director, in administering those provisions, to prioritize local agencies that are not eligible for federal funding due to the agency's inability to meet minimum damage thresholds under federal law, as specified. (Based on 03/11/2026 text)

Position: Support
Priority: (3) Significant
Subject: Public Safety
Misc2: League of Cities Sponsored

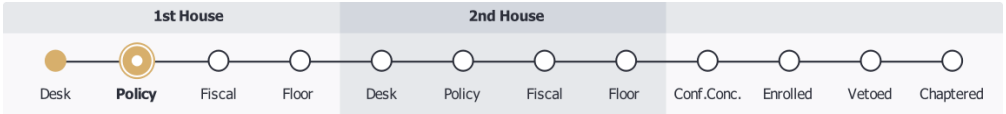
AB 1941 (González, Mark, D) Organized metal theft.
Current Text: 02/13/2026 - Introduced **HTML** **PDF**
Status: 03/02/2026 - Referred to Com. on PUB. S.



Location: 03/02/2026 - Assembly Public Safety
Summary: Current law makes a person who is a dealer in or collector of junk, metals, or secondhand materials, or their agent, employee, or representative, who buys or receives any wire, cable, copper, lead, solder, mercury, iron, or brass that the person knows or reasonably should know is used by or belongs to specified entities, including a railroad, certain utility companies, or a public entity engaged in furnishing public utility service, without using due diligence to ascertain that the person selling or delivering that material has a legal right to do so, guilty of criminally receiving that property and, in addition to imprisonment, makes that act punishable by a fine of not more than $5,000. This bill would prohibit organized metal theft, described as acting in concert with one or more persons to steal metal materials from one or more of specified materials and items, acting in concert with 2 or more persons to receive, purchase, or possess those metal materials knowing or believing it to have been stolen, acting as an agent of another to steal those metal materials as part of an organized plan to commit theft, or recruiting, coordinating, organizing, supervising, directing, managing, or financing another to undertake acts of theft of metal. (Based on 02/13/2026 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety

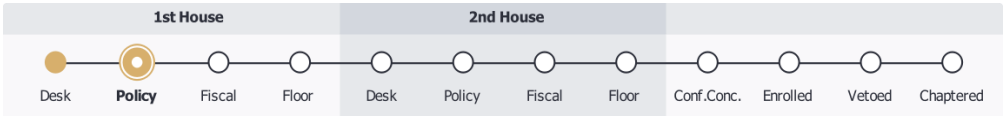
AB 1975 (Schultz, D) Electrical corporations: grid utilization metric.
Current Text: 03/03/2026 - Amended **HTML** **PDF**
Status: 03/04/2026 - Re-referred to Com. on U. & E.



Location: 03/02/2026 - Assembly Utilities and Energy
Summary: Existing law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission, on or before December 31, 2027, to establish a grid utilization metric that calculates electrical load as a percentage of rated capacity, as specified. The bill would require each large electrical corporation, each calendar quarter, to submit a publicly available report to the commission with the results of the large electrical corporation's grid utilization metric calculations, as specified. The bill would require the commission to annually establish a minimum value for the grid utilization metric within each large electrical corporation's distribution grid, and would require that the grid utilization metric minimum value increase annually, as provided. (Based on 03/03/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

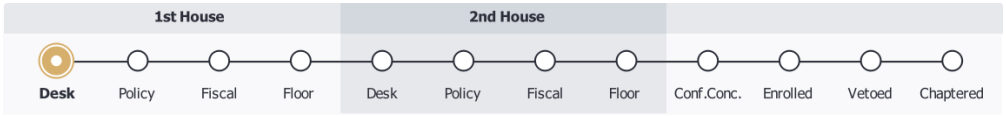
AB 2033 (Papan, D) Local Agency Public Construction Act: job order contracting.
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Status: 03/02/2026 - Referred to Com. on L. GOV.



Location: 03/02/2026 - Assembly Local Government
Summary: The Local Agency Public Construction Act sets forth procedures that a local agency is required to follow when procuring certain services or work. Existing law authorizes certain local agencies to engage in job order contracting, as prescribed. This bill would authorize the city council to award individual annual job order contracts, not to exceed $500,000, as specified, for repair, remodeling, or other repetitive work to be done according to unit prices. The bill would prohibit, among other things, annual contracts from being awarded for any new construction. The bill would require the contracts to be awarded to the lowest responsible bidder and be based on plans and specifications for typical work. (Based on 02/17/2026 text)

Position: Support
Priority: (4) Standard
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

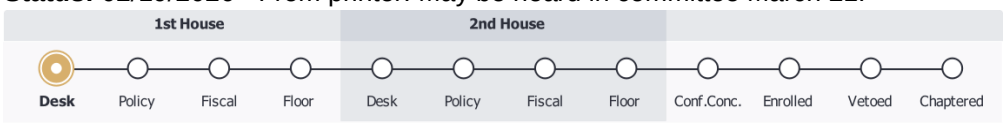
AB 2074 (Haney, D) Land use.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.



Location: 02/18/2026 - Assembly PRINT
Summary: Current law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Current law requires that a housing development project within a specified distance of a transit-oriented development stop be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. This bill would state the intent of the Legislature to enact legislation to support transit-oriented housing development, high road labor standards, and downtown revitalization in major transit cities, as defined, establish land use standards appropriate to transit-oriented development in regional centers, streamline ministerial approval for developments that meet high road labor standards in regional centers, and establish a revolving loan fund to finance construction of qualifying developments in regional centers. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2079 (Elhawary, D) Adaptive reuse.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.



Location: 02/18/2026 - Assembly PRINT

Summary: The Office to Housing Conversion Act, starting July 1, 2026, provides that an adaptive reuse project that meets certain requirements shall be deemed a use by right in all zones, regardless of the zoning of the site, and subject to the streamlined, ministerial review process, as specified. Current law authorizes a local government to implement the act and specifies the process and requirements applicable to adaptive reuse projects by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance. This bill would state the intent of the Legislature to enact legislation to advance adaptive reuse policies to revitalize California downtown areas. (Based on 02/18/2026 text)

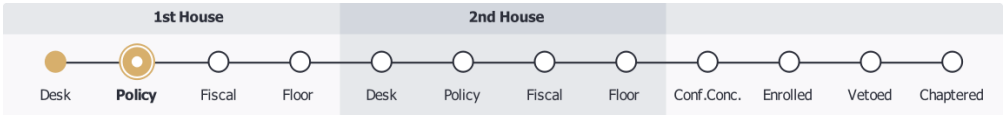
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 2118 (Hoover, R) Affordable Housing and High Road Jobs Act of 2022: use by right: objective standards.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Coms. on H. & C.D. and NAT. RES.



Location: 03/09/2026 - Assembly Housing and Community Development

Summary: The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, authorizes a development proponent to submit an application for a mixed-income housing development along a commercial corridor that satisfies specified site criteria, affordability criteria, and objective development standards, and deems a housing development that meets those requirements a use by right and subject to streamlined, ministerial review. Current law prohibits the objective standards from precluding a development from being built at specified residential density required and from requiring the development to reduce unit size to meet the objective standards. This bill would also prohibit the objective standards from prohibiting or otherwise limiting mixed-use development in a housing development project. (Based on 02/18/2026 text)

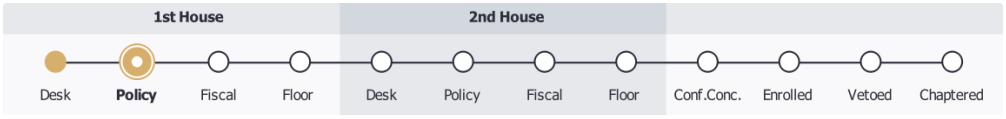
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 2125 (Bennett, D) Groundwater basin adjudication: notice.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Com. on JUD.



Location: 03/09/2026 - Assembly Judiciary

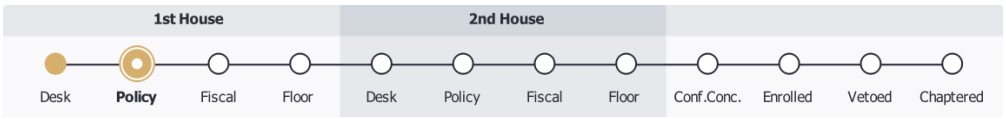
Summary: Current law requires a plaintiff who files an action to comprehensively determine rights to extract groundwater from a basin to provide the court a draft notice of commencement of groundwater basin adjudication and a draft form answer to adjudication complaint, as specified. Current law also requires a plaintiff to file, within a specified timeframe, a motion for approval of the draft notice and draft form answer. Under current law, once the court approves the draft notice, the plaintiff is required to serve the notice, as specified. Following a court order approving both the notice and draft form answer and authorizing service thereof, current law requires the plaintiff to take additional steps to provide notice to defendants including, but not limited to, mailing, by registered mail or certified mail, return receipt requested, the notice, complaint, and form answer to all holders of fee title to real property in the basin. Under current law, if a return receipt is not received for a parcel of real property, the plaintiff must post a copy of the notice, complaint, and form answer in a conspicuous place on the real property. After completing these notice procedures, existing law requires the plaintiff to file a notice of completion of the mailing with the court. This bill would impose additional requirements on a

plaintiff when filing the notice of completion of mailing. The bill would require the plaintiff to include with the notice of completion an affidavit of the person who mailed the notice and the certified or registered mail delivery receipt for each parcel showing the date, time, and place of mailing. (Based on 02/18/2026 text)

Priority: (4) Standard
Subject: Trash, Recycling, Water, Resources

AB 2132 (Macedo, R) California Environmental Quality Act: exemption: groundwater recharge project.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on NAT. RES. and W., P., & W.

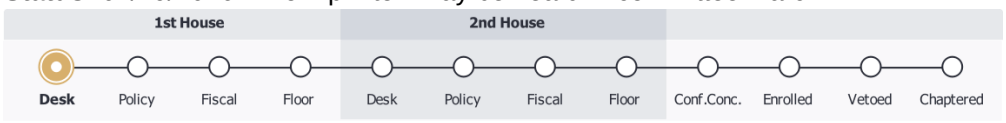


Location: 03/09/2026 - Assembly Natural Resources
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater plans, except as specified. Current law requires a groundwater sustainability plan to include various information relating to subsidence, as applicable. This bill would exempt from the requirements of CEQA a groundwater recharge project if the Secretary of the Natural Resources Agency determines the project would address subsidence. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Trash, Recycling, Water, Resources

AB 2146 (Stefani, D) Multifamily Housing Program: Homekey.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.

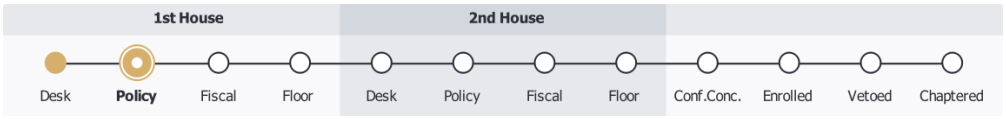


Location: 02/18/2026 - Assembly PRINT
Summary: Current law establishes the Multifamily Housing Program, administered by the Department of Housing and Community Development, to provide financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would make nonsubstantive changes to those provisions. (Based on 02/18/2026 text)

Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life

AB 2295 (Johnson, R) Regional housing need: affordable housing.

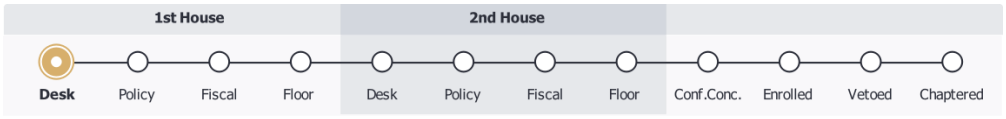
Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 03/09/2026 - Assembly Housing and Community Development
Summary: Current law requires each council of governments, or delegate subregion as applicable, to develop and adopt a methodology for distributing the existing and projected regional housing need to cities, counties, and cities and counties within the region or within the subregion, as provided. Current law also requires each council of governments and delegate subregion, as applicable, to adopt a final allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, based on that adopted methodology. Current law requires that the housing element of a county's or city's general plan include, among other things, a quantification of the locality's existing and projected housing needs for all income levels, which must include the locality's share of the regional housing need, as provided. Current law authorizes a local government within the same county as a federally recognized Native American tribe to enter into a voluntary agreement with a tribe to allow new tribal housing development projects to count toward the locality's share of the regional housing needs allocation if certain conditions are met. This bill would authorize a local government, as defined, to enter into a voluntary agreement with another local government to allow new housing development projects to count toward each locality's share of the regional housing needs allocation if certain conditions are met, including that the project includes affordable housing units for very low and lower income households. (Based on 02/19/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

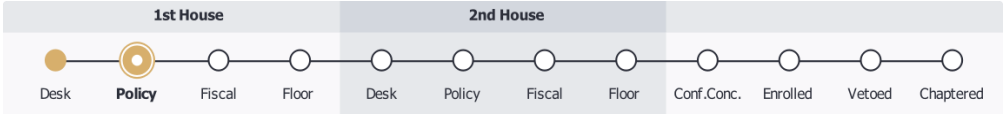
AB 2296 (Papan, D) Land use.
Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Status: 02/20/2026 - From printer. May be heard in committee March 22.



Location: 02/19/2026 - Assembly PRINT
Summary: The Permit Streamlining Act imposes requirements on a public agency's review and approval of development projects, as specified, to ensure clear understanding of the specific requirements in connection with that approval and to expedite decisions on those projects. That act excludes from its provisions activities of the State Energy Resources Development and Conservation Commission and administrative appeals within, or to, a state or local agency. This bill would make nonsubstantive changes to that exclusion. (Based on 02/19/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

AB 2433 (Alvarez, D) Housing development: affordable homes bonus.
Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D., L. GOV. and NAT. RES.



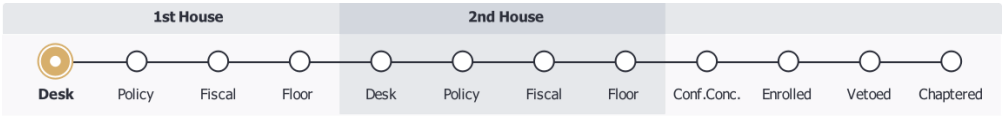
Location: 03/09/2026 - Assembly Housing and Community Development

Summary: The Density Bonus Law requires a city or county to grant a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, to an applicant for a housing development when the applicant seeks a density bonus for the housing development, as specified, if the applicant agrees to construct, among other things, a specified percentage of units for very low income, lower income, or senior citizen housing, and meets other requirements. This bill would, instead, require a city or county to grant an affordable homes bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, to an applicant for a housing development when the applicant submits an application for a housing development that a city, county, or city and county determines meets specified criteria, including, among others, the housing development includes specified percentage of units for very low income, lower income, or senior citizen housing. (Based on 02/20/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2498 (Chen, R) Local government: open meetings.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 02/21/2026 - From printer. May be heard in committee March 23.

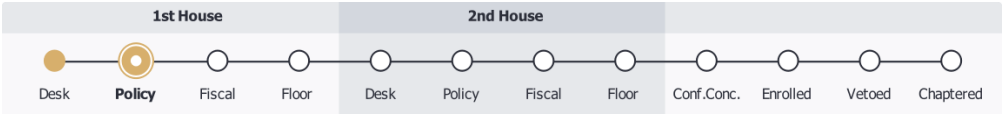


Location: 02/20/2026 - Assembly PRINT
Summary: The Ralph M. Brown Act requires that all meetings of a legislative body be open and public and that all persons be permitted to attend except as otherwise permitted by its provisions. The act defines a meeting for the purposes of its provisions and excepts certain interactions from its provisions. This bill would make nonsubstantive changes to those provisions. (Based on 02/20/2026 text)

Priority: (4) Standard
Subject: Governance

AB 2517 (Calderon, D) Fire safety: fire hazard severity zones.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on NAT. RES. and E.M.



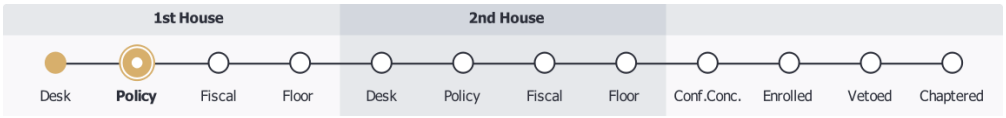
Location: 03/09/2026 - Assembly Natural Resources
Summary: Current law requires the State Fire Marshal to identify areas in the state that are not state responsibility areas, commonly known as local responsibility areas, as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Current law requires the State Fire Marshal to periodically review and make recommendations relative to very high fire hazard severity zones within local responsibility areas. Under current law, this review is required to coincide with review of state responsibility area lands every 5 years and, when possible, fall within the timeframes for each county's general plan update. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving the recommendations from the State Fire Marshal. Current law authorizes a local agency to, at its discretion, include areas within its jurisdiction not identified as very high fire hazard severity zones by the State Fire Marshal as very high fire hazard severity zones and areas not identified as moderate and high fire hazard severity zones by the State Fire Marshal as moderate and high fire hazard severity zones. Under existing law, a local agency is required to transmit a copy of an adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. Current law provides that changes made by a local agency to the recommendations made by the State Fire Marshal

are final. This bill would require the State Fire Marshal to, no fewer than 180 days before finalizing the designation of local responsibility areas as moderate, high, and very high fire hazard severity zones, post specified information on its public internet website, conduct regional public workshops to receive oral public comments and consider those comments, host a 30-day public comment period to receive written comments from interested stakeholders and respond to all written comments by local agencies within 30 days of the end of the public comment period, and coordinate with other state agencies to help educate the public during the public workshops, as specified. (Based on 02/20/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing, Public Safety
Misc2: League of Cities Sponsored

AB 2601 (Lee, D) Planning and zoning: housing development: streamlined approval and subdivisions.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.

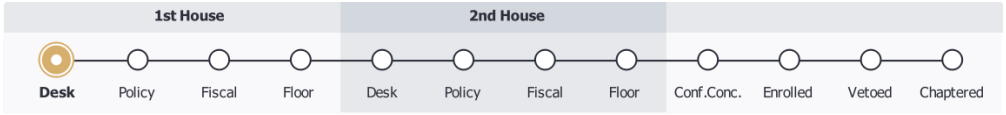


Location: 03/09/2026 - Assembly Housing and Community Development
Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. This bill would require that an application for a proposed housing development containing no more than 2 residential units within a single-family residential zone, as described above, be eligible for concurrent processing with an application for a parcel map for an urban lot split, as provided. The bill would authorize a local agency to condition issuance of building permits, grading permits, or certificates of occupancy for a proposed housing development upon the applicant first obtaining approval and recording a parcel map for eligible parcels pursuant to the above-described urban lot split provisions. The bill would allow the primary dwellings in an urban lot split under these provisions to be developed or converted to condominiums upon request of the applicant, as specified, or, if the housing development includes an existing unit, allow the applicant to request a condominium conversion for that unit pursuant to state and local law. The bill would specify that a "parcel map" for purposes of these provisions means a parcel map prepared in accordance with specified provisions of the Subdivision Map Act and may include a condominium plan if proposed by the subdivider, as specified. This bill contains other related provisions and other existing laws. (Based on 02/20/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2676 (Gallagher, R) Housing Crisis Act of 2019.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 02/21/2026 - From printer. May be heard in committee March 23.



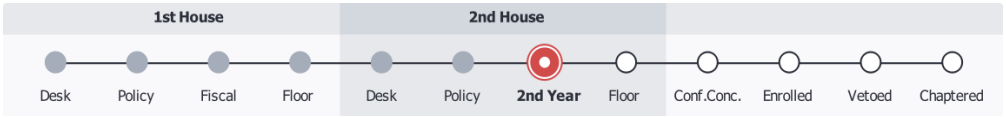
Location: 02/20/2026 - Assembly PRINT
Summary: Existing law, known as the Housing Crisis Act of 2019, with respect to land where housing is an allowable use and except as specified, prohibits a county or city, including the electorate exercising its local initiative or referendum power, in which specified conditions exist,

determined as provided by the Department of Housing and Community Development, from enacting a development policy, standard, or condition, as defined, that would have certain effects. Under existing law, these proscribed policies, standards, or conditions include, among others, (A) changing the land use designation or zoning of a parcel or parcels of property to a less intensive use or reducing the intensity of land use within an existing zoning district below what was allowed under the general plan or specific plan land use designation and zoning ordinances of the county or city as in effect on January 1, 2018, and (B) imposing or enforcing a moratorium on housing development within all or a portion of the jurisdiction of the county or city, except as provided. Existing law states that these prohibitions apply to any zoning ordinance adopted or amended on or after the effective date of these provisions, and that any development policy, standard, or condition on or after that date that does not comply is deemed void. This bill would expand the prohibition against enacting a development policy, standard, or condition that has the effect of imposing or enforcing a moratorium on housing development within all or a portion of the jurisdiction of the county or city to also prohibit these policies, standards, or conditions within the sphere of influence of a city, as defined. The bill would define “moratorium or similar restriction or limitation on housing development” for purposes of the Housing Crisis Act of 2019 to include, but not be limited to, the electorate of a county or city subject to these provisions from exercising its referendum power in a manner that has the effect of extending an existing moratorium or similar restriction or limitation on housing development. The bill would prohibit a county or city subject to these provisions from enforcing an initiative or referendum imposing a moratorium or other similar restriction on or limitation of housing development until the initiative or referendum receives approval from the department pursuant to the approval process described above. The bill would state that if the department denies approval of the initiative or referendum, as specified, the initiative or referendum would be deemed void. This bill contains other related provisions and other existing laws. (Based on 02/20/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

SB 6 (Ashby, D) Controlled substances: xylazine.

Current Text: 12/02/2024 - Introduced **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/16/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR
Summary: The California Uniform Controlled Substances Act categorizes controlled substances into 5 schedules and places the greatest restrictions on those substances contained in Schedule I. Under existing law, the substances in Schedule I are deemed to have a high potential for abuse and no accepted medical use while substances in Schedules II through V are substances that have an accepted medical use, but have the potential for abuse. Current law restricts the prescription, furnishing, possession, sale, and use of controlled substances, and makes a violation of those laws a crime, except as specified. Current law defines drug paraphernalia and prohibits, among other things, the manufacture, sale, and possession, as specified, of drug paraphernalia. Current law excludes from these prohibitions any testing equipment that is designed, marketed, used, or intended to be used to analyze a substance for the presence of fentanyl, ketamine, gamma hydroxybutyric acid, or any analog of fentanyl. This bill would add xylazine to the list of Schedule III substances, as specified. If an animal drug containing xylazine that has been approved under the federal Food, Drug and Cosmetic Act is not available for sale in California, the bill would create an exception for a substance that is intended to be used to compound an animal drug, as specified. The bill would exclude from the prohibitions on paraphernalia any testing equipment to analyze a substance for the presence of xylazine. (Based on 12/02/2024 text)

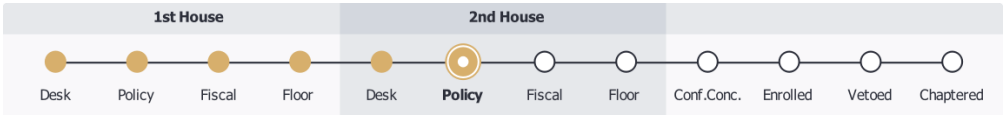
Position: Support
Priority: (5) Track/Watch

Subject: Public Safety

SB 16 (Blakespear, D) Ending Street Homelessness Act.

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Status: 07/10/2025 - July 16 hearing postponed by committee.



Location: 06/09/2025 - Assembly Housing and Community Development

Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, as provided. Current law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Position: Oppose

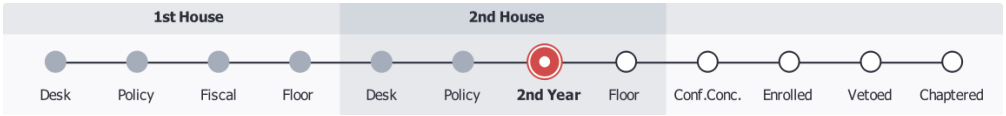
Priority: (4) Standard

Subject: Human Services, Recreation, Quality of Life

SB 35 (Umberg, D) Alcohol and drug programs.

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

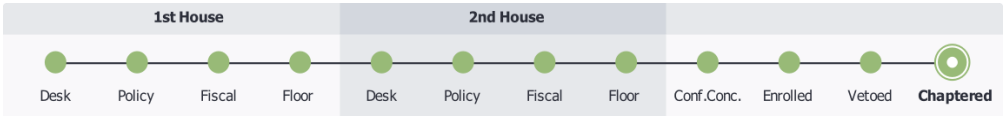
Summary: Current law provides for the licensure and regulation of adult alcohol or other drug recovery or treatment facilities by the State Department of Public Health and prohibits the operation of one of those facilities without a current valid license. Current law requires the department, if a facility is alleged to be in violation of that prohibition, to conduct a site visit to investigate the allegation. Current law requires, if the department's employee or agent finds evidence that the facility is providing services without a license, the employee or agent to take specified actions, including, among others, submitting the findings of the investigation to the department and issuing a written notice to the facility that includes the date by which the facility is required to cease providing services. This bill would require the department, if it determines it has jurisdiction over the allegation, to initiate that investigation within 10 days of receiving the allegation and, except as specified, complete the investigation within 60 days of initiating the

investigation. The bill would require the department, if it receives a complaint that does not fall under its jurisdiction, to notify the complainant that it does not investigate that type of complaint. The bill would require the employee or agent to provide the notice described above within 10 days of the employee or agency submitting their findings to the department and to conduct a followup site visit to determine whether the facility has ceased providing services as required. The bill would authorize, in counties that elect to administer the Drug Medi-Cal organized delivery system and that provide optional recovery housing services, the county behavioral health agency to request approval from the department to conduct a site visit of a recovery residence that is alleged to be operating without a license. (Based on 07/17/2025 text)

Position: Support
Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 72 (Caballero, D) The California Water Plan: long-term supply targets.

Current Text: 10/01/2025 - Chaptered **HTML** **PDF**
Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 210, Statutes of 2025

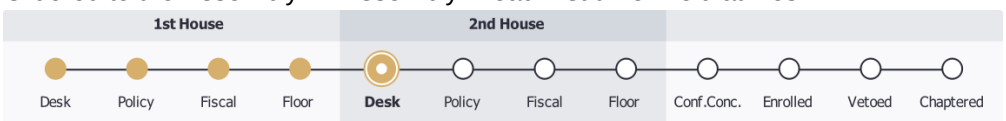


Location: 10/01/2025 - Senate CHAPTERED
Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as “The California Water Plan.” Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for all beneficial uses, including, but not limited to, urban uses, agricultural uses, tribal uses, and the environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs, benefits, and impacts of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. (Based on 10/01/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing, Trash, Recycling, Water, Resources

SB 73 (Cervantes, D) Elections: inspection of voting systems.

Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - Read third time. Urgency clause adopted. Passed. (Ayes 30. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK
Summary: Current law requires the elections official of any county or city using a voting system to inspect the machines or devices at least once every 2 years. This bill would prohibit

the elections official from permitting a federal government agency or its employees to inspect a voting system machine or device, unless authorized by a federal court order. To the extent this bill would establish new procedures for the conduct of elections, it would create a state-mandated local program. (Based on 01/05/2026 text)

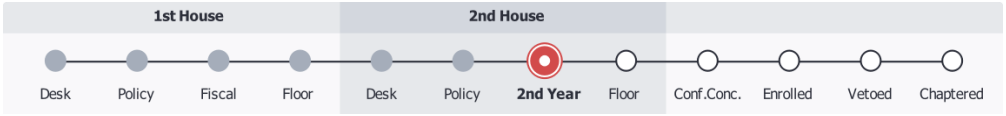
Priority: (3) Significant

Subject: Planning, Land Use, Housing, Transportation & Infrastructure

SB 74 (Seyarto, R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

Current Text: 04/07/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

Position: Support

Priority: (3) Significant

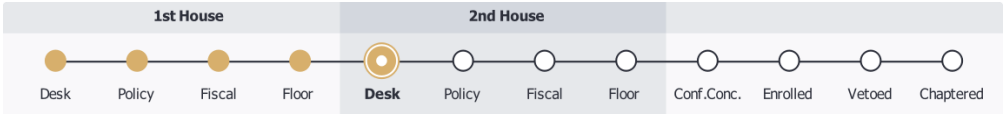
Subject: Transportation & Infrastructure

Misc2: League of Cities Sponsored

SB 239 (Arreguín, D) Open meetings: teleconferencing: subsidiary body.

Current Text: 04/07/2025 - Amended **HTML** **PDF**

Status: 01/27/2026 - Read third time. Passed. (Ayes 29. Noes 11.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

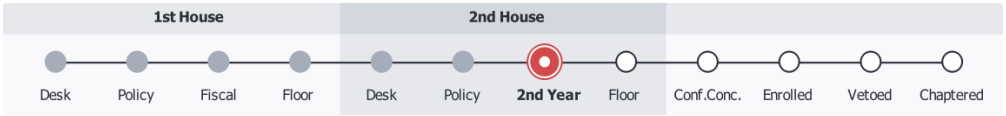
Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026,

authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

Position: Support
Priority: (3) Significant
Subject: Governance
Misc2: League of Cities Sponsored

SB 328 (Grayson, D) Hazardous waste generation and handling fees: Department of Toxic Substances Control oversight responses: housing development projects.

Current Text: 06/25/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

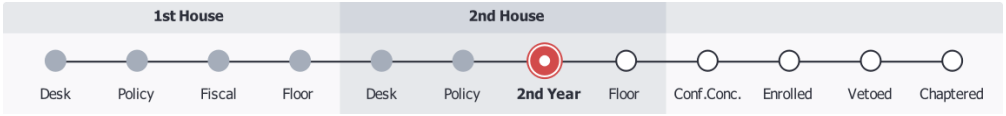


Location: 08/28/2025 - Assembly 2 YEAR
Summary: The hazardous waste control laws require the Department of Toxic Substances Control to regulate the handling and management of hazardous waste and hazardous materials. Current law, which is part of the Planning and Zoning Law, establishes time limits for a local agency, as defined, to complete reviews regarding whether to approve or deny an application, as specified, and makes any failure to meet these time limits a disapproval of the housing development project and a violation of specified law. Upon the department receiving a request for a housing development project seeking oversight of investigation, characterization, and remediation activities, this bill would require the department to provide written notice to the requestor within specified timelines regarding subsequent actions in the review process, as specified. The bill would require, for a housing development with 25 units or fewer, the department to provide the written notice within 60 business days of receiving the request. The bill would require, for a housing development with 26 units or more, the department to provide the written notice within 120 business days of receiving the request. The bill would make these provisions operative on July 1, 2028. (Based on 06/25/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

SB 329 (Blakespear, D) Alcohol and drug recovery or treatment facilities: investigations.

Current Text: 03/28/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)



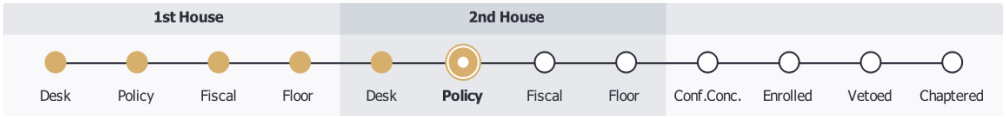
Location: 08/28/2025 - Assembly 2 YEAR
Summary: Current law provides for the licensure and regulation of alcohol or other drug recovery or treatment facilities by the State Department of Health Care Services. Current law prohibits operating an alcohol or other drug recovery or treatment facility to provide recovery, treatment, or detoxification services within this state without first obtaining a current valid

license. If a facility is alleged to be providing those services without a license, existing law requires the department to conduct a site visit to investigate the allegation. Current law also authorizes the department to conduct announced or unannounced site visits to licensed facilities for the purpose of reviewing them for compliance, as specified. This bill would require the department to assign a complaint under its jurisdiction regarding an alcohol or other drug recovery or treatment facility to an analyst for investigation within 10 days of receiving the complaint. If the department receives a complaint that does not fall under its jurisdiction, the bill would require the department to notify the complainant, in writing, that it does not investigate that type of complaint. (Based on 03/28/2025 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 360 (Rubio, D) Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.

Current Text: 05/23/2025 - Amended **HTML** **PDF**
Status: 06/05/2025 - Referred to Com. on W. P., & W.

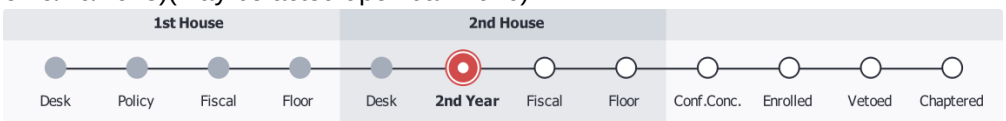


Location: 06/05/2025 - Assembly Water, Parks and Wildlife
Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

Position: Support
Priority: (2) Priority
Subject: Human Services, Recreation, Quality of Life

SB 423 (Gonzalez, D) Housing: real property transfer taxes: affordability covenants.

Current Text: 09/09/2025 - Amended **HTML** **PDF**
Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV. on 9/10/2025)(May be acted upon Jan 2026)



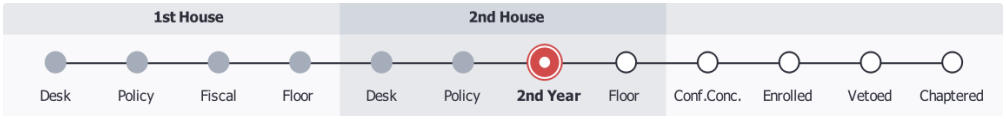
Location: 09/11/2025 - Assembly 2 YEAR
Summary: The Zenovich-Moscone-Chacon Housing and Home Finance Act establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing and to provide housing assistance and home loans. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or

enforcing regulatory agreements or other security documents. Current law creates the California Housing Finance Agency within the Business, Consumer Services, and Housing Agency and authorizes the agency to make loans to finance affordable housing. This bill would allow a state or local agency administering an affordable housing program to enter into or modify a provision of a regulatory agreement regarding curing an event of default, if prescribed conditions apply. The bill would exempt a regulatory agreement entered into or altered pursuant to its provisions from any conflicting land use restriction, declaration of restrictive covenants, deed restriction, or similar instrument, as provided. The bill would specify that its provisions are not to be construed to supersede any other law governing the foreclosure of deeds of trust or mortgages and the extinguishment of junior interests. (Based on 09/09/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 431 (Arreguín, D) Assault and battery: utility workers.

Current Text: 07/03/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/16/2025)(May be acted upon Jan 2026)

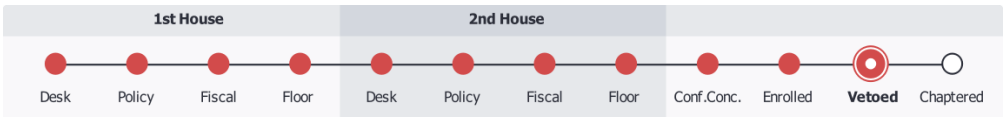


Location: 08/28/2025 - Assembly 2 YEAR
Summary: Would make an assault or battery committed against a utility worker, as defined, who is engaged in the performance of their duties punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding $2,000, or by both that fine and imprisonment. By expanding the scope of these crimes, this bill would impose a state-mandated local program. (Based on 07/03/2025 text)

Position: Support
Priority: (4) Standard
Subject: Human Resources

SB 454 (McNerney, D) State Water Resources Control Board: PFAS Mitigation Program.

Current Text: 10/01/2025 - Vetoed **HTML** **PDF**
Status: 03/02/2026 - Stricken from file. Veto sustained.



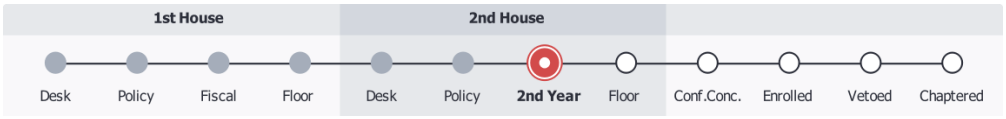
Location: 10/01/2025 - Senate VETOED
Summary: Current law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill, which would become operative upon an appropriation by the Legislature, would enact a perfluoroalkyl and polyfluoroalkyl substances (PFAS) mitigation program. As part of that program, the bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out nonstate, federal, and private funds designated for PFAS remediation and treatment and deposit the funds into the PFAS Mitigation Fund. The bill would continuously appropriate these funds to the state board for specified purposes. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking

water to meet the applicable state and federal maximum PFAS contaminant levels. (Based on 09/12/2025 text)

Position: Support
Priority: (4) Standard
Subject: Trash, Recycling, Water, Resources
Misc2: League of Cities Sponsored

SB 473 (Padilla, D) Water corporations: demand elasticity: rates and surcharges.

Current Text: 04/10/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

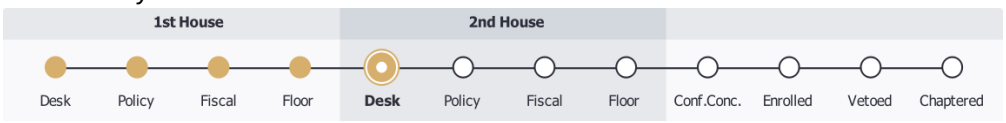


Location: 08/28/2025 - Assembly 2 YEAR
Summary: The California Constitution and the Public Utilities Act vest the Public Utilities Commission with regulatory authority over electrical corporations and water corporations. The act requires the commission to ensure that errors in estimates of demand elasticity or sales do not result in material overcollections or undercollections of electrical corporations. This bill would additionally require the commission to ensure that those errors do not result in material overcollections or undercollections of water corporations. (Based on 04/10/2025 text)

Priority: (5) Track/Watch
Subject: Transportation & Infrastructure

SB 501 (Allen, D) Responsible Battery Recycling Act of 2022: covered batteries.

Current Text: 01/14/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - Read third time. Passed. (Ayes 30. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK
Summary: The Responsible Battery Recycling Act of 2022 establishes a stewardship program, administered by the Department of Resources Recycling and Recovery, with the Department of Toxic Substances Control, as provided, for the collection, transportation, and recycling, and the safe and proper management, of covered batteries in the state in an economically efficient and practical manner. The battery recycling act defines a “covered battery” to mean a device consisting of one or more electrically connected electrochemical cells designed to receive, store, and deliver electric energy. Current law defines a “covered battery” to include a loose battery that is designed to be easily removed from a product by the user of the product with no more than common household tools. Current law excludes from the definition of a covered battery a primary battery weighing over 2 kilograms. Current law defines a “primary battery” for this purpose to mean a nonrechargeable battery, including, but not limited to, alkaline, carbon-zinc, and lithium metal batteries. Current law also excludes from the definition of a covered battery a rechargeable battery weighing over 5 kilograms and having a watthour rating of more than 300 watthours. This bill would revise the description of a loose battery, for purposes of the definition of a covered battery, by providing that a key, application, or other locking device provided to the consumer by the producer of the product or battery that is warranted by the producer of the product or battery to serve solely to prevent theft of the battery or tampering by persons other than the consumer and not to inhibit the consumer’s ability to remove, replace, or recycle the battery would not prevent a battery from being considered designed to be easily removed from a product by the user of the product with no more than common household tools. The bill would remove the exclusions from the definition of a covered battery for a primary battery and a rechargeable battery, described above. The bill

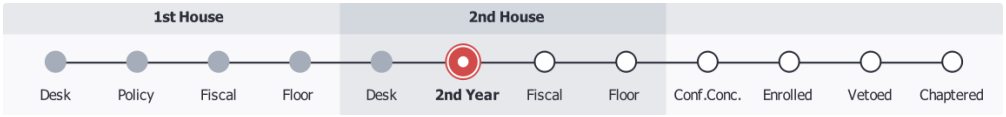
would categorize all covered batteries as either a small format battery or a medium format battery. (Based on 01/14/2026 text)

Priority: (5) Track/Watch
Subject: Trash, Recycling, Water, Resources

SB 549 (Allen, D) Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)



Location: 09/10/2025 - Assembly 2 YEAR

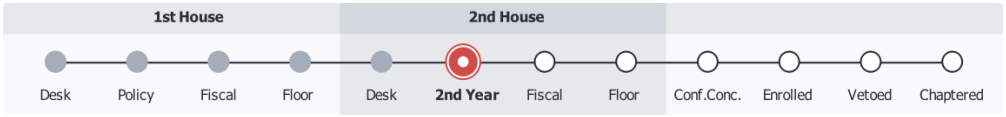
Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Planning, Land Use, Housing

SB 569 (Blakespear, D) Department of Transportation: homeless encampments.

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)

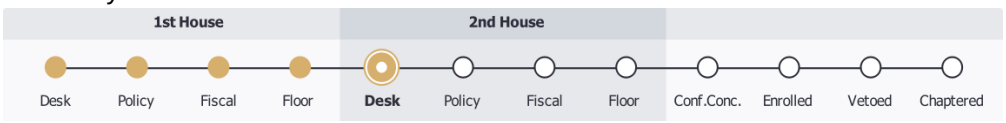


Location: 07/17/2025 - Assembly 2 YEAR

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety, Transportation & Infrastructure
Misc2: League of Cities Sponsored

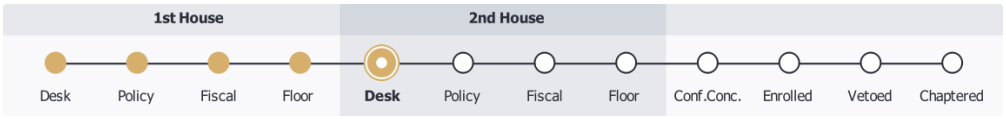
SB 607 (Wiener, D) University of California: California Institutes for Science and Innovation.
Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/20/2026 - Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/20/2026 - Assembly DESK
Summary: Current law authorizes the Regents of the University of California to establish 4 California Institutes for Science and Innovation at separate campuses of the University of California for specified purposes. Current law authorizes the concentration of each institute to include, among other concentrations, medicine, bioengineering, or space. This bill would explicitly authorize the concentration of an institute to include artificial intelligence. (Based on 01/05/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

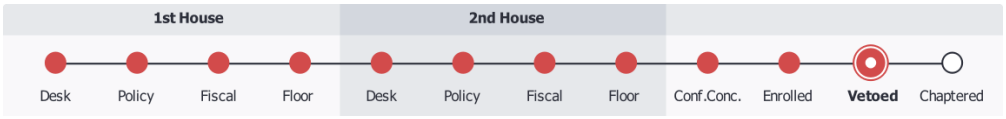
SB 677 (Wiener, D) Housing development: transit-oriented development.
Current Text: 01/08/2026 - Amended **HTML** **PDF**
Status: 01/26/2026 - Read third time. Passed. (Ayes 24. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/26/2026 - Assembly DESK
Summary: Current law requires that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with certain applicable requirements, as provided. Among these requirements, current law establishes requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided, and requires a development to meet specified labor standards that require that a specified affidavit be signed under penalty of perjury, under specified circumstances. Current law specifies that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval, as provided. Current law defines, among other terms, the term "high-frequency commuter rail" for purposes of these provisions to mean a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. Current law also defines the term "Tier 2 transit-oriented development stop" for these purposes to mean a TOD stop within an urban transit county, as defined, excluding a Tier 1 transit-oriented development stop, as defined, served by light rail transit, by high-frequency commuter rail, or by bus service meeting specified standards. This bill would revise the definition of "high-frequency commuter rail" to instead mean a public commuter or intercity rail station with a total of at least 48 passenger trains on average per weekday across all directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. (Based on 01/08/2026 text)

Position: Oppose
Priority: (2) Priority
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

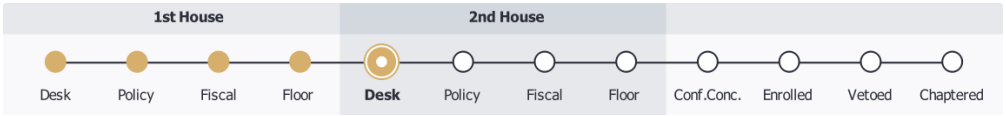
SB 757 (Richardson, D) Local government: nuisance abatement.
Current Text: 10/11/2025 - Vetoed **HTML** **PDF**
Status: 03/02/2026 - Stricken from file. Veto sustained.



Location: 10/11/2025 - Senate VETOED
Summary: Current law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2035, the legislative body of a city or county to also collect fines for specified violations related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used to fund efforts within city or county government, as applicable, to streamline the issuance of permits for housing development or to establish a revolving loan fund for specified housing purposes. This bill would require the city or county to create a process for granting a hardship waiver, to reduce the amount of the fine, upon a specified showing by the responsible person. The bill would require the hardship waiver to totally waive fines and penalties for persons with income equal to or less than 200% of the federal poverty line, as defined. (Based on 09/05/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

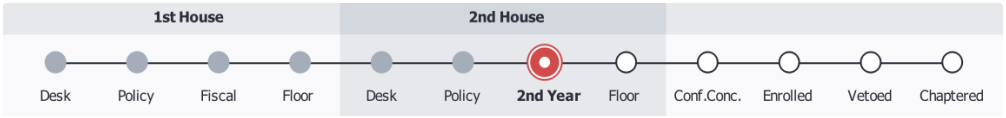
SB 758 (Umberg, D) Public health: nitrous oxide.
Current Text: 01/22/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - Read third time. Passed. (Ayes 40. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK
Summary: The Cigarette and Tobacco Products Licensing Act of 2003 requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. A violation of these provisions is a misdemeanor. This bill would expand those provisions to prohibit a retailer from selling nitrous oxide in any retail location, subject to certain exceptions. (Based on 01/22/2026 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety
Misc2: League of Cities Sponsored

SB 759 (Archuleta, D) Crimes: supervised release.
Current Text: 05/23/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/9/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: Existing law requires the county agency supervising the release of a person on postrelease community supervision to petition a court to revoke, modify, or terminate postrelease community supervision if the agency determines, following application of its assessment processes, that intermediate sanctions are not appropriate. This bill would require the county agency supervising the release of a person on postrelease community supervision to also petition a court to revoke, modify, or terminate postrelease community supervision if the person has violated the terms of their release for a 3rd time and the person has committed a new felony or misdemeanor. By imposing additional duties on county agencies administering postrelease community supervision, this bill would impose a state-mandated local program. (Based on 05/23/2025 text)

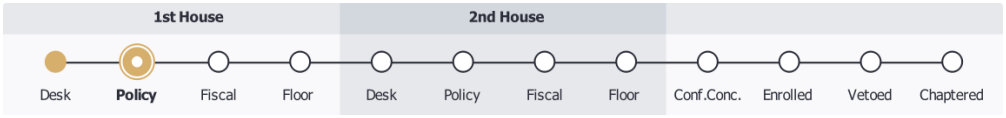
Priority: (4) Standard

Subject: Public Safety

SB 879 (Laird, D) Budget Act of 2026.

Current Text: 01/09/2026 - Introduced **HTML** **PDF**

Status: 01/12/2026 - Read first time.



Location: 01/09/2026 - Senate Budget and Fiscal Review

Summary: Would make appropriations for the support of state government for the 2026–27 fiscal year. This bill contains other related provisions. (Based on 01/09/2026 text)

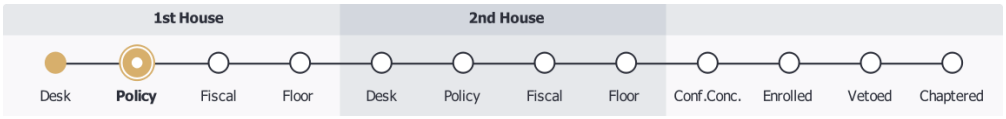
Priority: (5) Track/Watch

Subject: Municipal Funding and Procurement

SB 904 (Seyarto, R) California Emergency Services Act: disaster recovery: wildfires.

Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/09/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on HOUSING.



Location: 02/18/2026 - Senate Housing

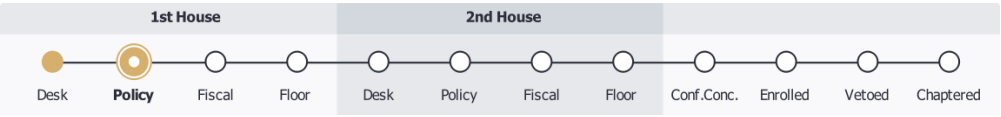
Summary: The California Emergency Services Act authorizes the Governor to proclaim a state of emergency when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor to exercise certain powers in response to that emergency, including, but not limited to, suspending specified statutes, ordinances, orders, regulations, or rules. This bill would require the Department of Housing and Community Development, in consultation with other specified state agencies, within 30 days of a state of emergency declared by the Governor relating to a wildfire, to provide a report to the Governor and the Legislature identifying state permitting requirements that may unduly impede efforts to rebuild properties or facilities destroyed as a result of the wildfire that should be considered for suspension. The bill would also require the department, in consultation with other specified state agencies, within 60 days of a state of emergency relating to a wildfire, to review and provide a report to the Governor and the Legislature with recommendations regarding any provision of the California Building Standards Code that should be suspended for specified projects in order to facilitate rapid, safe, and cost-effective rebuilding and recovery. The bill would further require the department, upon the declaration of a state of emergency relating to a wildfire, to coordinate with local governments to identify and

recommend procedures to establish rapid permitting and approval processes to expedite the reconstruction or replacement of residential properties destroyed or damaged by the wildfire, and would require the department, within 60 days of the state of emergency, to submit a report to the Governor and the Legislature with those recommendations. (Based on 03/09/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

SB 908 (Wiener, D) Housing development: transit-oriented development.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**
Status: 02/11/2026 - Referred to Com. on RLS.

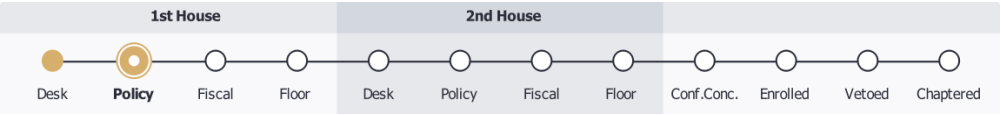


Location: 01/22/2026 - Senate Rules
Summary: Current law generally regulates the development of transit-oriented housing developments near transit-oriented development stops. Current law defines various terms for these purposes. Current law requires the Department of Housing and Community Development to oversee compliance with those provisions, authorizes a local government to enact an ordinance to make its zoning code consistent with those provisions, as specified, and requires each metropolitan planning organization to create a map of transit-oriented development stops and zones within its region by tier, as specified. This bill would state the intent of the Legislature to enact subsequent legislation that would make technical and clarifying changes to those laws governing transit-oriented development, and to add a select set of San Francisco Bay area ferry terminals to the scope of those provisions. (Based on 01/22/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 913 (Becker, D) Resource adequacy: aggregated distributed capacity resources.

Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

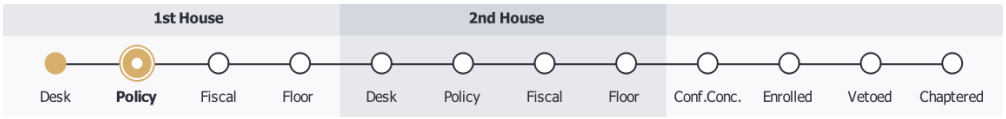


Location: 01/27/2026 - Senate Rules
Summary: Existing law requires the Public Utilities Commission (PUC), in consultation with the Independent System Operator, to establish resource adequacy requirements for all electrical corporations, electric service providers, and community choice aggregators. Existing law requires that the resource adequacy program achieve specified objectives, including that it establish new or maintain existing demand response products and tariffs, as specified. This bill would require the PUC, in coordination with the State Energy Resources Conservation and Development Commission and the Independent System Operator, on or before June 30, 2027, to enhance existing market-integrated pathways for aggregated distributed capacity resources, as defined, to qualify as resource adequacy capacity, as specified. The bill would require the PUC to allow electrical corporations, electric service providers, and community choice aggregators to include aggregated distributed capacity resources in resource adequacy filings and commission-ordered procurement, as specified. The bill would require the commission, on or before June 30, 2027, to develop recommendations for changes to the Independent System Operator's proxy demand resource and the distributed energy resource aggregation participation models to be consistent with the commission's requirements for aggregated distributed capacity resources pursuant to these provisions, and to request that the

Independent System Operator implement these changes in a new or existing initiative. (Based on 03/11/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

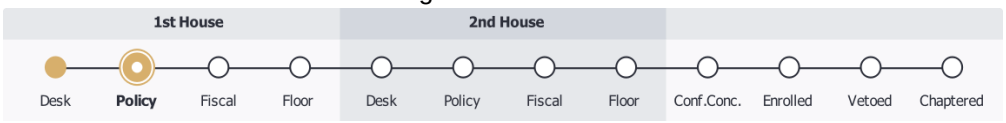
SB 922 (Laird, D) Vehicles: local agency charges: use of streets or highways.
Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.



Location: 02/11/2026 - Senate Local Government
Summary: Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would expressly limit this prohibition to charges based on weight. The bill would also explicitly state that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. (Based on 03/11/2026 text)

Position: Support
Priority: (3) Significant
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

SB 936 (Blakespear, D) Nitrous oxide: sales.
Current Text: 01/29/2026 - Introduced **HTML** **PDF**
Status: 03/03/2026 - Set for hearing March 17.



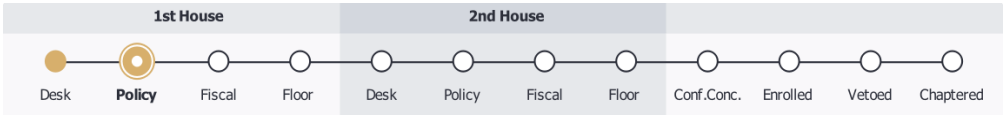
Location: 02/11/2026 - Senate Public Safety
Summary: Current law makes it a misdemeanor to possess nitrous oxide with the intent of inhaling it for specified purposes, including to cause intoxication. The Cigarette and Tobacco Products Licensing Act of 2003 requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including retail commercial cannabis activity. This bill would, except as specifically exempted, prohibit the sale and distribution of a nitrous oxide container that is capable of holding more than 8 grams of nitrous oxide or from which an individual may directly inhale nitrous oxide. The bill would also prohibit the sale and distribution of a nitrous oxide that has, or is marketed as having, the taste or smell of any food. The bill would prohibit the sale and distribution of a device that allows an individual to inhale nitrous oxide from the container or hold nitrous oxide for the purposes of inhalation. The bill would punish a violation of these provisions as an infraction, as specified. The bill would also authorize a court to suspend the business license, including a license to sell tobacco products or cannabis, if the business has a prior conviction for violating these prohibitions. (Based on 01/29/2026 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety

SB 947 (McNerney, D) Employment: automated decision systems.

Current Text: 02/02/2026 - Introduced **HTML** **PDF**

Status: 02/18/2026 - Referred to Coms. on L., P.E. & R. and P., D.T., & C.P.



Location: 02/18/2026 - Senate Labor, Public Employment and Retirement

Summary: Current law requires the Department of Technology to conduct, in coordination with other interagency bodies as it deems appropriate, a comprehensive inventory of all high-risk automated decision systems (ADS) that have been proposed for use, development, or procurement by, or are being used, developed, or procured by, any state agency. Current law establishes the Labor and Workforce Development Agency, which is composed of various departments responsible for protecting and promoting the rights and interests of workers in California, including the Division of Labor Standards Enforcement, led by the Labor Commissioner, within the Department of Industrial Relations. This bill would prohibit an employer from using an ADS to perform certain functions and would limit the purposes for and way in which an ADS may be used. The bill would authorize a worker to request, and require an employer to provide, a copy of the most recent 12 months of the worker's own data primarily used by an ADS to make a disciplinary, termination, or deactivation decision, as specified. The bill would require an employer that uses an ADS to assist in making a disciplinary, termination, or deactivation decision to provide the affected worker with a written postuse notice, as specified. This bill would prohibit an employer from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating or retaliating against any worker for taking certain actions asserting their rights under the bill. (Based on 02/02/2026 text)

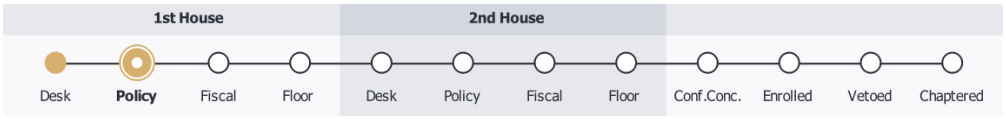
Priority: (4) Standard

Subject: Human Resources

SB 979 (Strickland, R) Planning and zoning: housing element: regional housing needs allocation: judicial review.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**

Status: 02/11/2026 - Referred to Coms. on HOUSING, JUD., and APPR.



Location: 02/11/2026 - Senate Housing

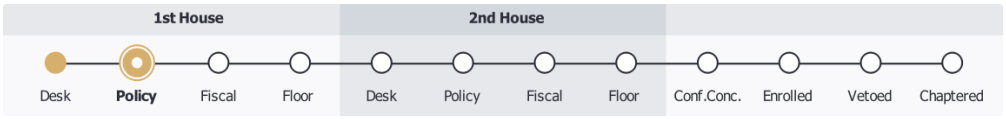
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires the council of governments or delegate subregion, as applicable, to adopt a final regional housing needs plan that allocates a share of the regional housing need to each city, county, or city and county. Current law requires each council of governments and delegate subregion to distribute a draft allocation of regional housing needs to each local government in the region or subregion. Current law authorizes a local government within the region or the delegate subregion or the department to appeal to the council of governments or the delegate subregion for a revision of the share of the regional housing need proposed to be allocated to one or more local governments, as specified. Current law requires the council of governments or the delegate subregion to make a final determination that either accepts, rejects, or modifies each appeal, as provided. This bill would provide that the final determination by the council of governments or the delegate subregion is subject to judicial review, as specified. (Based on 02/04/2026 text)

Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

SB 1076 (Pérez, D) Admitted insurers: residential property insurance.

Current Text: 02/13/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on INS.



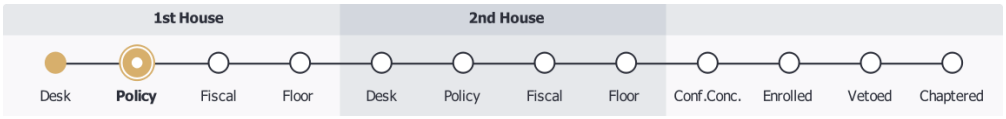
Location: 02/26/2026 - Senate Insurance

Summary: Current Department of Insurance regulations prohibit an insurer from using a rating plan that does not take into account and reflect specified wildfire risk mitigation, including property-level building hardening measures. On and after January 1, 2028, this bill would prohibit an admitted insurer that offers or sells residential property insurance in this state from refusing to offer, sell, or renew a policy of residential property insurance for an applicant or insured whose property meets minimum home hardening and wildfire mitigation standards, except as provided. The bill would authorize an admitted insurer to apply to the commissioner for a temporary waiver of that prohibition in a particular geographic area of the state, as specified. On and after January 1, 2028, the bill would also require any residential property insurance offered or sold to, at a minimum, provide coverage equivalent in scope to the residential property coverage the admitted insurer most commonly offers or sells in this state. The bill would suspend or revoke an insurer's certificate of authority to offer or sell residential property insurance and automobile insurance in this state for five years if the admitted insurer habitually and as a matter of ordinary practice violates these provisions or if the admitted insurer offers residential property insurance in this state on and after January 1, 2026, but elects to cease offering that insurance rather than comply with these provisions. (Based on 02/13/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 1081 (Laird, D) Waste discharge requirements: minimum penalties: exception: publicly owned treatment works.

Current Text: 02/13/2026 - Introduced **HTML** **PDF**
Status: 03/10/2026 - Set for hearing April 8.



Location: 02/26/2026 - Senate Environmental Quality

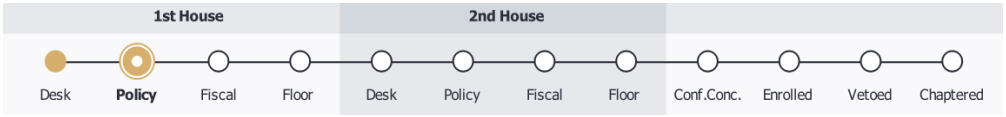
Summary: The State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the national pollutant discharge elimination system permit program. The act requires mandatory minimum penalties to be assessed for serious violations, as defined, relating to waste discharge requirements, and for certain violations relating to waste discharge requirements and reports whenever there are 4 or more violations in a period of 6 consecutive months, except as provided. The act authorizes the state board or regional board, in lieu of assessing all or a portion of those mandatory minimum penalties against a publicly owned treatment works serving a small community, to instead require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works if the state board or regional board make specified findings. The act defines "a publicly owned treatment works serving a small community" for these purposes to mean a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the state board after consideration of specified factors. This bill would amend that definition to include serving a community of 3,000 residents or less as a factor in the state board's determination of financial hardship. (Based on 02/13/2026 text)

Priority: (4) Standard
Subject: Trash, Recycling, Water, Resources

SB 1109 (Alvarado-Gil, R) Foster care.

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Status: 02/26/2026 - Referred to Com. on RLS.



Location: 02/17/2026 - Senate Rules

Summary: Current law requires the State Department of Social Services to promote the participation of current and former foster youth in the development of state foster care and child welfare policy and, subject to the availability of funds, to contract with California Youth Connection to provide technical assistance and outreach to current and former foster youth. This bill would make technical, nonsubstantive changes to that provision. (Based on 02/17/2026 text)

Position: Oppose

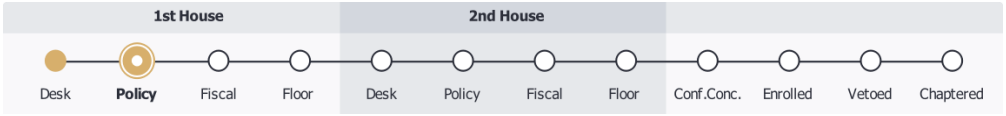
Priority: (3) Significant

Subject: Human Resources

SB 1116 (Caballero, D) Planning and zoning: housing development projects: subdivisions.

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Status: 02/26/2026 - Referred to Coms. on HOUSING and L. GOV.



Location: 02/26/2026 - Senate Housing

Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Current law authorizes a development proponent to submit an application for a housing development project on a subdivided lot, as specified, that meets specified requirements, and requires a local agency to ministerially consider that application, as specified. Current law prohibits a local agency from imposing on a housing development on a lot subdivided as specified an objective zoning standard, objective subdivision standard, or objective design standard that, among other things, physically precludes the development of a project built to specified densities. However, with respect to certain lots, current law allows a local agency to impose a height limit of no less than the height allowed pursuant to the existing zoning designation applicable to the lot. This bill would require the height limits under these provisions to apply exclusively to the physical height of a building rather than the number of floors. (Based on 02/17/2026 text)

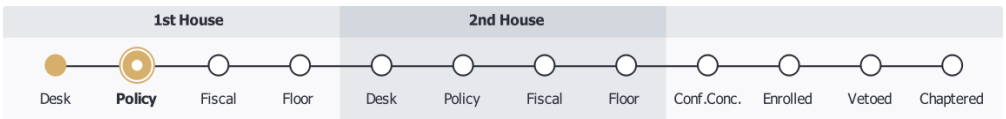
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

SB 1117 (Cervantes, D) Accessory dwelling units and junior accessory dwelling units.

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Status: 02/26/2026 - Referred to Coms. on HOUSING and L. GOV.



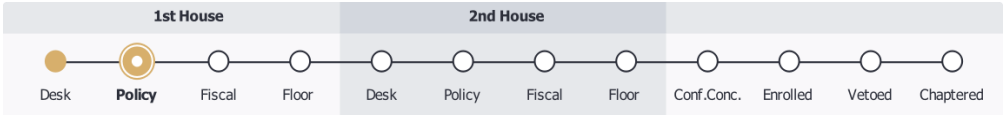
Location: 02/26/2026 - Senate Housing

Summary: The Planning and Zoning Law provides for the creation by ordinance, or by ministerial approval if the local agency has not adopted an ordinance, of an accessory dwelling unit (ADU) in accordance with specified standards and conditions. Current law requires fees

charged for the construction of ADUs to be determined in accordance with specified provisions of the Mitigation Fee Act. Current law prohibits a local agency, special district, or water corporation from imposing any impact fee upon the development of an ADU that has 750 square feet of interior livable space or less, and requires any impact fees charged for an ADU that has more than 750 square feet of interior livable space to be charged proportionately in relation to the square footage of the primary dwelling unit. This bill would additionally require the charge to be based only on the area in excess of 750 square feet of interior livable space. By changing the duties of local agencies with regard to calculating fees for ADUs, the bill would impose a state-mandated local program. (Based on 02/17/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

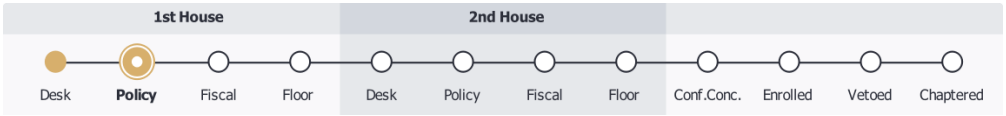
SB 1139 (Laird, D) Nonfunctional turf: noncompliance and enforcement.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on N.R. & W.



Location: 02/26/2026 - Senate Natural Resources and Water
Summary: Current law prohibits the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities, as specified. Current law requires a person or entity to be subject to civil liability or penalties by the State Water Resources Control Board, as prescribed, or to civil liability and penalties imposed by an urban water supplier, pursuant to a locally adopted ordinance or policy. Current law authorizes a public water system, city, county, or city and county to enforce the provisions relating to the prohibition, as specified. This bill would require a person or entity to be subject to civil liability or penalties imposed by a special district with water conservation enforcement authority pursuant to a locally adopted ordinance or policy. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Trash, Recycling, Water, Resources

SB 1149 (Durazo, D) Employees: bereavement leave.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on L., P.E. & R.



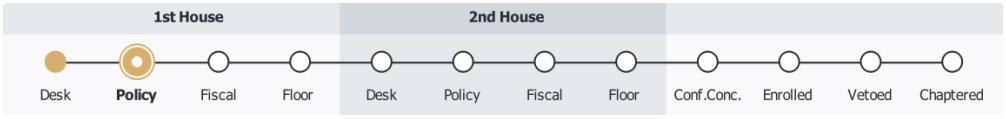
Location: 02/26/2026 - Senate Labor, Public Employment and Retirement
Summary: Current law makes it an unlawful employment practice for an employer to refuse to grant a request by any employee to take up to 5 days of bereavement leave upon the death of a family member, as defined, to refuse to hire, or to discharge, demote, fine, suspend, expel, or discriminate against, an individual because of the individual's exercise of the right to bereavement leave or because of the individual's giving information or testimony as to their own or another person's bereavement leave, or to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any of these rights, as specified. This bill would include a designated person in the definition of "family member" for purposes of these provisions relating to bereavement leave. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Human Services, Recreation, Quality of Life

SB 1153 (Caballero, D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Coms. on E.M. and N.R. & W.



Location: 03/04/2026 - Senate Emergency Management

Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services to ensure that the plans are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specified response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier. Because violation of these requirements by certain urban retail water suppliers would constitute a misdemeanor, the bill would expand the scope of a crime, thereby imposing a state-mandated local program. (Based on 02/18/2026 text)

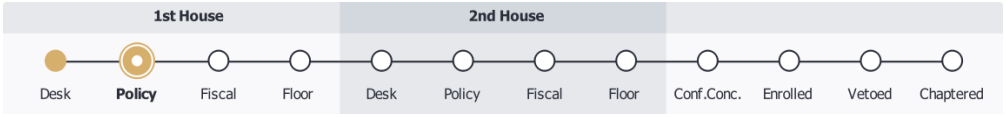
Priority: (4) Standard

Subject: Public Safety, Trash, Recycling, Water, Resources

SB 1159 (Cabaldon, D) Artificial intelligence: transparency and governance.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Coms. on JUD. and P., D.T., & C.P.



Location: 03/04/2026 - Senate Judiciary

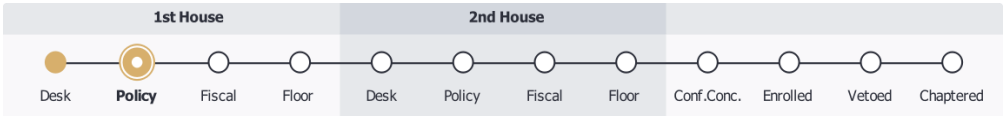
Summary: The California Constitution provides that people have the right of access to information concerning the conduct of the people's business. Various provisions of current law, including the California Public Records Act, the Bagley-Keene Open Meeting Act, and the Ralph M. Brown Act, provide, with some exceptions, for public access to government records and meetings of government bodies. Among those acts, the California Public Records Act defines "person" to include any natural person, corporation, partnership, limited liability company, firm, or association. The Political Reform Act of 1974 imposes various requirements and limitations with respect to the conduct of public officials, campaign expenditures and disclosures, political advertisements, lobbying, the ballot pamphlet, and other aspects of political reform. The Administrative Procedure Act governs, among other things, the procedures for the adoption, amendment, or repeal of regulations by state agencies and for the review of those regulatory actions by the Office of Administrative Law. The California Environmental Quality Act defines "person" to include any person, firm, association, organization, partnership, business, trust, corporation, limited liability company, company, district, county, city and county, city, town, and, among other things, the state. This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Political Reform Act of 1974, the Administrative Procedure Act, and CEQA, "person," "interested person," "participant," "member of the public," as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, robots, or other nonhuman entities, whether physical or digital. (Based on 02/18/2026 text)

Priority: (4) Standard
Subject: Governance

SB 1170 (Durazo, D) Joint powers agreements: nonprofit housing developers.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 02/26/2026 - Referred to Com. on L. GOV.



Location: 02/26/2026 - Senate Local Government

Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, as defined, to jointly exercise any power common to the contracting parties, as provided. Among other things, that act also authorizes a mutual water company to enter into a joint powers agreement with any public agency for the purposes of risk pooling, as specified. The Government Claims Act, among other things, authorizes public entities, mutual water companies, public agencies, water corporations, and mutual water companies to provide insurance under that act by a joint powers agreement, as specified. This bill would additionally authorize a nonprofit housing developer to enter into a joint powers agreement with any public agency for the purpose of risk pooling, and would expand the list of entities authorized to provide insurance by a joint powers agreement to include nonprofit housing developers. The bill would require that, if a nonprofit housing developer enters into a joint powers agreement with one or more public agencies, that the agreement ensure that no participating public agency becomes responsible for the underlying debts or liabilities of the joint powers agreement and that any participating public agency be indemnified against those debts and liabilities. (Based on 02/18/2026 text)

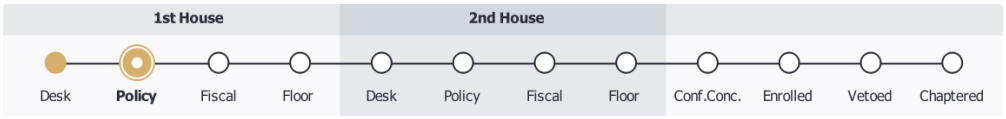
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

SB 1215 (Cortese, D) Electrical corporations: electric vehicle charging stations: multifamily residential properties.

Current Text: 02/19/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Com. on E., U & C.

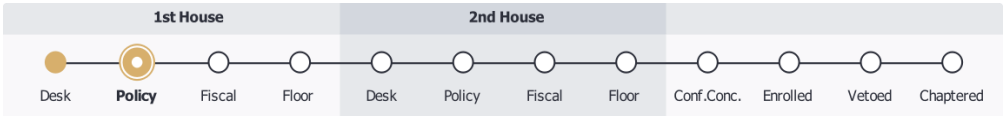


Location: 03/04/2026 - Senate Energy, Utilities and Communications

Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires each electrical corporation, not later than February 28, 2021, to file an advice letter for, and requires the commission, not later than June 30, 2021, to approve, a new tariff or rule that authorizes each electrical corporation to design and deploy all electrical distribution infrastructure on the utility side of the customer's meter for all customers installing separately metered infrastructure to support charging stations, other than those in single-family residences. Existing law requires the advice letter and the commission's approval to provide that costs incurred by the electrical corporation between January 1, 2021, and the implementation date of rates approved in the next general rate case decision for that electrical corporation, to be tracked in a memorandum account and recovered, subject to a reasonableness review, in the decision adopting the next general rate case revenue requirement for that electrical corporation. Existing law authorizes the commission to revise the policy after the completion of the general rate case cycle of the electrical corporation following the one during which the advice letter was filed if a determination is made that a change in the policy is necessary to ensure just and reasonable rates for ratepayers. This bill would delete the authorization for the commission to revise the policy. This bill contains other related provisions and other existing laws. (Based on 02/19/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

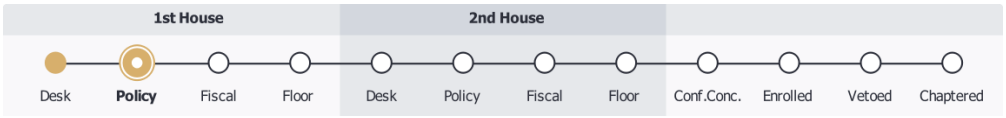
SB 1216 (Cabaldon, D) Planning and Zoning Law: housing leadership designation.
Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Status: 03/04/2026 - Referred to Com. on HOUSING.



Location: 03/04/2026 - Senate Housing
Summary: This bill would require the department, on or before July 1 of each year, to publish a list of housing leadership designated jurisdictions on its internet website. To qualify for a housing leadership designation, the bill would require that the jurisdiction have submitted a complete annual progress report for the preceding 5 years and, as applicable, that it meet specified requirements relating to housing production that vary based on whether the jurisdiction is an affordable jurisdiction, an unaffordable jurisdiction, or an extremely unaffordable jurisdiction, as those terms are defined. The bill would also require the department to publish a list of the affordability designation for each jurisdiction that has submitted a complete annual progress report, as provided. The bill would authorize a jurisdiction with a housing leadership designation to take prescribed actions, including to establish by ordinance an exemption or modification of specified provisions of the Planning and Zoning Law. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. (Based on 02/19/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

SB 1313 (McNerney, D) Public water systems: grants and loans: perfluoroalkyl and polyfluoroalkyl substances.
Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/04/2026 - Referred to Com. on E.Q.



Location: 03/04/2026 - Senate Environmental Quality
Summary: The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various duties and responsibilities for the regulation and control of drinking water in the state. This bill would authorize the state board to fund projects, upon the appropriation of funds by the Legislature, through grants or loans to public water systems to address perfluoroalkyl and polyfluoroalkyl substances in drinking water or source water. The bill would prescribe sources from which those funds may originate and permissible activities for those projects. The bill would authorize the state board to implement the bill through a policy handbook or workplan exempt from the rulemaking provisions of the Administrative Procedure Act. This bill contains other existing laws. (Based on 02/20/2026 text)

Position: Support
Priority: (4) Standard
Subject: Trash, Recycling, Water, Resources
Misc2: League of Cities Sponsored

Total Measures: 119
Total Tracking Forms: 119

City of Chino LEGISLATIVE UPDATE

13220 Central Avenue, Chino, CA 91710 | 909.334.3250 | www.cityofchino.org

Thursday, March 12, 2026

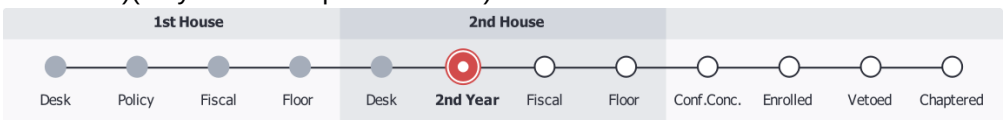
By Subject

Governance

AB 259 (Rubio, Blanca, D) Open meetings: local agencies: teleconferences.

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

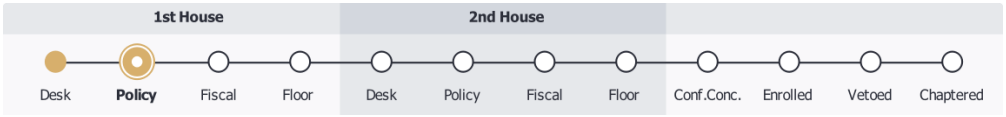
Priority: (4) Standard

Subject: Governance

AB 1578 (Jackson, D) State and local officials: antihate speech training.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Coms. on L. GOV. and G.O.



Location: 03/09/2026 - Assembly Local Government

Summary: Current law requires each state agency to offer at least semiannually, and certain state officials to attend once every 2 years, an orientation course on the relevant ethics statutes and regulations that govern the official conduct of state officials. Current law requires each state agency to maintain records indicating the specific attendees, each attendee's job title, and dates of their attendance for each orientation course offered for a period of not less than 5 years after each course is given. This bill would require, beginning on January 1, 2028, a state official to complete at least one hour of antihate speech training and education within 6 months of taking office and subsequently every 4 years thereafter. (Based on 01/12/2026 text)

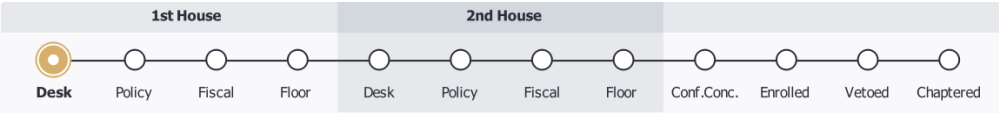
Priority: (4) Standard

Subject: Governance

AB 2498 (Chen, R) Local government: open meetings.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**

Status: 02/21/2026 - From printer. May be heard in committee March 23.



Location: 02/20/2026 - Assembly PRINT

Summary: The Ralph M. Brown Act requires that all meetings of a legislative body be open and public and that all persons be permitted to attend except as otherwise permitted by its provisions. The act defines a meeting for the purposes of its provisions and excepts certain interactions from its provisions. This bill would make nonsubstantive changes to those provisions. (Based on 02/20/2026 text)

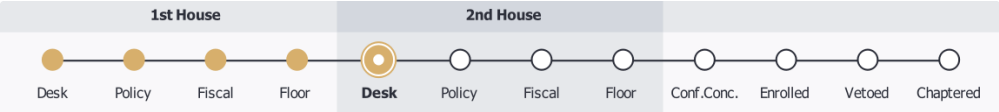
Priority: (4) Standard

Subject: Governance

SB 239 (Arreguín, D) Open meetings: teleconferencing: subsidiary body.

Current Text: 04/07/2025 - Amended **HTML** **PDF**

Status: 01/27/2026 - Read third time. Passed. (Ayes 29. Noes 11.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

Position: Support

Priority: (3) Significant

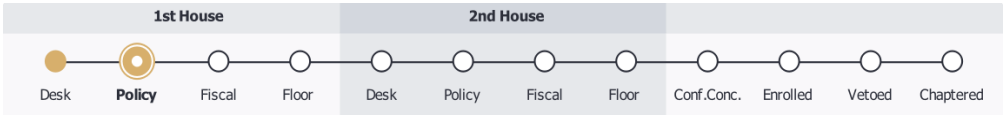
Subject: Governance

Misc2: League of Cities Sponsored

SB 1159 (Cabaldon, D) Artificial intelligence: transparency and governance.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Coms. on JUD. and P., D.T., & C.P.



Location: 03/04/2026 - Senate Judiciary

Summary: The California Constitution provides that people have the right of access to information concerning the conduct of the people's business. Various provisions of current law, including the California Public Records Act, the Bagley-Keene Open Meeting Act, and the Ralph M. Brown Act, provide, with some exceptions, for public access to government records and meetings of government bodies. Among those acts, the California Public Records Act defines "person" to include any natural person, corporation, partnership, limited liability company, firm, or association. The Political Reform Act of 1974 imposes various requirements and limitations with respect to the conduct of public officials, campaign expenditures and disclosures, political advertisements, lobbying, the ballot pamphlet, and other aspects of political reform. The Administrative Procedure Act governs, among other things, the procedures for the adoption, amendment, or repeal of regulations by state agencies and for the review of those regulatory actions by the Office of Administrative Law. The California Environmental Quality Act defines "person" to include any person, firm, association, organization, partnership, business, trust, corporation, limited liability company, company, district, county, city and county, city, town, and, among other things, the state. This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Political Reform Act of 1974, the Administrative Procedure Act, and CEQA, "person," "interested person," "participant," "member of the public," as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, robots, or other nonhuman entities, whether physical or digital. (Based on 02/18/2026 text)

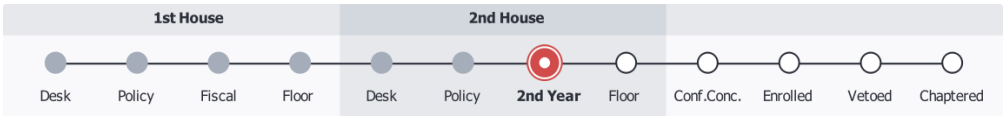
Priority: (4) Standard
Subject: Governance

Human Resources

AB 340 (Ahrens, D) Employer-employee relations: confidential communications.

Current Text: 03/05/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

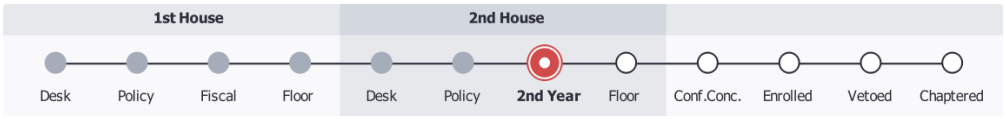
Summary: Current law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of current law further prohibit denying to employee organizations the rights guaranteed to them by current law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation. (Based on 03/05/2025 text)

Position: Oppose
Priority: (4) Standard
Subject: Human Resources

AB 1109 (Kalra, D) Evidentiary privileges: union agent-represented worker privilege.

Current Text: 02/20/2025 - Introduced **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: Current law governs the admissibility of evidence in court proceedings and generally provides a privilege as to communications made in the course of certain relations, including the attorney-client, physician-patient, and psychotherapist-patient relationship, as specified. Under current law, the right of any person to claim those evidentiary privileges is waived with respect to a communication protected by the privilege if any holder of the privilege, without coercion, has disclosed a significant part of the communication or has consented to a disclosure. This bill would establish a privilege between a union agent, as defined, and a represented employee or represented former employee to refuse to disclose any confidential communication between the employee or former employee and the union agent made while the union agent was acting in the union agent's representative capacity, except as specified. The bill would permit a represented employee or represented former employee to prevent another person from disclosing a privileged communication, except as specified. (Based on 02/20/2025 text)

Position: Oppose

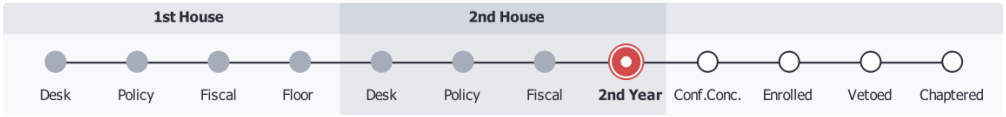
Priority: (3) Significant

Subject: Human Resources

AB 1331 (Elhawary, D) Workplace surveillance.

Current Text: 09/04/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/13/2025 - Senate 2 YEAR

Summary: Current law establishes the Division of Labor Standards Enforcement within the Department of Industrial Relations. Current law authorizes the division, which is headed by the Labor Commissioner, to enforce the Labor Code and all labor laws of the state the enforcement of which is not specifically vested in any other officer, board or commission. This bill would limit the use of workplace surveillance tools, as defined, by employers, including by prohibiting an employer from monitoring or surveilling workers in employee-only, employer-designated areas, as specified. The bill would provide workers with the right to leave behind workplace surveillance tools that are on their person or in their possession when entering certain employee-only areas and public bathrooms and during off-duty hours, as specified. The bill would prohibit a worker from removing or physically tampering with any component of a workplace surveillance tool that is part of or embedded in employer equipment or vehicles. (Based on 09/04/2025 text)

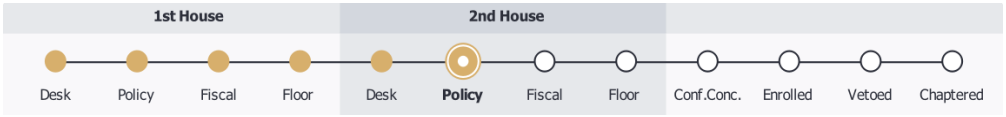
Priority: (5) Track/Watch

Subject: Human Resources

AB 1383 (McKinnor, D) Public employees' retirement benefits: safety members.

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 70. Noes 2.) In Senate. Read first time. To Com. on RLS. for assignment.



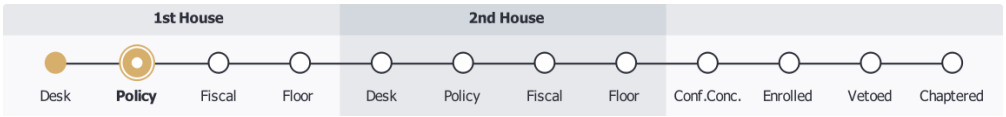
Location: 01/29/2026 - Senate Rules

Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. The Teachers' Retirement Law establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. This bill, on and after January 1, 2027, would require a retirement system subject to PEPRA to adjust pensionable compensation limits to be consistent with specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. The bill would require a new member of STRS to be subject to specified limits of the Teachers' Retirement Law. (Based on 01/22/2026 text)

Position: Oppose
Priority: (4) Standard
Subject: Human Resources, Public Safety

AB 1550 (Sanchez, R) Personal income taxes: deductions: tips: overtime compensation.

Current Text: 01/07/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Com. on REV. & TAX.



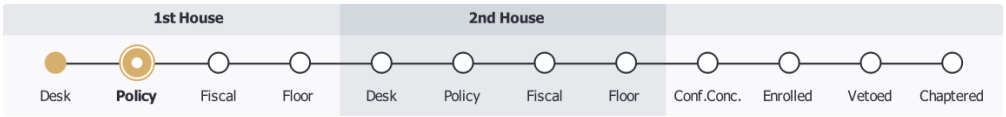
Location: 02/02/2026 - Assembly Revenue and Taxation

Summary: The Personal Income Tax Law, in modified conformity with federal income tax laws, allows various deductions in calculating taxable income and allows a taxpayer to elect to take a standard deduction in lieu of itemizing deductions. Current federal income tax law, for taxable years beginning before January 1, 2029, allows deductions in determining taxable income, as defined, for amounts equal to the qualified tips, as defined, and qualified overtime compensation, as defined, received by a taxpayer during the taxable year, not to exceed certain amounts, as specified. This bill would, for taxable years beginning on or after January 1, 2026, and before January 1, 2029, conform to federal income tax law with regard to qualified tips and qualified overtime compensation, except as specified. (Based on 01/07/2026 text)

Subject: Human Resources

AB 1576 (Ortega, D) Workers' compensation: Subsequent injuries payments.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Com. on INS.



Location: 02/02/2026 - Assembly Insurance

Summary: Current law establishes a workers' compensation system, administered by the Administrative Director of the Division of Workers' Compensation, to compensate an employee for injuries sustained in the course of employment. Current law provides certain methods for determining workers' compensation benefits payable to a worker or the worker's dependents for purposes of permanent total disability or permanent partial disability that include a determination of the percentage of permanent disability incurred. Current law requires that, for

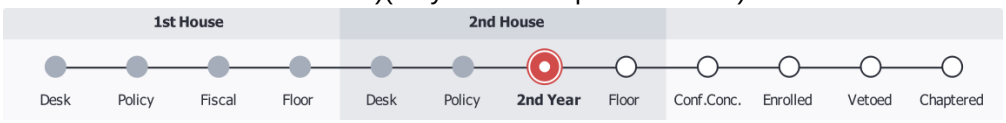
injuries incurred before January 1, 2013, in determining the percentages of permanent disability, account be taken of the nature of the physical injury or disfigurement, the occupation of the injured employee, and the injured employee's age at the time of the injury, and requires that specified factors be considered in determining an employee's diminished earning capacity for these purposes. For purposes of these provisions, "nature of the physical injury or disfigurement" incorporates the descriptions and measurements of physical impairment and the corresponding percentages of impairments published in the American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment (5th Edition). For injuries occurring on or after January 1, 2013, in determining the percentages of permanent disability, current law requires the same factors be taken into account but removes from consideration the employee's diminished future earning capacity and, instead, incorporates an adjustment factor of 1.4, as specified. Existing law also establishes the Subsequent Injuries Benefits Trust Fund, a continuously appropriated fund. Under current law, if a permanently, partially disabled employee receives a subsequent compensable injury resulting in additional permanent disability, then that employee receives compensation from the Subsequent Injuries Benefits Trust Fund. Current law requires, when applicable, the additional permanent disability resulting from the subsequent injury to be equal to 35% or more of total, when considered alone and without regard to, or adjustment for, the occupation or the age of the employee. For purposes of determining permanent disability resulting from a subsequent injury, this bill would measure permanent disability, for injuries occurring on or after January 1, 2005, and prior to January 1, 2013, by the whole person impairment rating as determined in accordance with the AMA Guides to the Evaluation of Permanent Impairment (5th Edition), after adjustment for diminished future earning capacity and without regard to, or adjustment for, the occupation or age of the employee. (Based on 01/12/2026 text)

Priority: (5) Track/Watch
Subject: Human Resources

SB 431 (Arreguín, D) Assault and battery: utility workers.

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/16/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

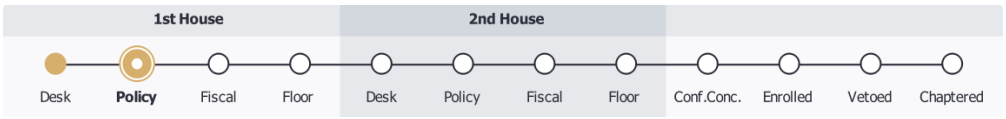
Summary: Would make an assault or battery committed against a utility worker, as defined, who is engaged in the performance of their duties punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding $2,000, or by both that fine and imprisonment. By expanding the scope of these crimes, this bill would impose a state-mandated local program. (Based on 07/03/2025 text)

Position: Support
Priority: (4) Standard
Subject: Human Resources

SB 947 (McNerney, D) Employment: automated decision systems.

Current Text: 02/02/2026 - Introduced **HTML** **PDF**

Status: 02/18/2026 - Referred to Coms. on L., P.E. & R. and P., D.T., & C.P.



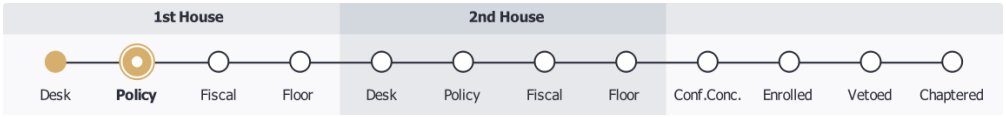
Location: 02/18/2026 - Senate Labor, Public Employment and Retirement

Summary: Current law requires the Department of Technology to conduct, in coordination with other interagency bodies as it deems appropriate, a comprehensive inventory of all high-risk automated decision systems (ADS) that have been proposed for use, development, or procurement by, or are being used, developed, or procured by, any state agency. Current law

establishes the Labor and Workforce Development Agency, which is composed of various departments responsible for protecting and promoting the rights and interests of workers in California, including the Division of Labor Standards Enforcement, led by the Labor Commissioner, within the Department of Industrial Relations. This bill would prohibit an employer from using an ADS to perform certain functions and would limit the purposes for and way in which an ADS may be used. The bill would authorize a worker to request, and require an employer to provide, a copy of the most recent 12 months of the worker's own data primarily used by an ADS to make a disciplinary, termination, or deactivation decision, as specified. The bill would require an employer that uses an ADS to assist in making a disciplinary, termination, or deactivation decision to provide the affected worker with a written postuse notice, as specified. This bill would prohibit an employer from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating or retaliating against any worker for taking certain actions asserting their rights under the bill. (Based on 02/02/2026 text)

Priority: (4) Standard
Subject: Human Resources

SB 1109 (Alvarado-Gil, R) Foster care.
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on RLS.

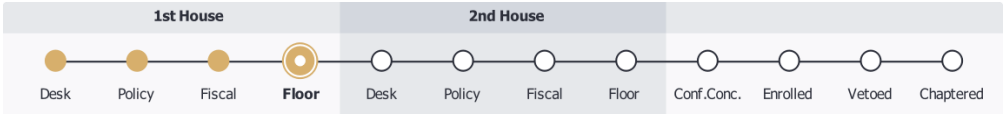


Location: 02/17/2026 - Senate Rules
Summary: Current law requires the State Department of Social Services to promote the participation of current and former foster youth in the development of state foster care and child welfare policy and, subject to the availability of funds, to contract with California Youth Connection to provide technical assistance and outreach to current and former foster youth. This bill would make technical, nonsubstantive changes to that provision. (Based on 02/17/2026 text)

Position: Oppose
Priority: (3) Significant
Subject: Human Resources

Human Services, Recreation, Quality of Life

AB 1566 (Jackson, D) Crimes: mandated reporters: severe neglect.
Current Text: 01/12/2026 - Introduced **HTML** **PDF**
Status: 03/05/2026 - Read second time. Ordered to third reading.



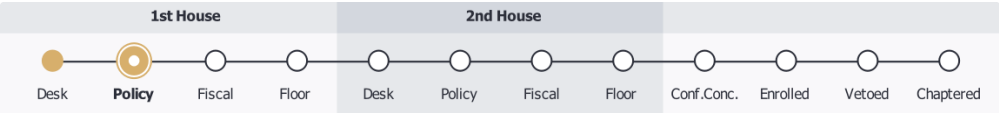
Location: 03/05/2026 - Assembly THIRD READING
Summary: The Child Abuse and Neglect Reporting Act makes certain persons, including teachers and social workers, mandated reporters. Under current law, mandated reporters are required to report whenever the mandated reporter, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. Failure by a mandated reporter to report an incident of known or reasonably suspected child abuse or neglect is a misdemeanor. Current law, for the purposes of the act, defines "severe neglect" as the negligent failure of a person having the care or custody of a child to protect the child from severe malnutrition or medically diagnosed nonorganic failure to thrive, as well as those situations of neglect where any person having the care or custody of a child willfully causes or permits the person or health of the child to be placed in a situation such that their person or health is endangered as proscribed by specified law, including the intentional failure to provide

adequate food, clothing, shelter, or medical care. This bill would recast the definition of “severe neglect” for the purposes described above. (Based on 01/12/2026 text)

Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Public Safety

AB 1708 (Solache, D) Homeless Housing, Assistance, and Prevention program: round 7.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**
Status: 02/23/2026 - Referred to Coms. on H. & C.D. and HUM. S.

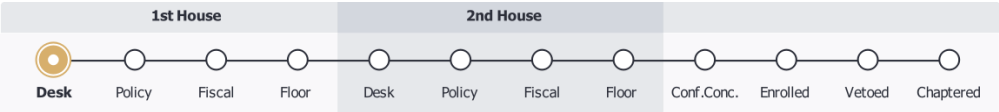


Location: 02/23/2026 - Assembly Housing and Community Development
Summary: Current law establishes the Homeless Housing, Assistance, and Prevention (HHAP) program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Current law provides for the allocation of funding under the program among continuums of care, cities, counties, and tribes in 6 rounds, with rounds 1 to 5, inclusive, administered by the Interagency Council on Homelessness and round 6 administered by the Department of Housing and Community Development, as provided. Current law establishes round 7 of the program and states the intent of the Legislature to enact future legislation that specifies the parameters, as specified. Current law, effective July 1, 2026, appropriates $500,000,000, as specified, provided that these funds be disbursed in accordance with specified requirements, including that funds from this appropriation be disbursed to a city, county, tribe, or continuum of care for round 7 of the program after a declaration by the director of the department, in consultation with the Director of Finance, that the department has substantially completed its initial disbursement of round 6 funds to the city, county, tribe, or continuum of care and that the city, county, tribe, or continuum of care has obligated at least 50% of its total round 6 award. Current law requires the department, during the 2025–26 fiscal year, to prepare to administer round 7 of the program with the goal that initial round 7 disbursements will be available to grantees meeting the statutory provisions for disbursement beginning September 1, 2026, as specified. This bill would require a continuum of care receiving funding pursuant to round 7, as described above, to allocate funds to a smaller jurisdiction, defined as a city with a population under 300,000. (Based on 02/04/2026 text)

Position: Support
Priority: (3) Significant
Subject: Human Services, Recreation, Quality of Life
Misc2: League of Cities Sponsored

AB 2146 (Stefani, D) Multifamily Housing Program: Homekey.

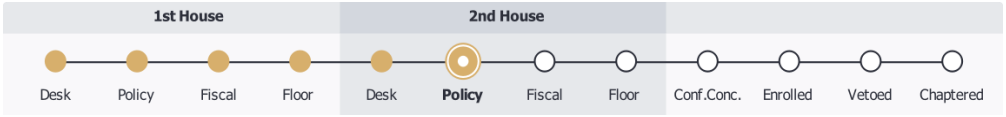
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.



Location: 02/18/2026 - Assembly PRINT
Summary: Current law establishes the Multifamily Housing Program, administered by the Department of Housing and Community Development, to provide financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would make nonsubstantive changes to those provisions. (Based on 02/18/2026 text)

Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life

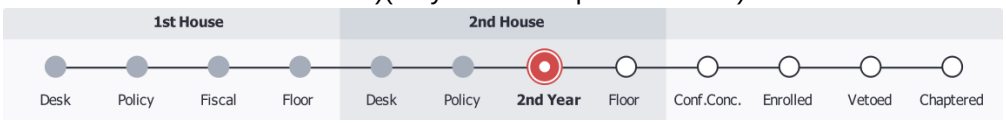
SB 16 (Blakespear, D) Ending Street Homelessness Act.
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Status: 07/10/2025 - July 16 hearing postponed by committee.



Location: 06/09/2025 - Assembly Housing and Community Development
Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, as provided. Current law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Position: Oppose
Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life

SB 35 (Umberg, D) Alcohol and drug programs.
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



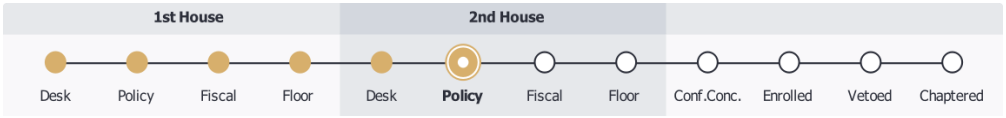
Location: 08/28/2025 - Assembly 2 YEAR
Summary: Current law provides for the licensure and regulation of adult alcohol or other drug recovery or treatment facilities by the State Department of Public Health and prohibits the operation of one of those facilities without a current valid license. Current law requires the department, if a facility is alleged to be in violation of that prohibition, to conduct a site visit to investigate the allegation. Current law requires, if the department's employee or agent finds evidence that the facility is providing services without a license, the employee or agent to take specified actions, including, among others, submitting the findings of the investigation to the department and issuing a written notice to the facility that includes the date by which the facility is required to cease providing services. This bill would require the department, if it determines it has jurisdiction over the allegation, to initiate that investigation within 10 days of receiving the allegation and, except as specified, complete the investigation within 60 days of initiating the investigation. The bill would require the department, if it receives a complaint that does not fall

under its jurisdiction, to notify the complainant that it does not investigate that type of complaint. The bill would require the employee or agent to provide the notice described above within 10 days of the employee or agency submitting their findings to the department and to conduct a followup site visit to determine whether the facility has ceased providing services as required. The bill would authorize, in counties that elect to administer the Drug Medi-Cal organized delivery system and that provide optional recovery housing services, the county behavioral health agency to request approval from the department to conduct a site visit of a recovery residence that is alleged to be operating without a license. (Based on 07/17/2025 text)

Position: Support
Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 360 (Rubio, D) Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.

Current Text: 05/23/2025 - Amended **HTML** **PDF**
Status: 06/05/2025 - Referred to Com. on W. P., & W.

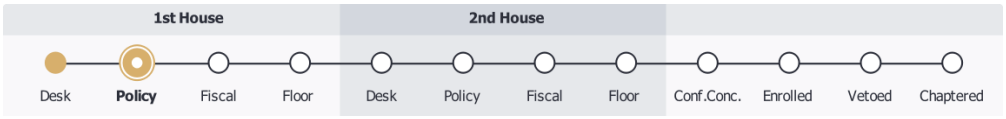


Location: 06/05/2025 - Assembly Water, Parks and Wildlife
Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

Position: Support
Priority: (2) Priority
Subject: Human Services, Recreation, Quality of Life

SB 1149 (Durazo, D) Employees: bereavement leave.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on L., P.E. & R.



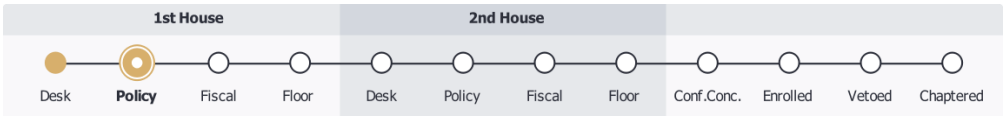
Location: 02/26/2026 - Senate Labor, Public Employment and Retirement
Summary: Current law makes it an unlawful employment practice for an employer to refuse to grant a request by any employee to take up to 5 days of bereavement leave upon the death of a family member, as defined, to refuse to hire, or to discharge, demote, fine, suspend, expel, or discriminate against, an individual because of the individual's exercise of the right to bereavement leave or because of the individual's giving information or testimony as to their own or another person's bereavement leave, or to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any of these rights, as specified. This bill would include a

designated person in the definition of “family member” for purposes of these provisions relating to bereavement leave. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Human Services, Recreation, Quality of Life

Legal and Records Management

AB 1544 (Krell, D) Court proceedings: media access.
Current Text: 01/05/2026 - Introduced **HTML** **PDF**
Status: 02/17/2026 - Referred to Coms. on PUB. S. and JUD.

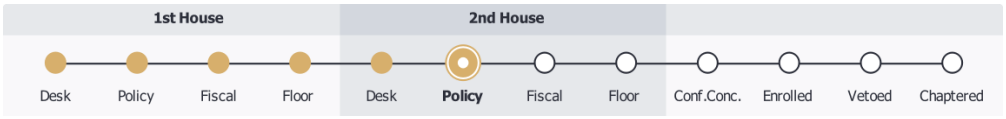


Location: 02/17/2026 - Assembly Public Safety
Summary: Current law authorizes specified peace officers to close the immediate area surrounding any emergency field command post or other command post or to establish a police line or rolling closure at a demonstration, march, protest, or rally, as specified. Current law exempts a duly authorized representative of any news service, online news service, newspaper, or radio or television station or network from the provisions prohibiting entry into the closed areas mentioned above. This bill would bar a judicial officer, peace officer, or other law enforcement officer from prohibiting a duly authorized representative of a news service, online news service, newspaper, or radio or television station or network from accessing court proceedings that are open to the public. (Based on 01/05/2026 text)

Subject: Legal and Records Management, Public Safety

Municipal Funding and Procurement

AB 262 (Caloza, D) California Individual Assistance Act.
Current Text: 05/23/2025 - Amended **HTML** **PDF**
Status: 06/11/2025 - Referred to Com. on G.O.

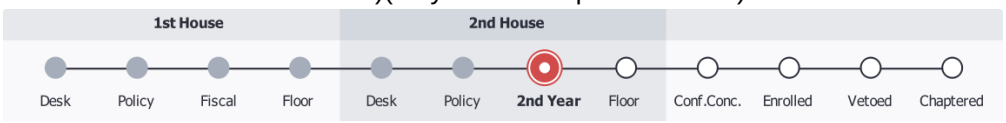


Location: 06/11/2025 - Senate Governmental Organization
Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would enact the California Individual Assistance Act to establish a grant program to provide financial assistance, upon appropriation by the Legislature, to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. The bill would require the director to allocate from the fund, subject to specified conditions, funds to meet the cost of expenses for those purposes. (Based on 05/23/2025 text)

Priority: (6) Info only
Subject: Municipal Funding and Procurement, Public Safety
Misc2: League of Cities Sponsored

AB 532 (Ransom, D) Water rate assistance program.
Current Text: 07/17/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: Current federal law, the Consolidated Appropriations Act, 2021 requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. (Based on 07/17/2025 text)

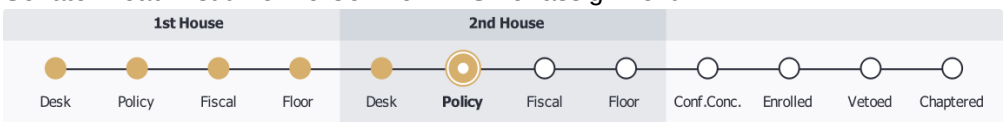
Priority: (4) Standard

Subject: Municipal Funding and Procurement, Trash, Recycling, Water, Resources

AB 1198 (Haney, D) Public works: prevailing wages.

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 65. Noes 6.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules

Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2027, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2027. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. The bill would require the director to, upon notice to the interested parties, initiate an investigation or hold a hearing, and, within 20 days after the filing of that petition, except as specified, make a final determination and transmit the determination in writing to the awarding body and to the interested parties. (Based on 01/22/2026 text)

Position: Oppose

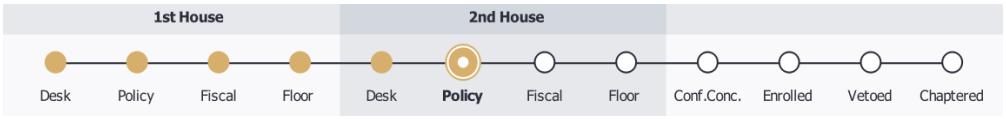
Priority: (4) Standard

Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1421 (Wilson, D) Vehicles: Road Usage Charge Technical Advisory Committee.

Current Text: 01/05/2026 - Amended **HTML** **PDF**

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 49. Noes 21.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. (Based on 01/05/2026 text)

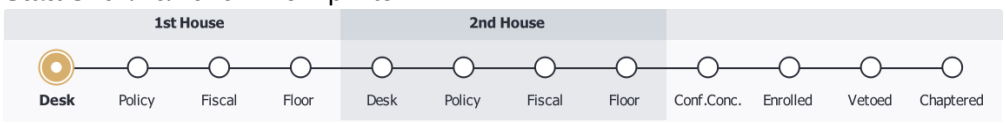
Priority: (5) Track/Watch

Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1563 (Gabriel, D) Budget Act of 2026.

Current Text: 01/09/2026 - Introduced **HTML** **PDF**

Status: 01/10/2026 - From printer.



Location: 01/09/2026 - Assembly PRINT

Summary: Would make appropriations for the support of state government for the 2026–27 fiscal year. (Based on 01/09/2026 text)

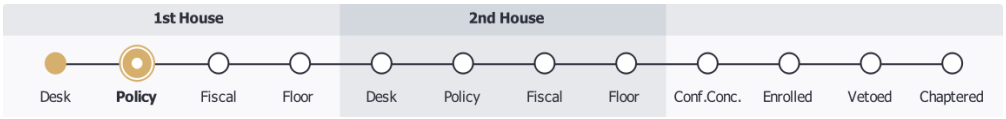
Priority: (5) Track/Watch

Subject: Municipal Funding and Procurement

AB 1596 (Davies, R) Sales and Use Tax Law: exemptions: infant car seats.

Current Text: 01/16/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on REV. & TAX.



Location: 02/02/2026 - Assembly Revenue and Taxation

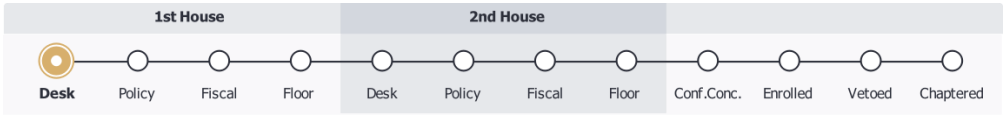
Summary: Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. This bill would, on and after January 1, 2027, and before January 1, 2032, exempt from those taxes the gross receipts from the sale of, and the storage, use, or other consumption of, infant car seats, as defined. (Based on 01/16/2026 text)

Subject: Municipal Funding and Procurement

AB 1783 (DeMaio, R) Additional local taxes: vehicle miles traveled tax.

Current Text: 02/09/2026 - Introduced **HTML** **PDF**

Status: 02/10/2026 - From printer. May be heard in committee March 12.



Location: 02/09/2026 - Assembly PRINT

Summary: Current law authorizes the legislative body of a city or county to impose various taxes, including occupancy taxes and sales and use taxes. Existing law also prohibits a city and county form imposing certain taxes, such as a tax upon income. This bill would prohibit a city, county, or any political subdivision thereof from imposing a tax, fee, assessment, or charge, that is calculated, in whole or in part, based on the number of miles traveled by a motor vehicle. The bill would not prohibit the collection of tolls for the use of specific facilities, as provided. The bill would provide that any existing program, pilot program, regulation, or administrative action inconsistent with this prohibition is void and unenforceable. (Based on 02/09/2026 text)

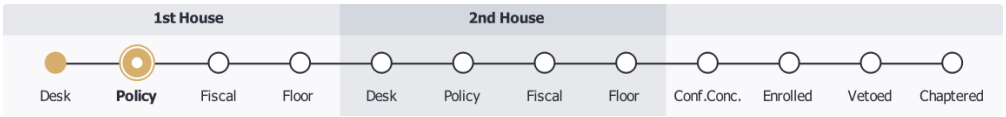
Priority: (5) Track/Watch

Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 2033 (Papan, D) Local Agency Public Construction Act: job order contracting.

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Status: 03/02/2026 - Referred to Com. on L. GOV.



Location: 03/02/2026 - Assembly Local Government

Summary: The Local Agency Public Construction Act sets forth procedures that a local agency is required to follow when procuring certain services or work. Existing law authorizes certain local agencies to engage in job order contracting, as prescribed. This bill would authorize the city council to award individual annual job order contracts, not to exceed $500,000, as specified, for repair, remodeling, or other repetitive work to be done according to unit prices. The bill would prohibit, among other things, annual contracts from being awarded for any new construction. The bill would require the contracts to be awarded to the lowest responsible bidder and be based on plans and specifications for typical work. (Based on 02/17/2026 text)

Position: Support

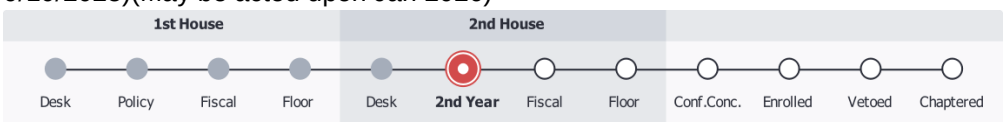
Priority: (4) Standard

Subject: Municipal Funding and Procurement, Transportation & Infrastructure

SB 549 (Allen, D) Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)



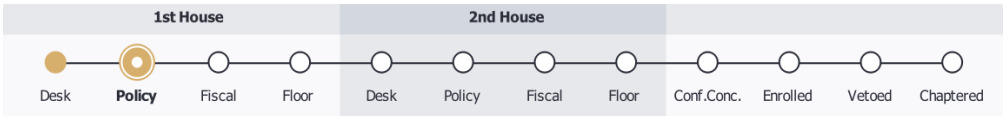
Location: 09/10/2025 - Assembly 2 YEAR

Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the

district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Planning, Land Use, Housing

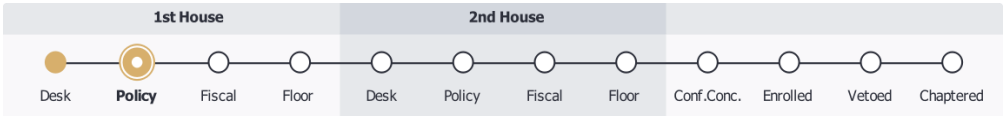
SB 879 (Laird, D) Budget Act of 2026.
Current Text: 01/09/2026 - Introduced **HTML** **PDF**
Status: 01/12/2026 - Read first time.



Location: 01/09/2026 - Senate Budget and Fiscal Review
Summary: Would make appropriations for the support of state government for the 2026–27 fiscal year. This bill contains other related provisions. (Based on 01/09/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement

SB 922 (Laird, D) Vehicles: local agency charges: use of streets or highways.
Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.

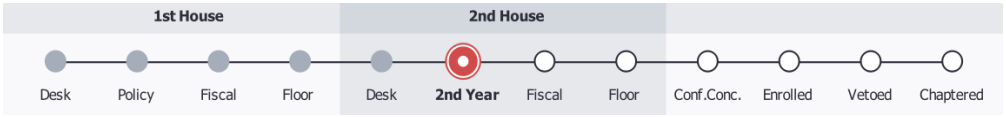


Location: 02/11/2026 - Senate Local Government
Summary: Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would expressly limit this prohibition to charges based on weight. The bill would also explicitly state that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. (Based on 03/11/2026 text)

Position: Support
Priority: (3) Significant
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

Planning, Land Use, Housing

AB 11 (Lee, D) The Social Housing Act.
Current Text: 12/02/2024 - Introduced **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

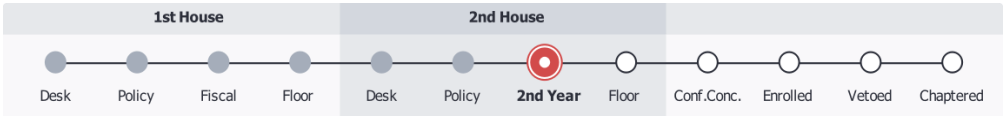
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 222 (Bauer-Kahan, D) Data centers: power usage effectiveness: cost shifts.

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to biennially adopt an integrated energy policy report, as specified, and to make the reports accessible to state, local, and federal entities and to the general public. This bill would require the Energy Commission to establish a process for the owner of a data center, as defined, to submit the power usage effectiveness ratio, as defined, for the data center to the Energy Commission on a biannual basis, and require the owner of a data center to submit this information for the data center in the manner and timeframe specified by the Energy Commission. (Based on 07/07/2025 text)

Position: Support

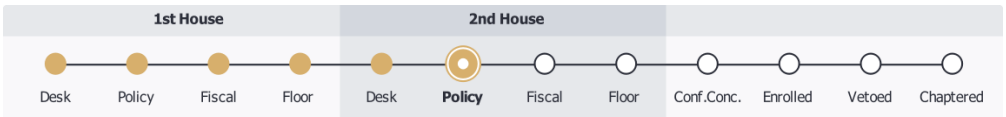
Priority: (4) Standard

Subject: Planning, Land Use, Housing

AB 306 (Schultz, D) Building regulations: state building standards.

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



Location: 04/23/2025 - Senate Housing

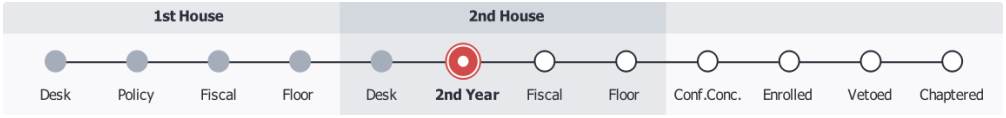
Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a

city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 06/23/2025 text)

Position: Oppose
Priority: (3) Significant
Subject: Planning, Land Use, Housing

AB 557 (McKinnor, D) California Factory-Built Housing Law.

Current Text: 04/24/2025 - Amended **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)

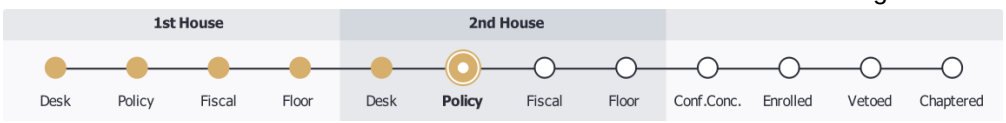


Location: 07/17/2025 - Senate 2 YEAR
Summary: The California Factory-Built Housing Law requires all factory-built housing after a specified date that is sold or offered for sale to first users within the state to bear insignia of approval issued by the department, deems that housing to comply with the requirements of all ordinances or regulations enacted by any city, city and county, county, or district that may be applicable to the construction of housing, as specified, and prohibits a city, city and county, county, and district from requiring submittal of plans for any factory-built housing manufactured, or to be manufactured pursuant to these provisions, as specified. Current law requires the department to provide by regulation for the qualification and disqualification of design approval agencies to perform approval of factory-built housing plans and specifications and makes approval by these agencies the equivalent of department approval. The law provides that any person who violates any of these provisions and other specified law is guilty of a misdemeanor, as specified. This bill would require plans or specifications of factory-built housing approved pursuant to these provisions to be approved by unit serial number and would authorize the approved plans or specifications to be used in subsequent development projects unless building standards relating to factory-built housing are modified, as specified. The bill would require the department and the design approval agencies to limit their review to the portions of a plan or specification that has not already received approval, as specified. (Based on 04/24/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 609 (Wicks, D) California Environmental Quality Act: exemption: housing development projects.

Current Text: 05/05/2025 - Amended **HTML** **PDF**
Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



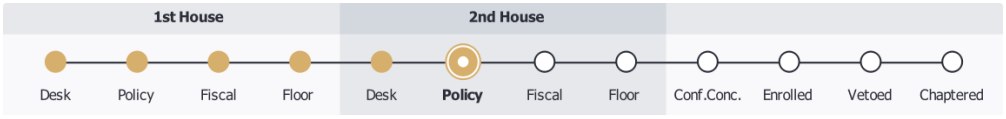
Location: 05/20/2025 - Senate Rules
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the

requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 647 (González, Mark, D) Abandoned recreational vehicles.

Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.

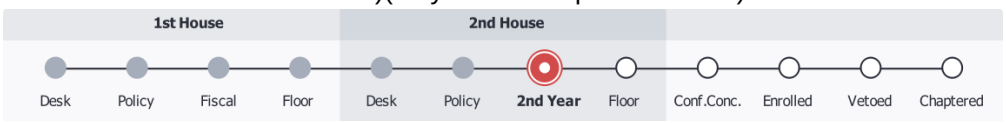


Location: 01/27/2026 - Senate Rules
Summary: Current law, until January 1, 2030, authorizes the Counties of Alameda and Los Angeles to implement a program for the disposal of abandoned recreational vehicles. Current law imposes specified conditions on this authority, including, among other things, requiring a public agency, immediately after removal of the recreational vehicle, to notify the Stolen Vehicle System of the Department of Justice of the removal. This bill would also authorize any public agency within the Counties of Alameda and Los Angeles or a state agency, as specified, to implement a program to dispose of these recreational vehicles within the County of Alameda or the County of Los Angeles and would extend this authorization until January 1, 2032. (Based on 01/05/2026 text)

Position: Oppose
Priority: (2) Priority
Subject: Planning, Land Use, Housing

AB 660 (Wilson, D) Planning and Zoning Law: postentitlement phase permits: Housing Accountability Act.

Current Text: 07/17/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



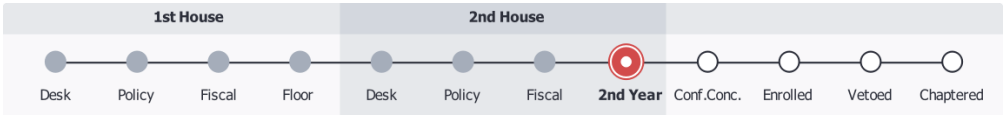
Location: 08/29/2025 - Senate 2 YEAR
Summary: The Planning and Zoning Law requires a local agency, as defined, to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Current law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. If a local agency finds that a complete application is noncompliant, existing law requires the local agency to provide the applicant with a list of items that are noncompliant and a description of how the application can be remedied by the applicant within specified time limits. Current law requires the time limits to be tolled, if the local agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application to the local agency, as specified. This bill would prohibit the local agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as

part of its review, except as specified. The bill would authorize a local agency to deny an application that is not compliant with the permit standards following 2 plan check and specification reviews. The bill would also authorize an applicant to request additional submittals of applications that are not compliant with the permit standards. The bill, if a local agency finds that a complete application is noncompliant, would prohibit a local agency from requesting or requiring any action or inaction as a result of a building inspection undertaken to assess compliance with the applicable building permit standards that would represent a deviation from a previously approved building plan or similar approval for the building permit, except as specified. (Based on 07/17/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 735 (Carrillo, D) Planning and zoning: logistics use developments: truck routes.

Current Text: 09/09/2025 - Amended **HTML** **PDF**
Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

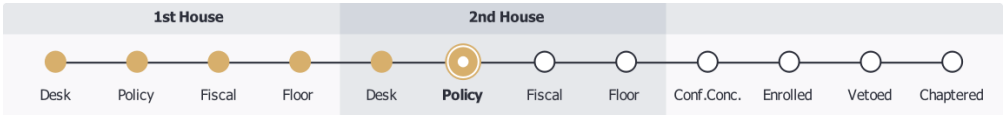


Location: 09/13/2025 - Senate 2 YEAR
Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” and instead define “logistics use development” for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/09/2025 text)

Priority: (2) Priority
Subject: Planning, Land Use, Housing

AB 736 (Wicks, D) The Affordable Housing Bond Act of 2026.

Current Text: 04/10/2025 - Amended **HTML** **PDF**
Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



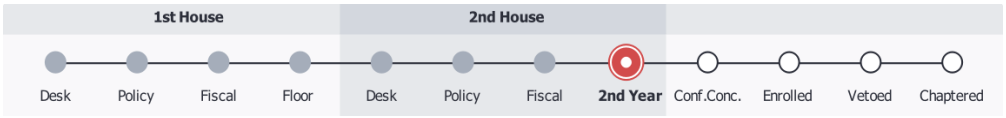
Location: 06/04/2025 - Senate Rules
Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State

General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Position: Support
Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 782 (Quirk-Silva, D) Subdivisions: security.

Current Text: 07/16/2025 - Amended **HTML** **PDF**
Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)

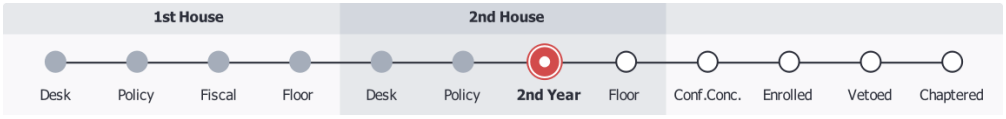


Location: 09/12/2025 - Senate 2 YEAR
Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill would prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 1206 (Harabedian, D) Single-family and multifamily housing units: preapproved plans.

Current Text: 08/18/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)

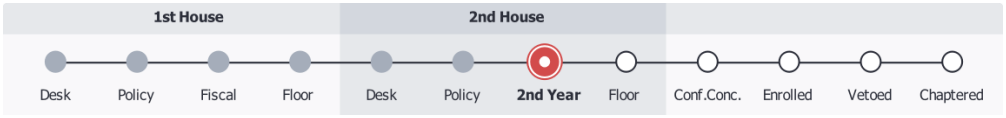


Location: 08/29/2025 - Senate 2 YEAR
Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as

specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

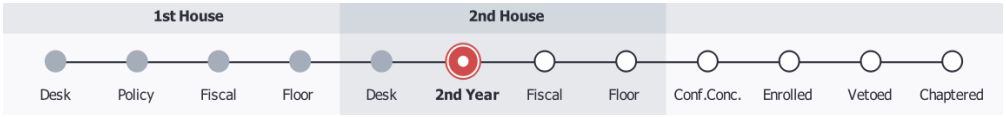
AB 1276 (Carrillo, D) Housing developments: ordinances, policies, and standards.
Current Text: 07/14/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR
Summary: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project, as defined for purposes of the act, for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based on a preponderance of the evidence in the record. The act provides that for its purposes, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity. The act requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application, as specified, was submitted, except as otherwise provided. The act defines "ordinances, policies, and standards" to include general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions. This bill would include in the definition of "ordinances, policies, and standards" materials requirements, postentitlement permit standards, and any rules, regulations, determinations, and other requirements adopted or implemented by other public agencies, as defined (Based on 07/14/2025 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 1294 (Haney, D) Planning and zoning: housing development: standardized application form.
Current Text: 07/03/2025 - Amended **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was L. GOV. on 6/11/2025)(May be acted upon Jan 2026)



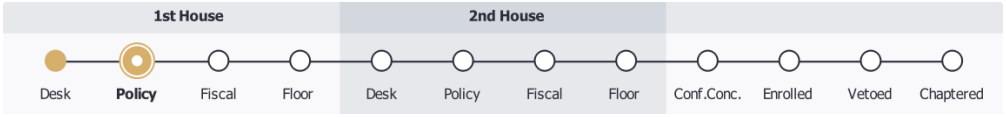
Location: 07/17/2025 - Senate 2 YEAR

Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon completing specified requirements, when applicable, including, among other things, providing a description of the proposed housing development project and a list of the approvals requested by the applicant to the city, county, or city and county from which approval for the housing entitlement is being sought. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. The bill would authorize the city, county, or city and county to develop its own application forms or templates for different housing entitlements, subject to the requirements of this bill. This bill would prohibit a city, county, or city and county from requiring certain information or approvals, including, among others, any approval or determination by any official, body, department, or subdepartment of the city, county, or city and county as a condition of determining that an application for a housing entitlement is complete. (Based on 07/03/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

AB 1543 (Quirk-Silva, D) Mobilehome parks: rent caps.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Com. on H. & C.D.



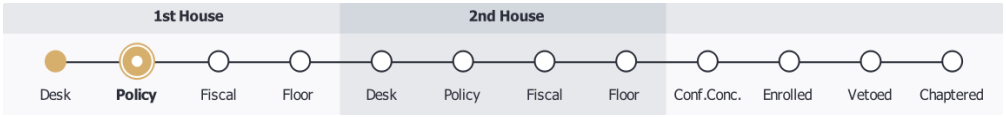
Location: 02/02/2026 - Assembly Housing and Community Development

Summary: Current law defines “mobilehome park” for the purposes of the Mobilehome Residency Law to mean an area of land where 2 or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation. The law caps the amount by which management of a qualified mobilehome park may increase the gross rental rate for a tenancy over the course of any 12-month period. The cap is the lower of 5% of the lowest gross rental rate charge for a tenancy at any time during the preceding 12 months or 3% of that amount plus the percentage change in the cost of living. Under that law, a mobilehome park is subject to that cap if it is located within and governed by the jurisdictions of 2 or more incorporated cities. This bill would instead make any mobilehome park subject to that cap. (Based on 01/05/2026 text)

Subject: Planning, Land Use, Housing

AB 1559 (Calderon, D) Residential property insurance images.

Current Text: 01/08/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Coms. on INS. and P. & C.P.



Location: 02/02/2026 - Assembly Insurance

Summary: Would require an admitted insurer to notify a residential property insurance policyholder that aerial images may be taken or obtained of the insured property, as specified, unless a claim has been submitted or is pending on the property and the images will be used only for evaluating the claim. The bill would require the insurer to provide the aerial images upon request, as specified, and would require the notice to include instructions regarding how a policyholder may make that request. (Based on 01/08/2026 text)

Position: Support

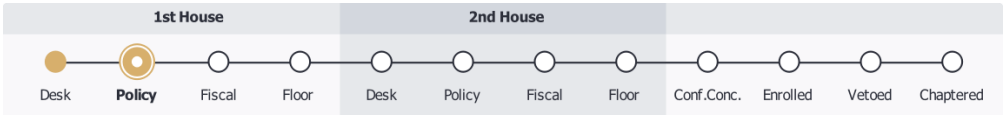
Priority: (4) Standard

Subject: Planning, Land Use, Housing, Public Safety

AB 1567 (Ta, R) General plan: annual report: congregate care for the elderly.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/02/2026 - Assembly Housing and Community Development

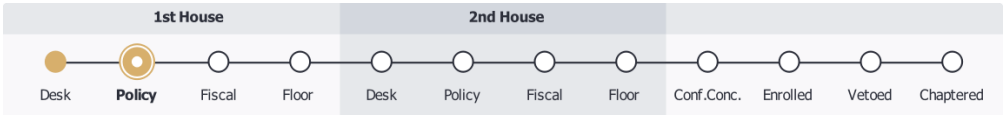
Summary: The Planning and Zoning law requires a housing element to be revised according to a specific schedule. After the legislative body has adopted all or part of a general plan, current law requires the planning agency to provide by April 1 of each year an annual report to various entities that includes specified information. Current law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected housing need, as provided. Current law requires each council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county and that furthers specified objectives. This bill would, for the 7th and each subsequent revision of the housing element, authorize a planning agency to include in that report the number of units approved for congregate care for the elderly, as defined, for up to 15% of a jurisdiction's regional housing need allocation for any income category. (Based on 01/12/2026 text)

Subject: Planning, Land Use, Housing

AB 1573 (Bryan, D) Land use: housing elements: target population.

Current Text: 01/12/2026 - Introduced **HTML** **PDF**

Status: 02/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/09/2026 - Assembly Housing and Community Development

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element containing specified information, including an analysis of its special housing, emergency shelter, and supportive housing needs, as defined. Current law defines the term "target population" for purposes of requirements applicable to the housing element to include certain persons, including persons with low incomes who have one or more disabilities and individuals eligible for specified developmental disability services. This bill would expand the definition of the term "target population" for the purposes of requirements applicable to the housing element, as described above, to include victims of domestic violence, as specified. (Based on 01/12/2026 text)

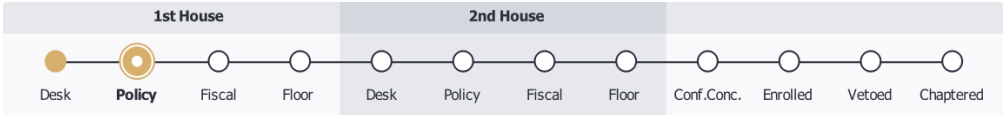
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

AB 1621 (Wilson, D) Planning and Zoning Law: postentitlement phase permits: Housing Accountability Act.

Current Text: 03/04/2026 - Amended **HTML** **PDF**

Status: 03/05/2026 - Re-referred to Com. on L. GOV.



Location: 02/02/2026 - Assembly Local Government

Summary: The Planning and Zoning Law requires a local agency or state agency to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Existing law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. Existing law requires the time limits to be tolled, if the local agency or state agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application, as specified. This bill would prohibit a local agency or state agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review, except as specified. The bill would authorize a local agency or state agency to deny an application that is not compliant with the permit standards following 2 plan check and specification reviews. (Based on 03/04/2026 text)

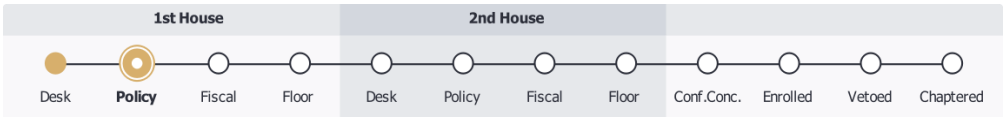
Priority: (4) Standard

Subject: Planning, Land Use, Housing

AB 1622 (Rubio, Blanca, D) Electrified security fences.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**

Status: 02/09/2026 - Referred to Com. on L. GOV.



Location: 02/09/2026 - Assembly Local Government

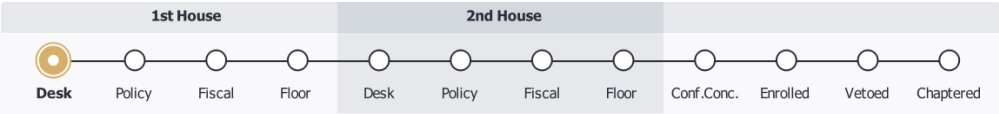
Summary: Current law, until January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, driven by solar-charged batteries of no more than 12 volts of direct current, and used to protect and secure manufacturing or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial purpose that stores, parks, services, sells, or rents vehicles or other materials, subject to specified conditions. Current law prohibits a city, county, or city and county from prohibiting or conditioning the installation of an electrified security fence, as described above, except for requiring an administrative permit to confirm a fence abutting a property in residential use, or within 300 feet of a public park, childcare facility, recreation center, community center, or school facility, meets certain requirements. Current law repeals these provisions on January 1, 2028. Current law, starting January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, and used to protect and secure commercial, manufacturing, or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial, manufacturing, or industrial purpose, subject to specified conditions and subject to prohibitions imposed by a city, county, or city and county through a local ordinance. This bill would indefinitely extend the operation of the electrified security fence provisions subject to repeal on January 1, 2028, and would repeal the provisions that become operative on January 1, 2028. (Based on 01/22/2026 text)

Subject: Planning, Land Use, Housing, Public Safety

AB 1624 (Zbur, D) Public Lands Protection Act.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**

Status: 01/23/2026 - From printer. May be heard in committee February 22.



Location: 01/22/2026 - Assembly PRINT

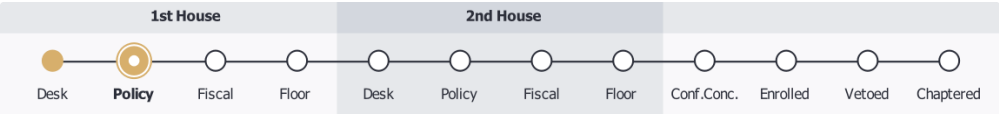
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries that bears relation to its planning. Current law authorizes the legislative body of a county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes, as provided. For these purposes, current law authorizes the legislative body to divide a county or city into zones, but requires that regulations adopted be uniform for each class or kind of building or use of land throughout each zone. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill, the Public Lands Protection Act, would, upon transfer to any private or nonfederal entity of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has been designated in an adopted general plan or zoning ordinance as open space, public land, resource conservation, or an equivalent conservation-oriented designation, immediately subject that parcel to the zoning designation and associated state and local restrictions. The bill would also, upon transfer of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has not been designated in an adopted general plan or zoning ordinance at the time of transfer to any private or nonfederal entity, automatically subject that parcel to the most restrictive conservation-oriented zoning designation currently applied in the jurisdiction, by operation of law. (Based on 01/22/2026 text)

Subject: Planning, Land Use, Housing

AB 1710 (Carrillo, D) Housing developments: ordinances, policies, and standards.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**

Status: 02/23/2026 - Referred to Coms. on H. & C.D. and L. GOV.



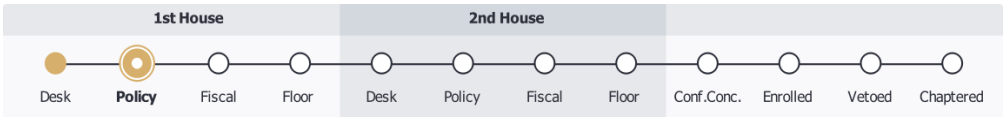
Location: 02/23/2026 - Assembly Housing and Community Development

Summary: The Housing Accountability Act states that it shall not be construed to prohibit a local agency from requiring a housing development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need, except as provided. The act further provides that for its purposes, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity. The act requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application, as specified, was submitted, except as otherwise provided. The act defines "ordinances, policies, and standards" to include general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions. This bill would include in the definition of "ordinances, policies, and standards" materials requirements, postentitlement permit standards, and any rules, regulations, determinations, and other

requirements adopted or implemented by other public agencies, as defined. (Based on 02/04/2026 text)

Position: Oppose
Priority: (4) Standard
Subject: Planning, Land Use, Housing

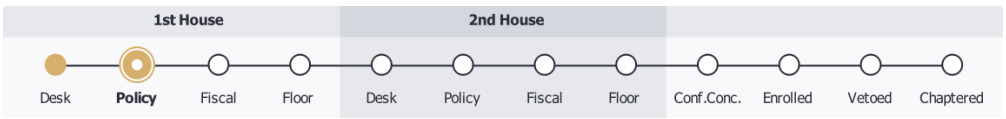
AB 1738 (Carrillo, D) State Housing Law: remote inspections.
Current Text: 02/05/2026 - Introduced **HTML** **PDF**
Status: 02/23/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 02/23/2026 - Assembly Housing and Community Development
Summary: The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires the building department of every city or county to enforce the provisions of the State Housing Law, the State Building Standards Code, and other specified rules and regulations promulgated pursuant to the State Housing Law pertaining to standards for buildings used for human habitation. Current law, in the event of nonenforcement of the provisions of the State Housing Law, the State Building Standards Code, and the other rules and regulations promulgated pursuant to the State Housing Law, requires the Department of Housing and Community Development (HCD) to enforce these provisions, as provided. Current law authorizes an officer, employee, or agent of an enforcement agency to enter and inspect any building or premises whenever necessary to secure compliance with, or prevent a violation of, any provision of the State Housing Law, the building standards published in the State Building Standards Code, and other rules and regulations promulgated pursuant to the provisions of the State Housing Law. Current law provides certain immunities to a public entity or employee immunity relative to an inspection or license, as provided. This bill would require a city, including a charter city, county, or city and county to offer a homeowner the option of requesting remote inspections for all or a subset of an inspection required by a building permit for specified works in one- or 2-family dwelling units, by July 1, 2027, as provided. The bill would apply the above-described immunities to remote inspections. The bill would authorize these local agencies, at their discretion, to set up a process to perform onsite audits to confirm that a homeowner accurately represented the work subject to the remote inspection and to temporarily ban the homeowner from using the remote inspection if the homeowner is found to have willfully misrepresented the work, as provided. (Based on 02/05/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

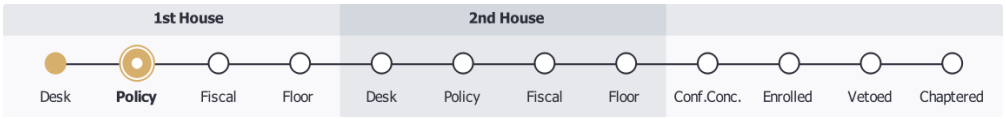
AB 1771 (Alvarez, D) State Housing Law: apartment houses.
Current Text: 02/09/2026 - Introduced **HTML** **PDF**
Status: 02/23/2026 - Referred to Com. on H. & C.D.



Location: 02/23/2026 - Assembly Housing and Community Development
Summary: The State Housing Law establishes statewide building standards relating to occupancy, use, and maintenance of hotels, motels, lodging houses, apartment houses, and dwellings, and authorizes the Department of Housing and Community Development to adopt rules and regulations for this purpose. Pursuant to that authority, current law requires a manager or other responsible person to reside upon the premises and have charge of every apartment house in which there are 16 or more apartments, as specified. This bill would prohibit a state or local entity from requiring a manager or other caretaker to reside upon the premises of an apartment house and would require the department to update its regulations, as specified. (Based on 02/09/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

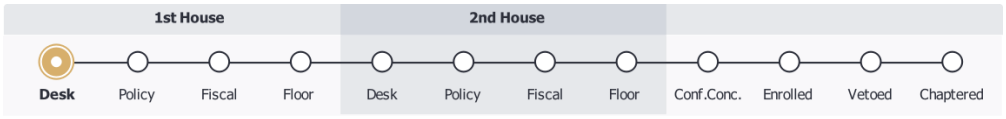
AB 1975 (Schultz, D) Electrical corporations: grid utilization metric.
Current Text: 03/03/2026 - Amended **HTML** **PDF**
Status: 03/04/2026 - Re-referred to Com. on U. & E.



Location: 03/02/2026 - Assembly Utilities and Energy
Summary: Existing law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission, on or before December 31, 2027, to establish a grid utilization metric that calculates electrical load as a percentage of rated capacity, as specified. The bill would require each large electrical corporation, each calendar quarter, to submit a publicly available report to the commission with the results of the large electrical corporation's grid utilization metric calculations, as specified. The bill would require the commission to annually establish a minimum value for the grid utilization metric within each large electrical corporation's distribution grid, and would require that the grid utilization metric minimum value increase annually, as provided. (Based on 03/03/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

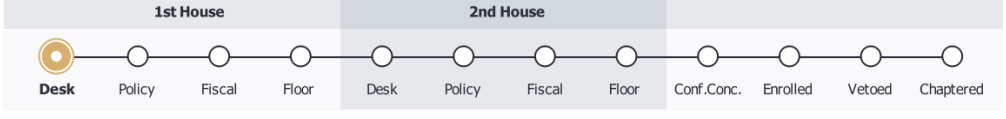
AB 2074 (Haney, D) Land use.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.



Location: 02/18/2026 - Assembly PRINT
Summary: Current law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Current law requires that a housing development project within a specified distance of a transit-oriented development stop be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. This bill would state the intent of the Legislature to enact legislation to support transit-oriented housing development, high road labor standards, and downtown revitalization in major transit cities, as defined, establish land use standards appropriate to transit-oriented development in regional centers, streamline ministerial approval for developments that meet high road labor standards in regional centers, and establish a revolving loan fund to finance construction of qualifying developments in regional centers. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2079 (Elhawary, D) Adaptive reuse.
Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/19/2026 - From printer. May be heard in committee March 21.



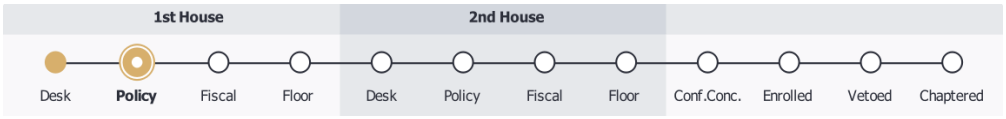
Location: 02/18/2026 - Assembly PRINT

Summary: The Office to Housing Conversion Act, starting July 1, 2026, provides that an adaptive reuse project that meets certain requirements shall be deemed a use by right in all zones, regardless of the zoning of the site, and subject to the streamlined, ministerial review process, as specified. Current law authorizes a local government to implement the act and specifies the process and requirements applicable to adaptive reuse projects by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance. This bill would state the intent of the Legislature to enact legislation to advance adaptive reuse policies to revitalize California downtown areas. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2118 (Hoover, R) Affordable Housing and High Road Jobs Act of 2022: use by right: objective standards.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D. and NAT. RES.

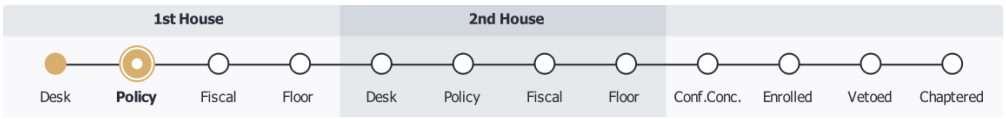


Location: 03/09/2026 - Assembly Housing and Community Development
Summary: The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, authorizes a development proponent to submit an application for a mixed-income housing development along a commercial corridor that satisfies specified site criteria, affordability criteria, and objective development standards, and deems a housing development that meets those requirements a use by right and subject to streamlined, ministerial review. Current law prohibits the objective standards from precluding a development from being built at specified residential density required and from requiring the development to reduce unit size to meet the objective standards. This bill would also prohibit the objective standards from prohibiting or otherwise limiting mixed-use development in a housing development project. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2295 (Johnson, R) Regional housing need: affordable housing.

Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.

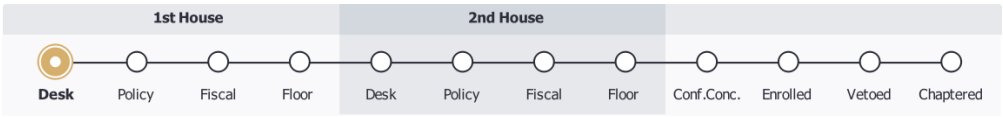


Location: 03/09/2026 - Assembly Housing and Community Development
Summary: Current law requires each council of governments, or delegate subregion as applicable, to develop and adopt a methodology for distributing the existing and projected regional housing need to cities, counties, and cities and counties within the region or within the subregion, as provided. Current law also requires each council of governments and delegate subregion, as applicable, to adopt a final allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, based on that adopted methodology. Current law requires that the housing element of a county's or city's general plan include, among other things, a quantification of the locality's existing and projected housing needs for all income levels, which must include the locality's share of the regional housing need, as provided. Current law authorizes a local government within the same county as a federally recognized Native American tribe to enter into a voluntary agreement with a tribe to allow new tribal housing development projects to count toward the locality's share of the regional housing needs allocation if certain conditions are met. This bill would authorize a local government, as defined, to enter into a voluntary agreement with another local government to allow new housing development projects to count toward each locality's share of the regional housing needs allocation if certain conditions are met, including that the project

includes affordable housing units for very low and lower income households. (Based on 02/19/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

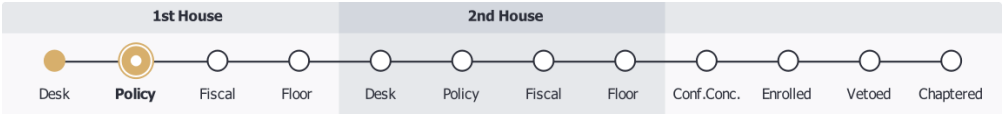
AB 2296 (Papan, D) Land use.
Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Status: 02/20/2026 - From printer. May be heard in committee March 22.



Location: 02/19/2026 - Assembly PRINT
Summary: The Permit Streamlining Act imposes requirements on a public agency's review and approval of development projects, as specified, to ensure clear understanding of the specific requirements in connection with that approval and to expedite decisions on those projects. That act excludes from its provisions activities of the State Energy Resources Development and Conservation Commission and administrative appeals within, or to, a state or local agency. This bill would make nonsubstantive changes to that exclusion. (Based on 02/19/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

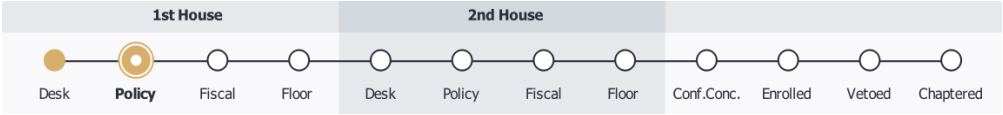
AB 2433 (Alvarez, D) Housing development: affordable homes bonus.
Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on H. & C.D., L. GOV. and NAT. RES.



Location: 03/09/2026 - Assembly Housing and Community Development
Summary: The Density Bonus Law requires a city or county to grant a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, to an applicant for a housing development when the applicant seeks a density bonus for the housing development, as specified, if the applicant agrees to construct, among other things, a specified percentage of units for very low income, lower income, or senior citizen housing, and meets other requirements. This bill would, instead, require a city or county to grant an affordable homes bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, to an applicant for a housing development when the applicant submits an application for a housing development that a city, county, or city and county determines meets specified criteria, including, among others, the housing development includes specified percentage of units for very low income, lower income, or senior citizen housing. (Based on 02/20/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2517 (Calderon, D) Fire safety: fire hazard severity zones.
Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 03/09/2026 - Referred to Coms. on NAT. RES. and E.M.



Location: 03/09/2026 - Assembly Natural Resources

Summary: Current law requires the State Fire Marshal to identify areas in the state that are not state responsibility areas, commonly known as local responsibility areas, as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Current law requires the State Fire Marshal to periodically review and make recommendations relative to very high fire hazard severity zones within local responsibility areas. Under current law, this review is required to coincide with review of state responsibility area lands every 5 years and, when possible, fall within the timeframes for each county's general plan update. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving the recommendations from the State Fire Marshal. Current law authorizes a local agency to, at its discretion, include areas within its jurisdiction not identified as very high fire hazard severity zones by the State Fire Marshal as very high fire hazard severity zones and areas not identified as moderate and high fire hazard severity zones by the State Fire Marshal as moderate and high fire hazard severity zones. Under existing law, a local agency is required to transmit a copy of an adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. Current law provides that changes made by a local agency to the recommendations made by the State Fire Marshal are final. This bill would require the State Fire Marshal to, no fewer than 180 days before finalizing the designation of local responsibility areas as moderate, high, and very high fire hazard severity zones, post specified information on its public internet website, conduct regional public workshops to receive oral public comments and consider those comments, host a 30-day public comment period to receive written comments from interested stakeholders and respond to all written comments by local agencies within 30 days of the end of the public comment period, and coordinate with other state agencies to help educate the public during the public workshops, as specified. (Based on 02/20/2026 text)

Position: Support

Priority: (4) Standard

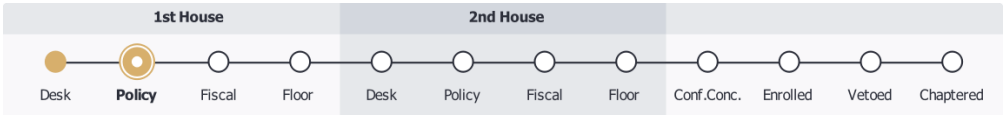
Subject: Planning, Land Use, Housing, Public Safety

Misc2: League of Cities Sponsored

AB 2601 (Lee, D) Planning and zoning: housing development: streamlined approval and subdivisions.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Coms. on H. & C.D. and L. GOV.



Location: 03/09/2026 - Assembly Housing and Community Development

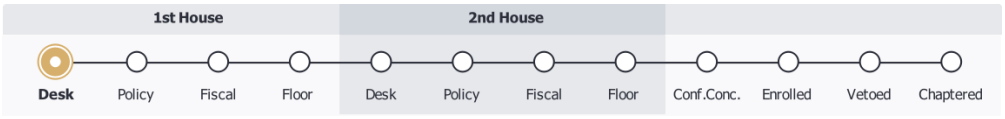
Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. This bill would require that an application for a proposed housing development containing no more than 2 residential units within a single-family residential zone, as described above, be eligible for concurrent processing with an application for a parcel map for an urban lot split, as provided. The bill would authorize a local agency to condition issuance of building permits, grading permits, or certificates of occupancy for a proposed housing development upon the applicant first obtaining approval and recording a parcel map for eligible parcels pursuant to the above-described urban lot split provisions. The bill would allow the primary dwellings in an urban lot split under these provisions to be developed or converted to condominiums upon request of the applicant, as specified, or, if the housing development includes an existing unit, allow the applicant to request a condominium conversion for that unit pursuant to state and local law. The bill would specify that a "parcel map" for purposes of these provisions means a parcel map prepared in accordance with specified provisions of the Subdivision Map Act and may include a

condominium plan if proposed by the subdivider, as specified. This bill contains other related provisions and other existing laws. (Based on 02/20/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

AB 2676 (Gallagher, R) Housing Crisis Act of 2019.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Status: 02/21/2026 - From printer. May be heard in committee March 23.

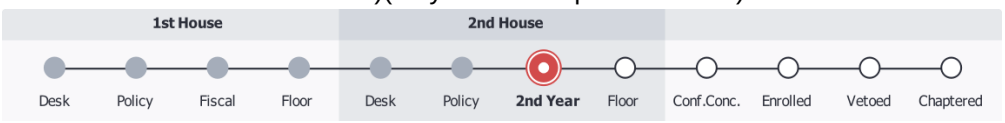


Location: 02/20/2026 - Assembly PRINT
Summary: Existing law, known as the Housing Crisis Act of 2019, with respect to land where housing is an allowable use and except as specified, prohibits a county or city, including the electorate exercising its local initiative or referendum power, in which specified conditions exist, determined as provided by the Department of Housing and Community Development, from enacting a development policy, standard, or condition, as defined, that would have certain effects. Under existing law, these proscribed policies, standards, or conditions include, among others, (A) changing the land use designation or zoning of a parcel or parcels of property to a less intensive use or reducing the intensity of land use within an existing zoning district below what was allowed under the general plan or specific plan land use designation and zoning ordinances of the county or city as in effect on January 1, 2018, and (B) imposing or enforcing a moratorium on housing development within all or a portion of the jurisdiction of the county or city, except as provided. Existing law states that these prohibitions apply to any zoning ordinance adopted or amended on or after the effective date of these provisions, and that any development policy, standard, or condition on or after that date that does not comply is deemed void. This bill would expand the prohibition against enacting a development policy, standard, or condition that has the effect of imposing or enforcing a moratorium on housing development within all or a portion of the jurisdiction of the county or city to also prohibit these policies, standards, or conditions within the sphere of influence of a city, as defined. The bill would define “moratorium or similar restriction or limitation on housing development” for purposes of the Housing Crisis Act of 2019 to include, but not be limited to, the electorate of a county or city subject to these provisions from exercising its referendum power in a manner that has the effect of extending an existing moratorium or similar restriction or limitation on housing development. The bill would prohibit a county or city subject to these provisions from enforcing an initiative or referendum imposing a moratorium or other similar restriction on or limitation of housing development until the initiative or referendum receives approval from the department pursuant to the approval process described above. The bill would state that if the department denies approval of the initiative or referendum, as specified, the initiative or referendum would be deemed void. This bill contains other related provisions and other existing laws. (Based on 02/20/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

SB 35 (Umberg, D) Alcohol and drug programs.

Current Text: 07/17/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



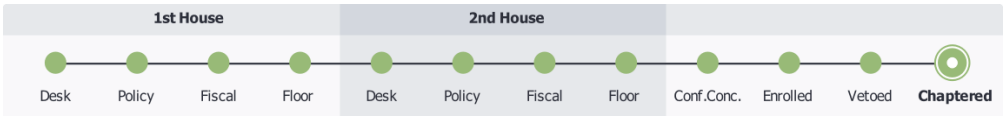
Location: 08/28/2025 - Assembly 2 YEAR
Summary: Current law provides for the licensure and regulation of adult alcohol or other drug recovery or treatment facilities by the State Department of Public Health and prohibits the operation of one of those facilities without a current valid license. Current law requires the

department, if a facility is alleged to be in violation of that prohibition, to conduct a site visit to investigate the allegation. Current law requires, if the department's employee or agent finds evidence that the facility is providing services without a license, the employee or agent to take specified actions, including, among others, submitting the findings of the investigation to the department and issuing a written notice to the facility that includes the date by which the facility is required to cease providing services. This bill would require the department, if it determines it has jurisdiction over the allegation, to initiate that investigation within 10 days of receiving the allegation and, except as specified, complete the investigation within 60 days of initiating the investigation. The bill would require the department, if it receives a complaint that does not fall under its jurisdiction, to notify the complainant that it does not investigate that type of complaint. The bill would require the employee or agent to provide the notice described above within 10 days of the employee or agency submitting their findings to the department and to conduct a followup site visit to determine whether the facility has ceased providing services as required. The bill would authorize, in counties that elect to administer the Drug Medi-Cal organized delivery system and that provide optional recovery housing services, the county behavioral health agency to request approval from the department to conduct a site visit of a recovery residence that is alleged to be operating without a license. (Based on 07/17/2025 text)

Position: Support
Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 72 (Caballero, D) The California Water Plan: long-term supply targets.

Current Text: 10/01/2025 - Chaptered **HTML** **PDF**
Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 210, Statutes of 2025

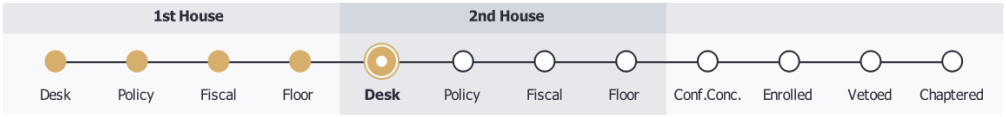


Location: 10/01/2025 - Senate CHAPTERED
Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for all beneficial uses, including, but not limited to, urban uses, agricultural uses, tribal uses, and the environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs, benefits, and impacts of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. (Based on 10/01/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing, Trash, Recycling, Water, Resources

SB 73 (Cervantes, D) Elections: inspection of voting systems.

Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - Read third time. Urgency clause adopted. Passed. (Ayes 30. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

Summary: Current law requires the elections official of any county or city using a voting system to inspect the machines or devices at least once every 2 years. This bill would prohibit the elections official from permitting a federal government agency or its employees to inspect a voting system machine or device, unless authorized by a federal court order. To the extent this bill would establish new procedures for the conduct of elections, it would create a state-mandated local program. (Based on 01/05/2026 text)

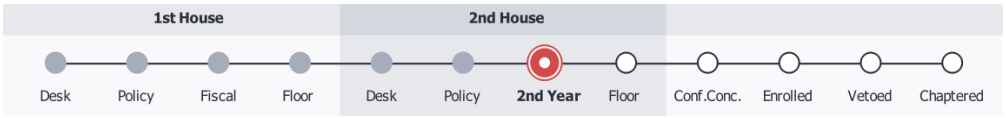
Priority: (3) Significant

Subject: Planning, Land Use, Housing, Transportation & Infrastructure

SB 328 (Grayson, D) Hazardous waste generation and handling fees: Department of Toxic Substances Control oversight responses: housing development projects.

Current Text: 06/25/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: The hazardous waste control laws require the Department of Toxic Substances Control to regulate the handling and management of hazardous waste and hazardous materials. Current law, which is part of the Planning and Zoning Law, establishes time limits for a local agency, as defined, to complete reviews regarding whether to approve or deny an application, as specified, and makes any failure to meet these time limits a disapproval of the housing development project and a violation of specified law. Upon the department receiving a request for a housing development project seeking oversight of investigation, characterization, and remediation activities, this bill would require the department to provide written notice to the requestor within specified timelines regarding subsequent actions in the review process, as specified. The bill would require, for a housing development with 25 units or fewer, the department to provide the written notice within 60 business days of receiving the request. The bill would require, for a housing development with 26 units or more, the department to provide the written notice within 120 business days of receiving the request. The bill would make these provisions operative on July 1, 2028. (Based on 06/25/2025 text)

Priority: (5) Track/Watch

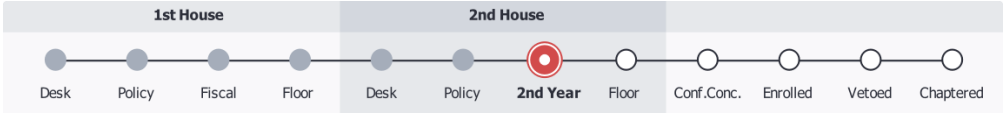
Subject: Planning, Land Use, Housing

Misc2: Fast Track Housing Package

SB 329 (Blakespear, D) Alcohol and drug recovery or treatment facilities: investigations.

Current Text: 03/28/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

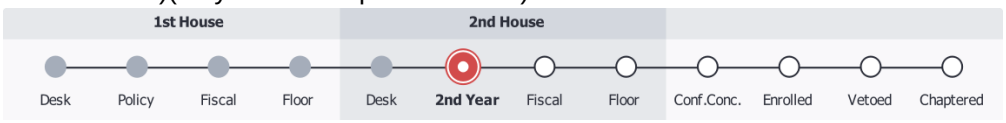
Summary: Current law provides for the licensure and regulation of alcohol or other drug recovery or treatment facilities by the State Department of Health Care Services. Current law prohibits operating an alcohol or other drug recovery or treatment facility to provide recovery, treatment, or detoxification services within this state without first obtaining a current valid license. If a facility is alleged to be providing those services without a license, existing law requires the department to conduct a site visit to investigate the allegation. Current law also

authorizes the department to conduct announced or unannounced site visits to licensed facilities for the purpose of reviewing them for compliance, as specified. This bill would require the department to assign a complaint under its jurisdiction regarding an alcohol or other drug recovery or treatment facility to an analyst for investigation within 10 days of receiving the complaint. If the department receives a complaint that does not fall under its jurisdiction, the bill would require the department to notify the complainant, in writing, that it does not investigate that type of complaint. (Based on 03/28/2025 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 423 (Gonzalez, D) Housing: real property transfer taxes: affordability covenants.

Current Text: 09/09/2025 - Amended **HTML** **PDF**
Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV. on 9/10/2025)(May be acted upon Jan 2026)

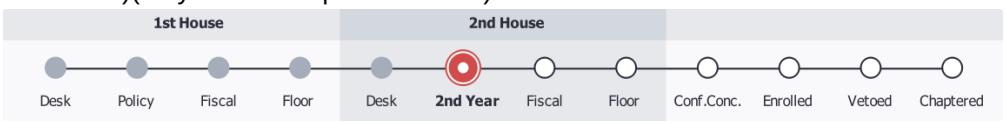


Location: 09/11/2025 - Assembly 2 YEAR
Summary: The Zenovich-Moscone-Chacon Housing and Home Finance Act establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing and to provide housing assistance and home loans. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. Current law creates the California Housing Finance Agency within the Business, Consumer Services, and Housing Agency and authorizes the agency to make loans to finance affordable housing. This bill would allow a state or local agency administering an affordable housing program to enter into or modify a provision of a regulatory agreement regarding curing an event of default, if prescribed conditions apply. The bill would exempt a regulatory agreement entered into or altered pursuant to its provisions from any conflicting land use restriction, declaration of restrictive covenants, deed restriction, or similar instrument, as provided. The bill would specify that its provisions are not to be construed to supersede any other law governing the foreclosure of deeds of trust or mortgages and the extinguishment of junior interests. (Based on 09/09/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 549 (Allen, D) Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.

Current Text: 06/23/2025 - Amended **HTML** **PDF**
Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)

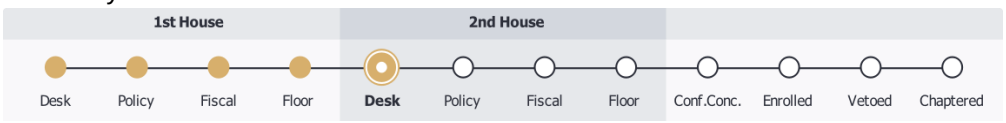


Location: 09/10/2025 - Assembly 2 YEAR
Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use

Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Planning, Land Use, Housing

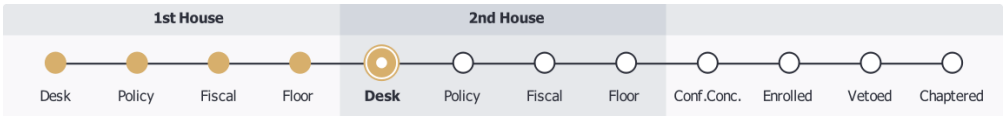
SB 607 (Wiener, D) University of California: California Institutes for Science and Innovation.
Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/20/2026 - Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/20/2026 - Assembly DESK
Summary: Current law authorizes the Regents of the University of California to establish 4 California Institutes for Science and Innovation at separate campuses of the University of California for specified purposes. Current law authorizes the concentration of each institute to include, among other concentrations, medicine, bioengineering, or space. This bill would explicitly authorize the concentration of an institute to include artificial intelligence. (Based on 01/05/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

SB 677 (Wiener, D) Housing development: transit-oriented development.
Current Text: 01/08/2026 - Amended **HTML** **PDF**
Status: 01/26/2026 - Read third time. Passed. (Ayes 24. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



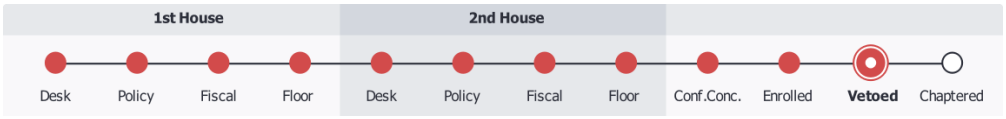
Location: 01/26/2026 - Assembly DESK
Summary: Current law requires that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with certain applicable requirements, as provided. Among these requirements, current law establishes requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided, and requires a development to meet specified labor standards that require that a specified affidavit be signed under penalty of perjury, under specified circumstances. Current law specifies that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval, as provided. Current law defines, among other terms, the term "high-frequency commuter rail" for purposes of these provisions to mean a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. Current law also defines the term "Tier 2 transit-oriented development

stop" for these purposes to mean a TOD stop within an urban transit county, as defined, excluding a Tier 1 transit-oriented development stop, as defined, served by light rail transit, by high-frequency commuter rail, or by bus service meeting specified standards. This bill would revise the definition of "high-frequency commuter rail" to instead mean a public commuter or intercity rail station with a total of at least 48 passenger trains on average per weekday across all directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. (Based on 01/08/2026 text)

Position: Oppose
Priority: (2) Priority
Subject: Planning, Land Use, Housing
Misc2: Fast Track Housing Package

SB 757 (Richardson, D) Local government: nuisance abatement.

Current Text: 10/11/2025 - Vetoed **HTML** **PDF**
Status: 03/02/2026 - Stricken from file. Veto sustained.

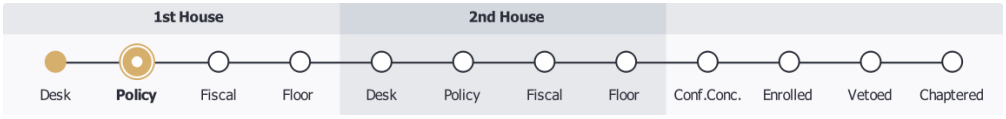


Location: 10/11/2025 - Senate VETOED
Summary: Current law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2035, the legislative body of a city or county to also collect fines for specified violations related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used to fund efforts within city or county government, as applicable, to streamline the issuance of permits for housing development or to establish a revolving loan fund for specified housing purposes. This bill would require the city or county to create a process for granting a hardship waiver, to reduce the amount of the fine, upon a specified showing by the responsible person. The bill would require the hardship waiver to totally waive fines and penalties for persons with income equal to or less than 200% of the federal poverty line, as defined. (Based on 09/05/2025 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 904 (Seyarto, R) California Emergency Services Act: disaster recovery: wildfires.

Current Text: 03/09/2026 - Amended **HTML** **PDF**
Status: 03/09/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on HOUSING.



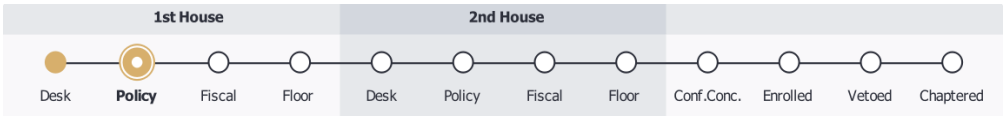
Location: 02/18/2026 - Senate Housing
Summary: The California Emergency Services Act authorizes the Governor to proclaim a state of emergency when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor to exercise certain powers in response to that emergency, including, but not limited to, suspending specified statutes, ordinances, orders, regulations, or rules. This bill would require the Department of Housing and Community Development, in consultation with other specified state agencies, within 30 days of a state of emergency declared by the Governor relating to a wildfire, to provide a report to the Governor and the Legislature identifying state permitting requirements that may unduly impede efforts to rebuild properties or facilities destroyed as a result of the wildfire that should be considered for suspension. The bill would also require the department, in consultation with other specified state agencies, within 60 days of a state of emergency relating to a wildfire, to

review and provide a report to the Governor and the Legislature with recommendations regarding any provision of the California Building Standards Code that should be suspended for specified projects in order to facilitate rapid, safe, and cost-effective rebuilding and recovery. The bill would further require the department, upon the declaration of a state of emergency relating to a wildfire, to coordinate with local governments to identify and recommend procedures to establish rapid permitting and approval processes to expedite the reconstruction or replacement of residential properties destroyed or damaged by the wildfire, and would require the department, within 60 days of the state of emergency, to submit a report to the Governor and the Legislature with those recommendations. (Based on 03/09/2026 text)

Priority: (4) Standard
Subject: Planning, Land Use, Housing

SB 908 (Wiener, D) Housing development: transit-oriented development.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**
Status: 02/11/2026 - Referred to Com. on RLS.

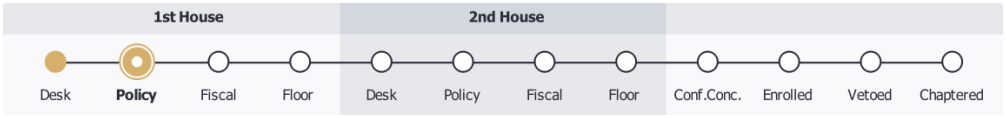


Location: 01/22/2026 - Senate Rules
Summary: Current law generally regulates the development of transit-oriented housing developments near transit-oriented development stops. Current law defines various terms for these purposes. Current law requires the Department of Housing and Community Development to oversee compliance with those provisions, authorizes a local government to enact an ordinance to make its zoning code consistent with those provisions, as specified, and requires each metropolitan planning organization to create a map of transit-oriented development stops and zones within its region by tier, as specified. This bill would state the intent of the Legislature to enact subsequent legislation that would make technical and clarifying changes to those laws governing transit-oriented development, and to add a select set of San Francisco Bay area ferry terminals to the scope of those provisions. (Based on 01/22/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing
Misc2: League of Cities Sponsored

SB 913 (Becker, D) Resource adequacy: aggregated distributed capacity resources.

Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.



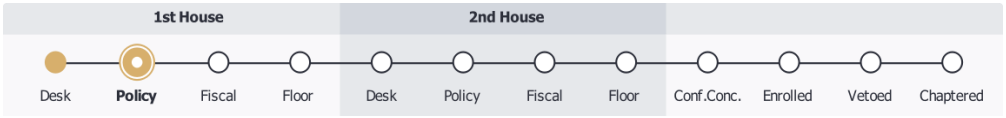
Location: 01/27/2026 - Senate Rules
Summary: Existing law requires the Public Utilities Commission (PUC), in consultation with the Independent System Operator, to establish resource adequacy requirements for all electrical corporations, electric service providers, and community choice aggregators. Existing law requires that the resource adequacy program achieve specified objectives, including that it establish new or maintain existing demand response products and tariffs, as specified. This bill would require the PUC, in coordination with the State Energy Resources Conservation and Development Commission and the Independent System Operator, on or before June 30, 2027, to enhance existing market-integrated pathways for aggregated distributed capacity resources, as defined, to qualify as resource adequacy capacity, as specified. The bill would require the PUC to allow electrical corporations, electric service providers, and community choice aggregators to include aggregated distributed capacity resources in resource adequacy filings and commission-ordered procurement, as specified. The bill would require the commission, on or before June 30, 2027, to develop recommendations for changes to the Independent System

Operator's proxy demand resource and the distributed energy resource aggregation participation models to be consistent with the commission's requirements for aggregated distributed capacity resources pursuant to these provisions, and to request that the Independent System Operator implement these changes in a new or existing initiative. (Based on 03/11/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 979 (Strickland, R) Planning and zoning: housing element: regional housing needs allocation: judicial review.

Current Text: 02/04/2026 - Introduced **HTML** **PDF**
Status: 02/11/2026 - Referred to Coms. on HOUSING, JUD., and APPR.

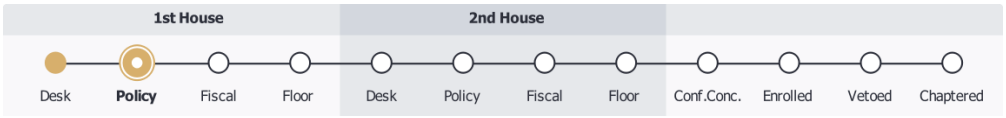


Location: 02/11/2026 - Senate Housing
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires the council of governments or delegate subregion, as applicable, to adopt a final regional housing needs plan that allocates a share of the regional housing need to each city, county, or city and county. Current law requires each council of governments and delegate subregion to distribute a draft allocation of regional housing needs to each local government in the region or subregion. Current law authorizes a local government within the region or the delegate subregion or the department to appeal to the council of governments or the delegate subregion for a revision of the share of the regional housing need proposed to be allocated to one or more local governments, as specified. Current law requires the council of governments or the delegate subregion to make a final determination that either accepts, rejects, or modifies each appeal, as provided. This bill would provide that the final determination by the council of governments or the delegate subregion is subject to judicial review, as specified. (Based on 02/04/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 1076 (Pérez, D) Admitted insurers: residential property insurance.

Current Text: 02/13/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on INS.

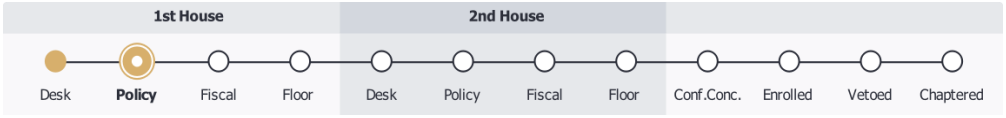


Location: 02/26/2026 - Senate Insurance
Summary: Current Department of Insurance regulations prohibit an insurer from using a rating plan that does not take into account and reflect specified wildfire risk mitigation, including property-level building hardening measures. On and after January 1, 2028, this bill would prohibit an admitted insurer that offers or sells residential property insurance in this state from refusing to offer, sell, or renew a policy of residential property insurance for an applicant or insured whose property meets minimum home hardening and wildfire mitigation standards, except as provided. The bill would authorize an admitted insurer to apply to the commissioner for a temporary waiver of that prohibition in a particular geographic area of the state, as specified. On and after January 1, 2028, the bill would also require any residential property insurance offered or sold to, at a minimum, provide coverage equivalent in scope to the residential property coverage the admitted insurer most commonly offers or sells in this state. The bill would suspend or revoke an insurer's certificate of authority to offer or sell residential property insurance and automobile insurance in this state for five years if the admitted insurer habitually and as a matter of ordinary practice violates these provisions or if the admitted

insurer offers residential property insurance in this state on and after January 1, 2026, but elects to cease offering that insurance rather than comply with these provisions. (Based on 02/13/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

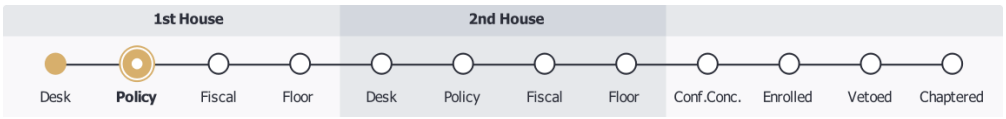
SB 1116 (Caballero, D) Planning and zoning: housing development projects: subdivisions.
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Coms. on HOUSING and L. GOV.



Location: 02/26/2026 - Senate Housing
Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Current law authorizes a development proponent to submit an application for a housing development project on a subdivided lot, as specified, that meets specified requirements, and requires a local agency to ministerially consider that application, as specified. Current law prohibits a local agency from imposing on a housing development on a lot subdivided as specified an objective zoning standard, objective subdivision standard, or objective design standard that, among other things, physically precludes the development of a project built to specified densities. However, with respect to certain lots, current law allows a local agency to impose a height limit of no less than the height allowed pursuant to the existing zoning designation applicable to the lot. This bill would require the height limits under these provisions to apply exclusively to the physical height of a building rather than the number of floors. (Based on 02/17/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 1117 (Cervantes, D) Accessory dwelling units and junior accessory dwelling units.
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Coms. on HOUSING and L. GOV.



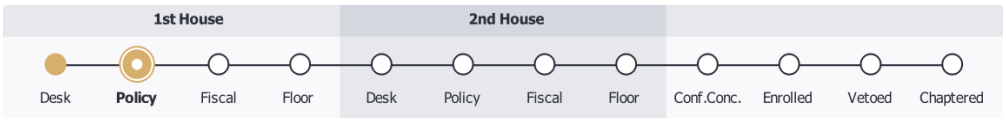
Location: 02/26/2026 - Senate Housing
Summary: The Planning and Zoning Law provides for the creation by ordinance, or by ministerial approval if the local agency has not adopted an ordinance, of an accessory dwelling unit (ADU) in accordance with specified standards and conditions. Current law requires fees charged for the construction of ADUs to be determined in accordance with specified provisions of the Mitigation Fee Act. Current law prohibits a local agency, special district, or water corporation from imposing any impact fee upon the development of an ADU that has 750 square feet of interior livable space or less, and requires any impact fees charged for an ADU that has more than 750 square feet of interior livable space to be charged proportionately in relation to the square footage of the primary dwelling unit. This bill would additionally require the charge to be based only on the area in excess of 750 square feet of interior livable space. By changing the duties of local agencies with regard to calculating fees for ADUs, the bill would impose a state-mandated local program. (Based on 02/17/2026 text)

Priority: (5) Track/Watch
Subject: Planning, Land Use, Housing

SB 1170 (Durazo, D) Joint powers agreements: nonprofit housing developers.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 02/26/2026 - Referred to Com. on L. GOV.



Location: 02/26/2026 - Senate Local Government

Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, as defined, to jointly exercise any power common to the contracting parties, as provided. Among other things, that act also authorizes a mutual water company to enter into a joint powers agreement with any public agency for the purposes of risk pooling, as specified. The Government Claims Act, among other things, authorizes public entities, mutual water companies, public agencies, water corporations, and mutual water companies to provide insurance under that act by a joint powers agreement, as specified. This bill would additionally authorize a nonprofit housing developer to enter into a joint powers agreement with any public agency for the purpose of risk pooling, and would expand the list of entities authorized to provide insurance by a joint powers agreement to include nonprofit housing developers. The bill would require that, if a nonprofit housing developer enters into a joint powers agreement with one or more public agencies, that the agreement ensure that no participating public agency becomes responsible for the underlying debts or liabilities of the joint powers agreement and that any participating public agency be indemnified against those debts and liabilities. (Based on 02/18/2026 text)

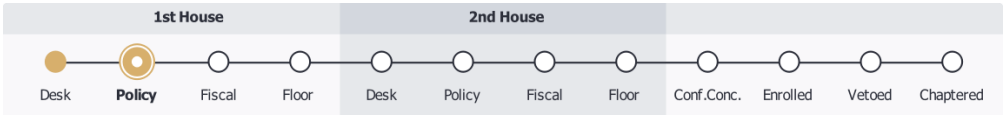
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

SB 1215 (Cortese, D) Electrical corporations: electric vehicle charging stations: multifamily residential properties.

Current Text: 02/19/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Com. on E., U & C.



Location: 03/04/2026 - Senate Energy, Utilities and Communications

Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires each electrical corporation, not later than February 28, 2021, to file an advice letter for, and requires the commission, not later than June 30, 2021, to approve, a new tariff or rule that authorizes each electrical corporation to design and deploy all electrical distribution infrastructure on the utility side of the customer's meter for all customers installing separately metered infrastructure to support charging stations, other than those in single-family residences. Existing law requires the advice letter and the commission's approval to provide that costs incurred by the electrical corporation between January 1, 2021, and the implementation date of rates approved in the next general rate case decision for that electrical corporation, to be tracked in a memorandum account and recovered, subject to a reasonableness review, in the decision adopting the next general rate case revenue requirement for that electrical corporation. Existing law authorizes the commission to revise the policy after the completion of the general rate case cycle of the electrical corporation following the one during which the advice letter was filed if a determination is made that a change in the policy is necessary to ensure just and reasonable rates for ratepayers. This bill would delete the authorization for the commission to revise the policy. This bill contains other related provisions and other existing laws. (Based on 02/19/2026 text)

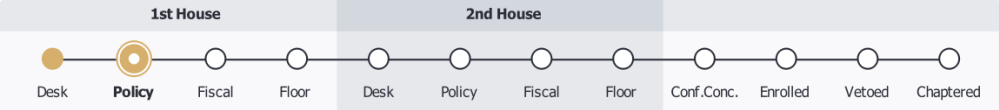
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing

SB 1216 (Cabaldon, D) Planning and Zoning Law: housing leadership designation.

Current Text: 02/19/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Com. on HOUSING.



Location: 03/04/2026 - Senate Housing

Summary: This bill would require the department, on or before July 1 of each year, to publish a list of housing leadership designated jurisdictions on its internet website. To qualify for a housing leadership designation, the bill would require that the jurisdiction have submitted a complete annual progress report for the preceding 5 years and, as applicable, that it meet specified requirements relating to housing production that vary based on whether the jurisdiction is an affordable jurisdiction, an unaffordable jurisdiction, or an extremely unaffordable jurisdiction, as those terms are defined. The bill would also require the department to publish a list of the affordability designation for each jurisdiction that has submitted a complete annual progress report, as provided. The bill would authorize a jurisdiction with a housing leadership designation to take prescribed actions, including to establish by ordinance an exemption or modification of specified provisions of the Planning and Zoning Law. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. (Based on 02/19/2026 text)

Priority: (4) Standard

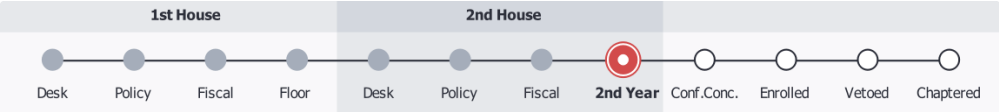
Subject: Planning, Land Use, Housing

Public Safety

AB 237 (Patel, D) Crimes: threats.

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/13/2025 - Senate 2 YEAR

Summary: Current law makes it a crime to willfully threaten to commit a crime that will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat that, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened a gravity of purpose and an immediate prospect of execution of the threat, and thereby reasonably causes the threatened person to be in sustained fear for their own safety or the safety of their immediate family, as defined. Under current law, this crime is punishable by imprisonment in a county jail for no more than one year for a misdemeanor, or by imprisonment in state prison for a felony. This bill would make it a crime for a person to willfully threaten, by any means, including, but not limited to, an image or threat posted or published on an internet web page, to commit a crime at specified locations, including a daycare and workplace, with specific intent that the statement is be taken as a threat, even if there is no intent of actually carrying it out, if the threat, on its face and under the circumstances in which it is made is so unequivocal, unconditional, immediate, and specific as to convey to the person or persons threatened a gravity of purpose and an immediate prospect of execution of the threat, and if the threat causes a person or person to reasonably be in sustained fear for their own safety or the safety of others at the specified locations. (Based on 07/03/2025 text)

Position: Support

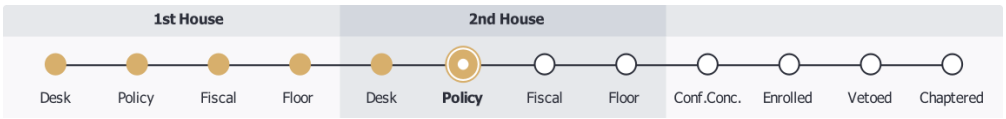
Priority: (4) Standard

Subject: Public Safety

AB 262 (Caloza, D) California Individual Assistance Act.

Current Text: 05/23/2025 - Amended **HTML** **PDF**

Status: 06/11/2025 - Referred to Com. on G.O.



Location: 06/11/2025 - Senate Governmental Organization

Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would enact the California Individual Assistance Act to establish a grant program to provide financial assistance, upon appropriation by the Legislature, to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. The bill would require the director to allocate from the fund, subject to specified conditions, funds to meet the cost of expenses for those purposes. (Based on 05/23/2025 text)

Priority: (6) Info only

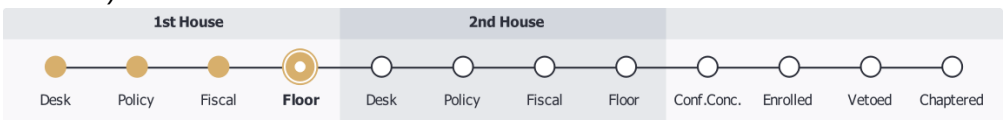
Subject: Municipal Funding and Procurement, Public Safety

Misc2: League of Cities Sponsored

AB 1231 (Elhawary, D) Criminal procedure: Safer Communities Through Opportunities Act.

Current Text: 09/05/2025 - Amended **HTML** **PDF**

Status: 09/13/2025 - Read third time. Passed. Ordered to the Assembly. (Ayes 21. Noes 16. Page 3019.). In Assembly. Concurrence in Senate amendments pending. Joint Rules 61(a)(14) and 51(a)(4) suspended. (Ayes 59. Noes 20. Page 3413.) Assembly Rule 63 suspended. (Page 3484.) Assembly refused to concur in Senate amendments. (Ayes 34. Noes 27. Page 3497.) Motion to reconsider made by Assembly Member Elhawary.(Set for Hearing on 1/5/2025)



Location: 09/13/2025 - Assembly RECONSIDERATION

Summary: Current law authorizes a judge in the superior court in which a misdemeanor is being prosecuted to offer misdemeanor diversion to a defendant. Current law, upon successful completion of the terms, conditions, or programs ordered by the court, makes the arrest upon which the diversion was imposed deemed to have never occurred, except as specified relating to application to be a peace officer. This bill, the Safer Communities Through Opportunities Act, would authorize a court to exercise its discretion to grant pretrial diversion on a felony offense, subject to certain exceptions. The bill would authorize the court to consider information from, among others, the prosecutor and the defense in determining whether or not to grant diversion and would prohibit a court from granting diversion unless it finds that the diversion plan mitigates any unreasonable risk of danger to public safety and that the defendant is likely to benefit from the services provided in the diversion plan. The bill would authorize a court to consider reinstating criminal proceedings in certain circumstances, such as the commission of a misdemeanor committed while the defendant is receiving pretrial diversion services that shows a propensity for violence, among others. (Based on 09/05/2025 text)

Position: Oppose

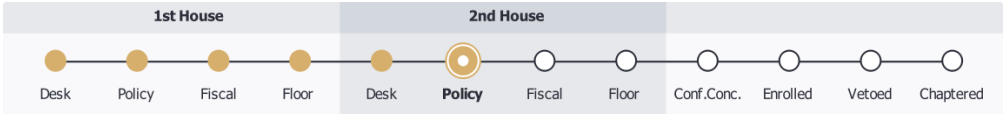
Priority: (4) Standard

Subject: Public Safety

AB 1383 (McKinnor, D) Public employees' retirement benefits: safety members.

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 70. Noes 2.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules

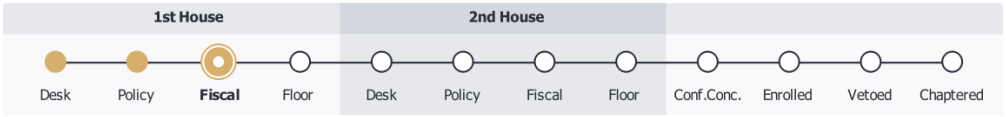
Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. The Teachers' Retirement Law establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. This bill, on and after January 1, 2027, would require a retirement system subject to PEPRA to adjust pensionable compensation limits to be consistent with specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. The bill would require a new member of STRS to be subject to specified limits of the Teachers' Retirement Law. (Based on 01/22/2026 text)

Position: Oppose
Priority: (4) Standard
Subject: Human Resources, Public Safety

AB 1537 (Bryan, D) Peace officers: secondary employment.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 3.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

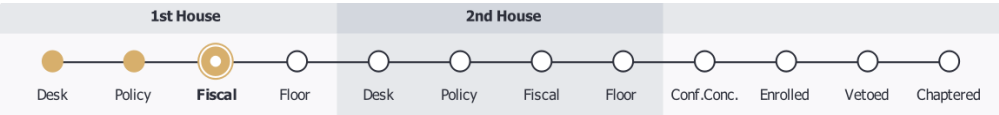
Summary: Existing law provides that every executive or ministerial officer, employee, or appointee of the State of California, or any county or city therein, or any political subdivision thereof, who knowingly asks, receives, or agrees to receive any emolument, gratuity, or reward, or any promise thereof excepting such as may be authorized by law for doing an official act, is guilty of a misdemeanor. Existing law exempts from that offense certain employment by a peace officer while off duty, as specified. Existing law also provides that a peace officer shall not be prohibited from engaging in other employment while off duty, as specified. This bill would, notwithstanding those provisions, prohibit a peace officer from being employed by, or being an independent contractor of or volunteer for, the United States Department of Homeland Security or its contractors or any other entity that assists with or engages in immigration enforcement. The bill would provide that failure to comply with this provision constitutes, for certain purposes, an act of dishonesty and that it is grounds for decertification as a peace officer. (Based on 01/05/2026 text)

Subject: Public Safety

AB 1541 (Dixon, R) Human trafficking: data.

Current Text: 02/09/2026 - Amended **HTML** **PDF**

Status: 03/04/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

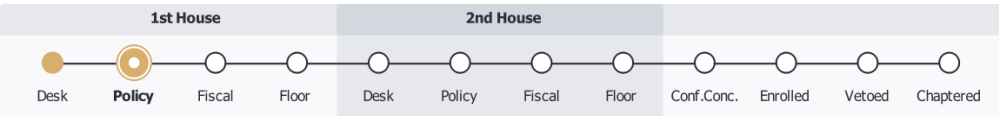
Summary: Current law requires the Department of Justice to collect data from specified local law enforcement agencies and to make available on the department's OpenJustice Web portal information relating to criminal statistics. Current law requires those law enforcement agencies to install and maintain records needed for the correct reporting of statistical data and to report the data to the Attorney General in the manner the Attorney General prescribes. Current law requires the department to include information concerning arrests for human trafficking and the number of individuals who have been a victim of human trafficking, as reported through the California Incident-Based Reporting System, in the information made available on the OpenJustice Web portal. This bill would require that the information included on the OpenJustice Web portal include the number of individuals arrested, the number of individuals convicted, and the number of victims of human trafficking, as specified. (Based on 02/09/2026 text)

Subject: Public Safety

AB 1544 (Krell, D) Court proceedings: media access.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 02/17/2026 - Referred to Coms. on PUB. S. and JUD.



Location: 02/17/2026 - Assembly Public Safety

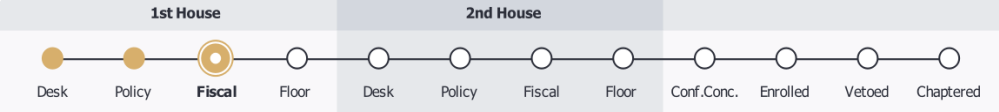
Summary: Current law authorizes specified peace officers to close the immediate area surrounding any emergency field command post or other command post or to establish a police line or rolling closure at a demonstration, march, protest, or rally, as specified. Current law exempts a duly authorized representative of any news service, online news service, newspaper, or radio or television station or network from the provisions prohibiting entry into the closed areas mentioned above. This bill would bar a judicial officer, peace officer, or other law enforcement officer from prohibiting a duly authorized representative of a news service, online news service, newspaper, or radio or television station or network from accessing court proceedings that are open to the public. (Based on 01/05/2026 text)

Subject: Legal and Records Management, Public Safety

AB 1546 (Schultz, D) Vehicles: driving under the influence.

Current Text: 01/05/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (March 3). Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations

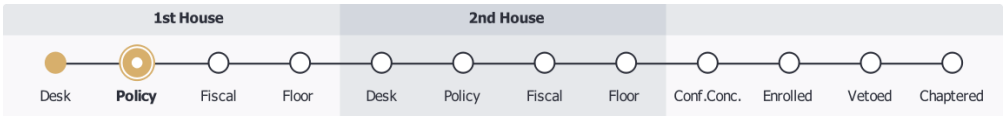
Summary: Under existing law, if a person is convicted of either driving under the influence (DUI) of any alcoholic beverage or drug, or under the combined influence of any alcoholic beverage and drug or driving while having 0.08% or more, by weight, of alcohol in the person's blood within 10 years of 2 separate violations of specified DUI offenses, or any combination thereof, that resulted in convictions, that person has committed an offense punishable by imprisonment in the county jail for not less than 120 days nor more than one year and by a fine, as specified. This bill would, instead, make the above DUI conviction punishable as a wobbler by imprisonment in the county jail for not less than 120 days nor more than one year and by a fine, as specified, or by imprisonment in the county jail for 16 months or 2 or 3 years and a fine, as specified. (Based on 01/05/2026 text)

Subject: Public Safety

AB 1557 (Papan, D) Vehicles: electric bicycles.

Current Text: 01/08/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on TRANS.



Location: 02/02/2026 - Assembly Transportation

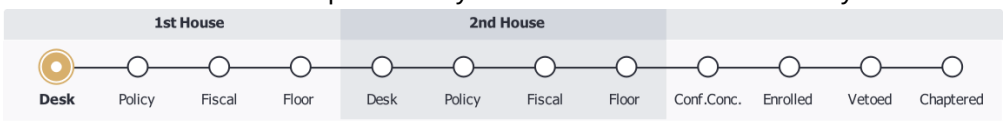
Summary: Current law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. This bill would clarify that an electric bicycle is a bicycle equipped with fully operable pedals and an electric motor that is not capable of exceeding 750 watts of peak power. (Based on 01/08/2026 text)

Subject: Public Safety, Transportation & Infrastructure

AB 1558 (Arambula, D) Uniform Emergency Volunteer Health Practitioners Act.

Current Text: 01/08/2026 - Introduced **HTML** **PDF**

Status: 01/09/2026 - From printer. May be heard in committee February 8.



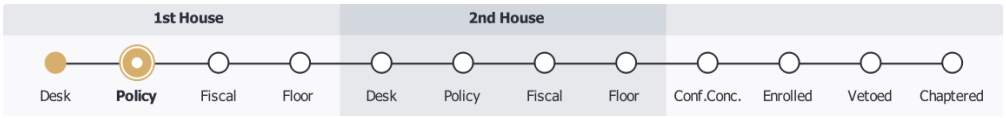
Location: 01/08/2026 - Assembly PRINT

Summary: Current law establishes the Emergency Medical Services Authority (EMSA) in the California Health and Human Services Agency to establish planning and implementation guidelines for emergency medical service systems, as specified. The guidelines are required to address, among other things, disaster response, and the authority is required to provide technical assistance to existing agencies, counties, and cities for the purpose of developing the components of emergency medical services systems. The EMSA is required to adopt rules and regulations, approved by the Commission on Emergency Medical Services, in order to carry out its duties. Current federal law establishes the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) program to support states and territories in establishing volunteer registration programs for disasters and public health and medical emergencies. Pursuant to the ESAR-VHP program, the EMSA established the Disaster Healthcare Volunteers program to register volunteers in California. Current federal law also establishes the Medical Reserve Corps to provide for an adequate supply of volunteers in the case of a federal, state, local, or tribal public health emergency, as specified. This bill would enact the Uniform Emergency Volunteer Health Practitioners Act, which would authorize the establishment of additional volunteer registration systems by additional entities. In this regard, the bill would require a registration system to be an ESAR-VHP program or a local unit of the Medical Reserve Corps, as specified, to be designated by the EMSA as a registration system, or to be operated by one of specified types of entities, including, among others, a disaster relief organization, as defined. The bill would require that a registration system be capable of supplying the EMSA with sufficient information concerning whether a volunteer is licensed to provide specified health or veterinary services in another state or territory of the United States and in good standing before that volunteer provides those services in this state while an emergency declaration is in effect, as specified. The bill would establish scope-of-practice standards for a registered volunteer health practitioner. The bill would authorize the EMSA to limit, restrict, or otherwise regulate, among other things, the duration of practice, the geographical areas in which volunteer health practitioners may practice, and any other matters necessary to coordinate the provision of health or veterinary services during the emergency. (Based on 01/08/2026 text)

Subject: Public Safety

AB 1559 (Calderon, D) Residential property insurance images.

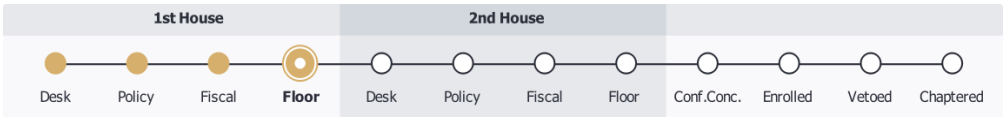
Current Text: 01/08/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Coms. on INS. and P. & C.P.



Location: 02/02/2026 - Assembly Insurance
Summary: Would require an admitted insurer to notify a residential property insurance policyholder that aerial images may be taken or obtained of the insured property, as specified, unless a claim has been submitted or is pending on the property and the images will be used only for evaluating the claim. The bill would require the insurer to provide the aerial images upon request, as specified, and would require the notice to include instructions regarding how a policyholder may make that request. (Based on 01/08/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing, Public Safety

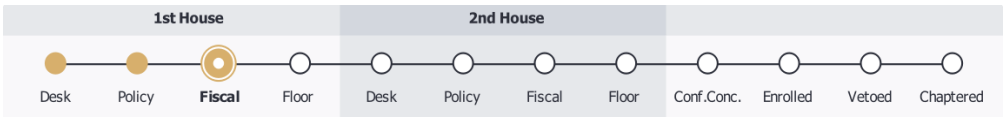
AB 1566 (Jackson, D) Crimes: mandated reporters: severe neglect.
Current Text: 01/12/2026 - Introduced **HTML** **PDF**
Status: 03/05/2026 - Read second time. Ordered to third reading.



Location: 03/05/2026 - Assembly THIRD READING
Summary: The Child Abuse and Neglect Reporting Act makes certain persons, including teachers and social workers, mandated reporters. Under current law, mandated reporters are required to report whenever the mandated reporter, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. Failure by a mandated reporter to report an incident of known or reasonably suspected child abuse or neglect is a misdemeanor. Current law, for the purposes of the act, defines “severe neglect” as the negligent failure of a person having the care or custody of a child to protect the child from severe malnutrition or medically diagnosed nonorganic failure to thrive, as well as those situations of neglect where any person having the care or custody of a child willfully causes or permits the person or health of the child to be placed in a situation such that their person or health is endangered as proscribed by specified law, including the intentional failure to provide adequate food, clothing, shelter, or medical care. This bill would recast the definition of “severe neglect” for the purposes described above. (Based on 01/12/2026 text)

Priority: (4) Standard
Subject: Human Services, Recreation, Quality of Life, Public Safety

AB 1568 (Alanis, R) Sex offenses: registration.
Current Text: 03/05/2026 - Amended **HTML** **PDF**
Status: 03/09/2026 - Re-referred to Com. on APPR.



Location: 03/04/2026 - Assembly Appropriations
Summary: The Sex Offender Registration Act requires a person convicted of one of certain crimes, as specified, to register with law enforcement as a sex offender while residing in California or while attending school or working in California, as specified. Existing law, on and after July 1, 2021, authorizes a person to file a petition in the superior court in the county in which they are registered for termination from the sex offender registry on or after their next birthday following the expiration of the mandated minimum registration period. If the district attorney requests a hearing regarding the above-described petition, under existing law, the

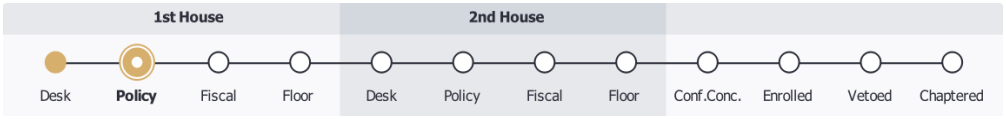
district attorney is entitled to present evidence regarding whether community safety would be significantly enhanced by requiring continued registration. Existing law requires the court, in determining whether to order continued registration pursuant to the hearing, to consider specified information, including the person's current risk of reoffense as indicated on the State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO), as specified. This bill would authorize the court to order the petitioner to be present at the hearing described above, as specified. The bill would additionally require the court to consider whether the offender was in a position of trust or authority in relation to the victim and proof of participation in or successful completion of sex offender-specific treatment by the offender in the above-described determination. (Based on 03/05/2026 text)

Subject: Public Safety

AB 1569 (Davies, R) Pupil safety: electric bicycle parking: safety program.

Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/10/2026 - Re-referred to Com. on ED.



Location: 02/09/2026 - Assembly Education

Summary: Existing law authorizes the governing board of any school district having jurisdiction over elementary, intermediate, junior high, or high school to provide time and facilities to local law enforcement agency having jurisdiction over the school of the district for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction. Existing law prohibits a person from driving or parking a vehicle or animal upon the driveways, paths, parking facilities, or grounds of specific public entities, including a public school or an educational institution exempted, in whole or in part, from taxation, except with the permission of, and subject to any condition or regulation that may be imposed by, the governing body of the specified public entity. Existing law authorizes a public agency to adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, electric bicycles, skateboards, electrically motorized boards, and roller skates on public property under the jurisdiction of that agency. This bill would require each school district and county office of education that allows pupils in kindergarten or any of grades 1 to 12, inclusive, to park a class 1, 2, or 3 electric bicycle, as defined, on campus to require pupils to complete the electric bicycle safety and training program developed by the Department of the California Highway Patrol, as provided, or a related safety course, as specified, as a condition for parking on campus. (Based on 03/09/2026 text)

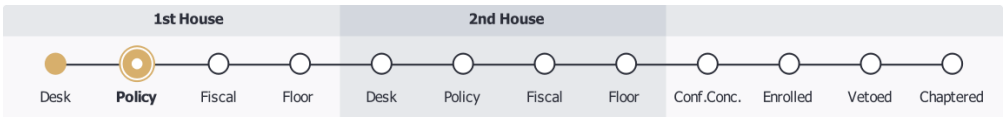
Priority: (4) Standard

Subject: Public Safety, Transportation & Infrastructure

AB 1586 (Ramos, D) Opioid overdose reversal medication: school resource officers.

Current Text: 01/14/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Com. on ED.



Location: 03/09/2026 - Assembly Education

Summary: Current law authorizes a school district, county office of education, and charter school to provide emergency naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered, and authorizes school nurses and trained personnel to use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. This bill, to be known as the School Safety and Opioid Overdose Prevention Act, would require a school district, county office of education, or charter school to ensure that (A) each school resource officer, as defined, while on duty at a school campus or school-sponsored activity, carries an opioid antagonist to provide emergency treatment to persons

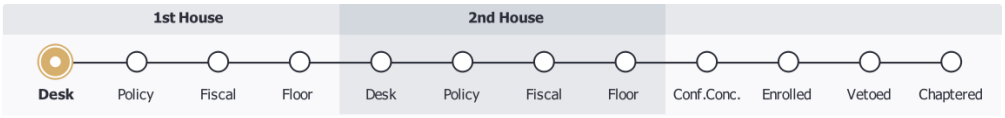
who are suffering, or reasonably believed to be suffering, from an opioid overdose and (B) each school resource officer, upon assignment to a schoolsite, and at least every 2 years thereafter, completes an opioid overdose recognition and response training, as specified. By imposing additional duties on local educational agencies, the bill would impose a state-mandated local program. The bill would prohibit a school resource officer who administers an opioid antagonist while assigned to a schoolsite, and their employing or contracting entity, from being held liable in a civil action or being subject to criminal prosecution for the school resource officer's acts or omissions, unless those acts or omissions constitute gross negligence or willful and wanton misconduct, as provided. (Based on 01/14/2026 text)

Subject: Public Safety

AB 1588 (Stefani, D) Vehicles: sideshow enhancements.

Current Text: 01/15/2026 - Introduced **HTML** **PDF**

Status: 01/16/2026 - From printer. May be heard in committee February 15.



Location: 01/15/2026 - Assembly PRINT

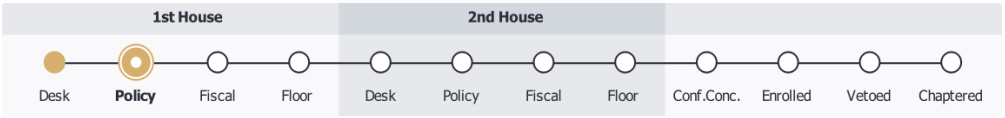
Summary: Current law prohibits a person from engaging in, aiding, or abetting, a motor vehicle speed contest or motor vehicle exhibition of speed on a highway or in an offstreet parking facility. A violation of these provisions is punishable as a misdemeanor or felony, as specified. This bill would make technical, nonsubstantive changes to these provisions. (Based on 01/15/2026 text)

Subject: Public Safety

AB 1605 (Ransom, D) Driving under the influence: alcohol sales.

Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/10/2026 - Re-referred to Com. on PUB. S.



Location: 03/09/2026 - Assembly Public Safety

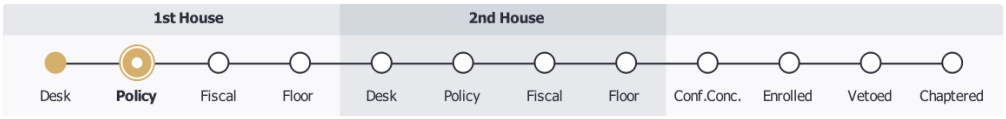
Summary: The Alcoholic Beverage Control Act provides for the issuance, suspension, revocation, and conditions upon licensure for the manufacture, distribution, and sale of alcoholic beverages. Existing law makes every person who sells, furnishes, gives, or causes to be sold, furnished or given away any alcoholic beverage to any person under 21 years of age guilty of a misdemeanor. Existing law also makes it unlawful for a person who is under the influence of any alcoholic beverage or drug, or the combined influence of both, to drive a vehicle and requires a court, when granting probation following conviction of a driving under the influence offense, to impose certain terms and conditions, including that the individual not drive a vehicle with any measurable amount of alcohol in their blood, among others. This bill would require everyone who sells or furnishes alcoholic beverages to first review a form of written identification issued by this state or another state and would make a violation of this requirement a misdemeanor. The bill would require a court, subject to an exception, when granting probation for certain driving under the influence offenses to prohibit the person from purchasing alcohol and would require the Department of Motor Vehicles to issue an identification card or driver's license with an appropriate designation on the face upon the receipt of an abstract of the record of a court. The bill would authorize the court to prohibit the purchase of alcohol when the underlying conviction involved a certain percentage of alcohol, the offense occurred within 3 years of a separate driving under the influence offense, or the offense involved property damage or great bodily injury, as specified. (Based on 03/09/2026 text)

Subject: Public Safety

AB 1612 (Alanis, R) Incineration of controlled substances: California Environmental Quality Act: law enforcement exemption.

Current Text: 01/21/2026 - Introduced **HTML** **PDF**

Status: 03/02/2026 - Referred to Coms. on NAT. RES. and E.S & T.M.



Location: 03/02/2026 - Assembly Natural Resources

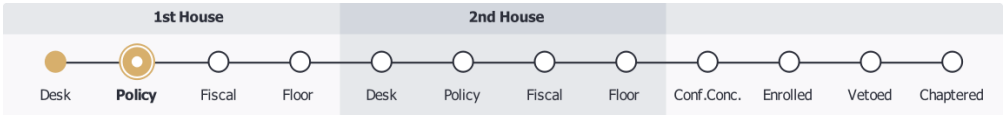
Summary: The Uniform Controlled Substances Act authorizes the forfeiture and seizure of property involved in, or purchased with the proceeds from, a controlled substance offense. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill would authorize a local police department, sheriff's office, or state law enforcement agency to purchase and install an incinerator for the sole purpose of destroying seized controlled substances, as provided. The bill would require the local police department, sheriff's office, or state law enforcement agency to follow specified federal regulations and to notify the State Air Resources Board and the local air quality management district or local air pollution control district of the project, as specified. The bill would authorize multiple law enforcement agencies to purchase and install an incinerator for these purposes through a memorandum of understanding that details cost sharing. The bill would exempt a project to purchase and install an incinerator that complies with these requirements from CEQA. (Based on 01/21/2026 text)

Subject: Public Safety

AB 1622 (Rubio, Blanca, D) Electrified security fences.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**

Status: 02/09/2026 - Referred to Com. on L. GOV.



Location: 02/09/2026 - Assembly Local Government

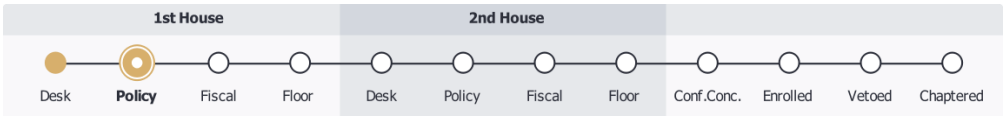
Summary: Current law, until January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, driven by solar-charged batteries of no more than 12 volts of direct current, and used to protect and secure manufacturing or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial purpose that stores, parks, services, sells, or rents vehicles or other materials, subject to specified conditions. Current law prohibits a city, county, or city and county from prohibiting or conditioning the installation of an electrified security fence, as described above, except for requiring an administrative permit to confirm a fence abutting a property in residential use, or within 300 feet of a public park, childcare facility, recreation center, community center, or school facility, meets certain requirements. Current law repeals these provisions on January 1, 2028. Current law, starting January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, and used to protect and secure commercial, manufacturing, or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial, manufacturing, or industrial purpose, subject to specified conditions and subject to prohibitions imposed by a city, county, or city and county through a local ordinance. This bill would indefinitely extend the operation of the electrified security fence provisions subject to repeal on January 1, 2028, and would repeal the provisions that become operative on January 1, 2028. (Based on 01/22/2026 text)

Subject: Planning, Land Use, Housing, Public Safety

AB 1866 (Rogers, D) California Disaster Assistance Act: minimum damages thresholds.

Current Text: 03/11/2026 - Amended **HTML** **PDF**

Status: 03/11/2026 - From committee chair, with author's amendments: Amend, and re-refer to Com. on E.M. Read second time and amended.



Location: 02/23/2026 - Assembly Emergency Management

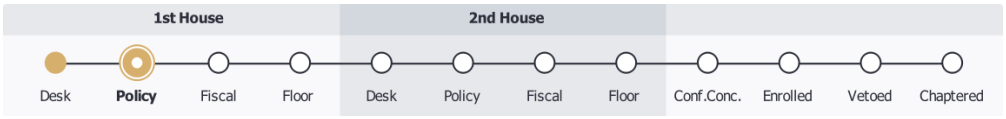
Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. This bill would require the director, in administering those provisions, to prioritize local agencies that are not eligible for federal funding due to the agency's inability to meet minimum damage thresholds under federal law, as specified. (Based on 03/11/2026 text)

Position: Support
Priority: (3) Significant
Subject: Public Safety
Misc2: League of Cities Sponsored

AB 1941 (González, Mark, D) Organized metal theft.

Current Text: 02/13/2026 - Introduced **HTML** **PDF**

Status: 03/02/2026 - Referred to Com. on PUB. S.



Location: 03/02/2026 - Assembly Public Safety

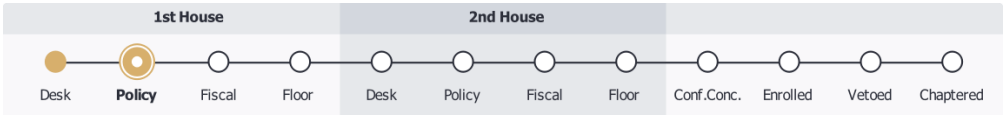
Summary: Current law makes a person who is a dealer in or collector of junk, metals, or secondhand materials, or their agent, employee, or representative, who buys or receives any wire, cable, copper, lead, solder, mercury, iron, or brass that the person knows or reasonably should know is used by or belongs to specified entities, including a railroad, certain utility companies, or a public entity engaged in furnishing public utility service, without using due diligence to ascertain that the person selling or delivering that material has a legal right to do so, guilty of criminally receiving that property and, in addition to imprisonment, makes that act punishable by a fine of not more than $5,000. This bill would prohibit organized metal theft, described as acting in concert with one or more persons to steal metal materials from one or more of specified materials and items, acting in concert with 2 or more persons to receive, purchase, or possess those metal materials knowing or believing it to have been stolen, acting as an agent of another to steal those metal materials as part of an organized plan to commit theft, or recruiting, coordinating, organizing, supervising, directing, managing, or financing another to undertake acts of theft of metal. (Based on 02/13/2026 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety

AB 2517 (Calderon, D) Fire safety: fire hazard severity zones.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Coms. on NAT. RES. and E.M.



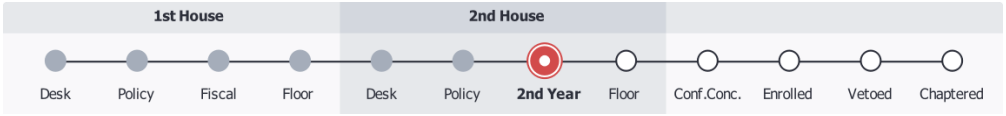
Location: 03/09/2026 - Assembly Natural Resources

Summary: Current law requires the State Fire Marshal to identify areas in the state that are not state responsibility areas, commonly known as local responsibility areas, as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Current law requires the State Fire Marshal to periodically review and make recommendations relative to very high fire hazard severity zones within local responsibility areas. Under current law, this review is required to coincide with review of state responsibility area lands every 5 years and, when possible, fall within the timeframes for each county's general plan update. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving the recommendations from the State Fire Marshal. Current law authorizes a local agency to, at its discretion, include areas within its jurisdiction not identified as very high fire hazard severity zones by the State Fire Marshal as very high fire hazard severity zones and areas not identified as moderate and high fire hazard severity zones by the State Fire Marshal as moderate and high fire hazard severity zones. Under existing law, a local agency is required to transmit a copy of an adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. Current law provides that changes made by a local agency to the recommendations made by the State Fire Marshal are final. This bill would require the State Fire Marshal to, no fewer than 180 days before finalizing the designation of local responsibility areas as moderate, high, and very high fire hazard severity zones, post specified information on its public internet website, conduct regional public workshops to receive oral public comments and consider those comments, host a 30-day public comment period to receive written comments from interested stakeholders and respond to all written comments by local agencies within 30 days of the end of the public comment period, and coordinate with other state agencies to help educate the public during the public workshops, as specified. (Based on 02/20/2026 text)

Position: Support
Priority: (4) Standard
Subject: Planning, Land Use, Housing, Public Safety
Misc2: League of Cities Sponsored

SB 6 (Ashby, D) Controlled substances: xylazine.

Current Text: 12/02/2024 - Introduced **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/16/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR
Summary: The California Uniform Controlled Substances Act categorizes controlled substances into 5 schedules and places the greatest restrictions on those substances contained in Schedule I. Under existing law, the substances in Schedule I are deemed to have a high potential for abuse and no accepted medical use while substances in Schedules II through V are substances that have an accepted medical use, but have the potential for abuse. Current law restricts the prescription, furnishing, possession, sale, and use of controlled substances, and makes a violation of those laws a crime, except as specified. Current law defines drug paraphernalia and prohibits, among other things, the manufacture, sale, and possession, as specified, of drug paraphernalia. Current law excludes from these prohibitions any testing equipment that is designed, marketed, used, or intended to be used to analyze a substance for the presence of fentanyl, ketamine, gamma hydroxybutyric acid, or any analog of fentanyl. This bill would add xylazine to the list of Schedule III substances, as specified. If an animal drug containing xylazine that has been approved under the federal Food, Drug and Cosmetic Act is not available for sale in California, the bill would create an exception for a substance that is intended to be used to compound an animal drug, as specified. The bill would exclude from the prohibitions on paraphernalia any testing equipment to analyze a substance for the presence of xylazine. (Based on 12/02/2024 text)

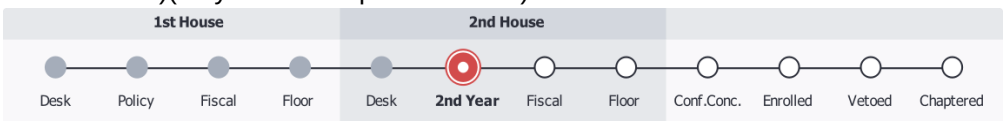
Position: Support
Priority: (5) Track/Watch

Subject: Public Safety

SB 569 (Blakespear, D) Department of Transportation: homeless encampments.

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Assembly 2 YEAR

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Position: Support

Priority: (4) Standard

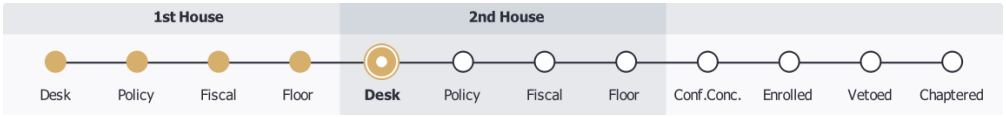
Subject: Public Safety, Transportation & Infrastructure

Misc2: League of Cities Sponsored

SB 758 (Umberg, D) Public health: nitrous oxide.

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Status: 01/27/2026 - Read third time. Passed. (Ayes 40. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

Summary: The Cigarette and Tobacco Products Licensing Act of 2003 requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. A violation of these provisions is a misdemeanor. This bill would expand those provisions to prohibit a retailer from selling nitrous oxide in any retail location, subject to certain exceptions. (Based on 01/22/2026 text)

Position: Support

Priority: (4) Standard

Subject: Public Safety

Misc2: League of Cities Sponsored

SB 759 (Archuleta, D) Crimes: supervised release.

Current Text: 05/23/2025 - Amended **HTML** **PDF**

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/9/2025)(May be acted upon Jan 2026)



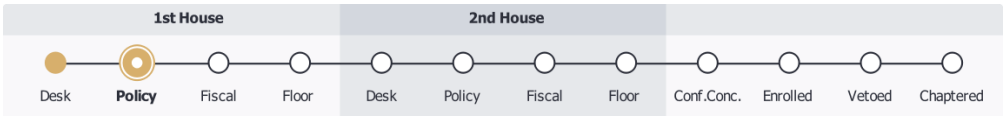
Location: 08/28/2025 - Assembly 2 YEAR

Summary: Existing law requires the county agency supervising the release of a person on postrelease community supervision to petition a court to revoke, modify, or terminate postrelease community supervision if the agency determines, following application of its assessment processes, that intermediate sanctions are not appropriate. This bill would require the county agency supervising the release of a person on postrelease community supervision to also petition a court to revoke, modify, or terminate postrelease community supervision if the person has violated the terms of their release for a 3rd time and the person has committed a new felony or misdemeanor. By imposing additional duties on county agencies administering postrelease community supervision, this bill would impose a state-mandated local program. (Based on 05/23/2025 text)

Priority: (4) Standard
Subject: Public Safety

SB 936 (Blakespear, D) Nitrous oxide: sales.

Current Text: 01/29/2026 - Introduced **HTML** **PDF**
Status: 03/03/2026 - Set for hearing March 17.

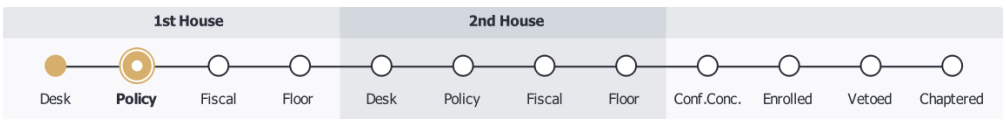


Location: 02/11/2026 - Senate Public Safety
Summary: Current law makes it a misdemeanor to possess nitrous oxide with the intent of inhaling it for specified purposes, including to cause intoxication. The Cigarette and Tobacco Products Licensing Act of 2003 requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including retail commercial cannabis activity. This bill would, except as specifically exempted, prohibit the sale and distribution of a nitrous oxide container that is capable of holding more than 8 grams of nitrous oxide or from which an individual may directly inhale nitrous oxide. The bill would also prohibit the sale and distribution of a nitrous oxide that has, or is marketed as having, the taste or smell of any food. The bill would prohibit the sale and distribution of a device that allows an individual to inhale nitrous oxide from the container or hold nitrous oxide for the purposes of inhalation. The bill would punish a violation of these provisions as an infraction, as specified. The bill would also authorize a court to suspend the business license, including a license to sell tobacco products or cannabis, if the business has a prior conviction for violating these prohibitions. (Based on 01/29/2026 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety

SB 1153 (Caballero, D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 03/04/2026 - Referred to Coms. on E.M. and N.R. & W.



Location: 03/04/2026 - Senate Emergency Management
Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services to ensure that the plans are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban

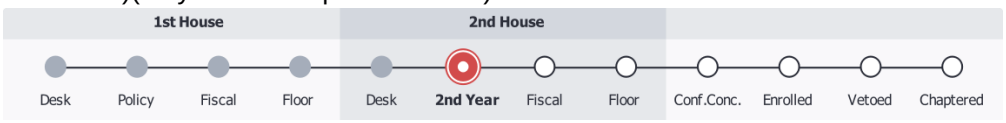
retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specified response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier. Because violation of these requirements by certain urban retail water suppliers would constitute a misdemeanor, the bill would expand the scope of a crime, thereby imposing a state-mandated local program. (Based on 02/18/2026 text)

Priority: (4) Standard
Subject: Public Safety, Trash, Recycling, Water, Resources

Transportation & Infrastructure

AB 911 (Carrillo, D) Emergency telecommunications medium- and heavy-duty zero-emission vehicles.

Current Text: 02/19/2025 - Introduced **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)

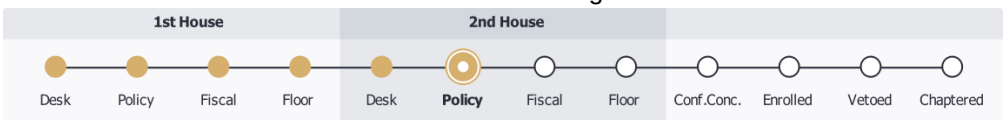


Location: 07/17/2025 - Senate 2 YEAR
Summary: The State Air Resources Board has adopted the Advanced Clean Fleets Regulations, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles, as provided. This bill would exempt emergency telecommunications vehicles owned or purchased by emergency telecommunications service providers that are used to participate in the federal Emergency Alert System, to provide access to 911 emergency services, or to provide wireless connectivity during service outages from specified requirements in the above-described regulations. (Based on 02/19/2025 text)

Position: Support
Priority: (4) Standard
Subject: Transportation & Infrastructure

AB 1198 (Haney, D) Public works: prevailing wages.

Current Text: 01/22/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 65. Noes 6.) In Senate. Read first time. To Com. on RLS. for assignment.

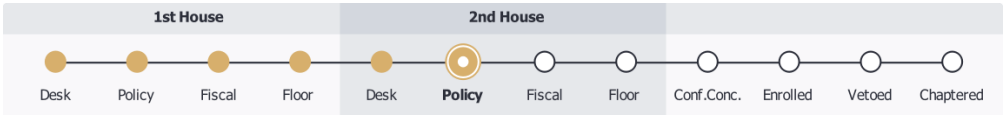


Location: 01/29/2026 - Senate Rules
Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public

works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2027, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2027. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. The bill would require the director to, upon notice to the interested parties, initiate an investigation or hold a hearing, and, within 20 days after the filing of that petition, except as specified, make a final determination and transmit the determination in writing to the awarding body and to the interested parties. (Based on 01/22/2026 text)

Position: Oppose
Priority: (4) Standard
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

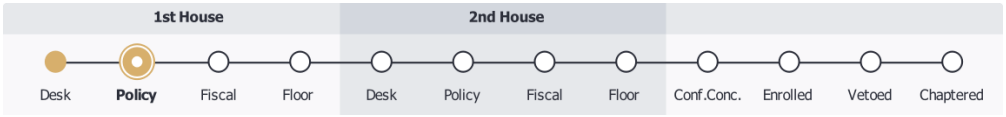
AB 1421 (Wilson, D) Vehicles: Road Usage Charge Technical Advisory Committee.
Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 49. Noes 21.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules
Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. (Based on 01/05/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

AB 1557 (Papan, D) Vehicles: electric bicycles.
Current Text: 01/08/2026 - Introduced **HTML** **PDF**
Status: 02/02/2026 - Referred to Com. on TRANS.

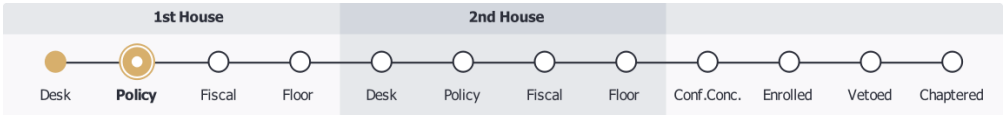


Location: 02/02/2026 - Assembly Transportation
Summary: Current law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. This bill would clarify that an electric bicycle is a bicycle equipped with fully operable pedals and an electric motor that is not capable of exceeding 750 watts of peak power. (Based on 01/08/2026 text)

Subject: Public Safety, Transportation & Infrastructure

AB 1569 (Davies, R) Pupil safety: electric bicycle parking: safety program.
Current Text: 03/09/2026 - Amended **HTML** **PDF**

Status: 03/10/2026 - Re-referred to Com. on ED.



Location: 02/09/2026 - Assembly Education

Summary: Existing law authorizes the governing board of any school district having jurisdiction over elementary, intermediate, junior high, or high school to provide time and facilities to local law enforcement agency having jurisdiction over the school of the district for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction. Existing law prohibits a person from driving or parking a vehicle or animal upon the driveways, paths, parking facilities, or grounds of specific public entities, including a public school or an educational institution exempted, in whole or in part, from taxation, except with the permission of, and subject to any condition or regulation that may be imposed by, the governing body of the specified public entity. Existing law authorizes a public agency to adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, electric bicycles, skateboards, electrically motorized boards, and roller skates on public property under the jurisdiction of that agency. This bill would require each school district and county office of education that allows pupils in kindergarten or any of grades 1 to 12, inclusive, to park a class 1, 2, or 3 electric bicycle, as defined, on campus to require pupils to complete the electric bicycle safety and training program developed by the Department of the California Highway Patrol, as provided, or a related safety course, as specified, as a condition for parking on campus. (Based on 03/09/2026 text)

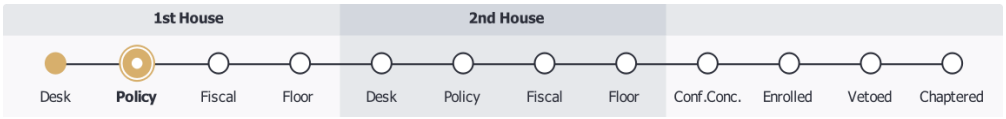
Priority: (4) Standard

Subject: Public Safety, Transportation & Infrastructure

AB 1599 (Ahrens, D) Public transit: California Transit Stop Registry: transit datasets.

Current Text: 01/16/2026 - Introduced **HTML** **PDF**

Status: 02/02/2026 - Referred to Com. on TRANS.



Location: 02/02/2026 - Assembly Transportation

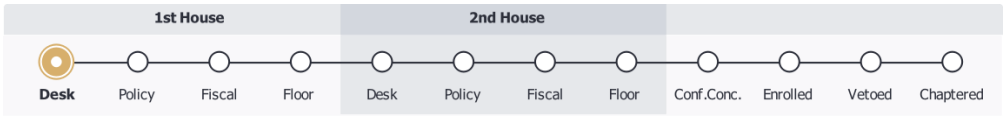
Summary: Would require the Department of Transportation to create, on or before December 31, 2026, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available amenities, and unique identifier, as specified. (Based on 01/16/2026 text)

Subject: Transportation & Infrastructure

AB 1783 (DeMaio, R) Additional local taxes: vehicle miles traveled tax.

Current Text: 02/09/2026 - Introduced **HTML** **PDF**

Status: 02/10/2026 - From printer. May be heard in committee March 12.



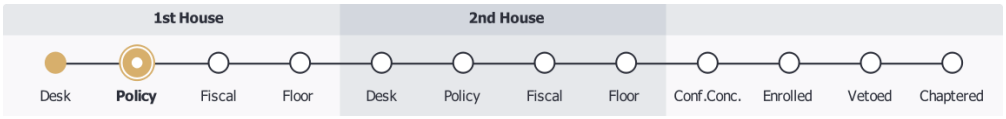
Location: 02/09/2026 - Assembly PRINT

Summary: Current law authorizes the legislative body of a city or county to impose various taxes, including occupancy taxes and sales and use taxes. Existing law also prohibits a city and county form imposing certain taxes, such as a tax upon income. This bill would prohibit a city, county, or any political subdivision thereof from imposing a tax, fee, assessment, or charge, that is calculated, in whole or in part, based on the number of miles traveled by a motor vehicle. The bill would not prohibit the collection of tolls for the use of specific facilities, as provided. The bill would provide that any existing program, pilot program, regulation, or

administrative action inconsistent with this prohibition is void and unenforceable. (Based on 02/09/2026 text)

Priority: (5) Track/Watch
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

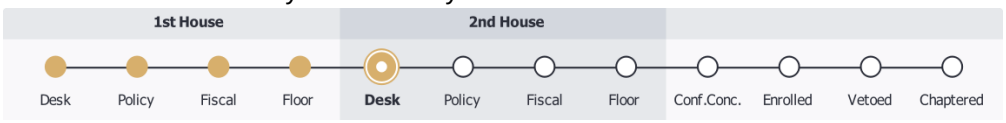
AB 2033 (Papan, D) Local Agency Public Construction Act: job order contracting.
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Status: 03/02/2026 - Referred to Com. on L. GOV.



Location: 03/02/2026 - Assembly Local Government
Summary: The Local Agency Public Construction Act sets forth procedures that a local agency is required to follow when procuring certain services or work. Existing law authorizes certain local agencies to engage in job order contracting, as prescribed. This bill would authorize the city council to award individual annual job order contracts, not to exceed $500,000, as specified, for repair, remodeling, or other repetitive work to be done according to unit prices. The bill would prohibit, among other things, annual contracts from being awarded for any new construction. The bill would require the contracts to be awarded to the lowest responsible bidder and be based on plans and specifications for typical work. (Based on 02/17/2026 text)

Position: Support
Priority: (4) Standard
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

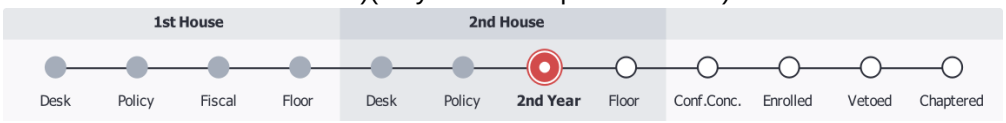
SB 73 (Cervantes, D) Elections: inspection of voting systems.
Current Text: 01/05/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - Read third time. Urgency clause adopted. Passed. (Ayes 30. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK
Summary: Current law requires the elections official of any county or city using a voting system to inspect the machines or devices at least once every 2 years. This bill would prohibit the elections official from permitting a federal government agency or its employees to inspect a voting system machine or device, unless authorized by a federal court order. To the extent this bill would establish new procedures for the conduct of elections, it would create a state-mandated local program. (Based on 01/05/2026 text)

Priority: (3) Significant
Subject: Planning, Land Use, Housing, Transportation & Infrastructure

SB 74 (Seyarto, R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.
Current Text: 04/07/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)



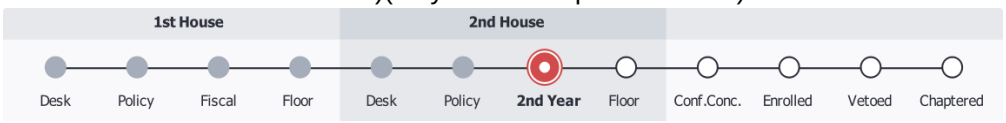
Location: 08/28/2025 - Assembly 2 YEAR
Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff

for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

Position: Support
Priority: (3) Significant
Subject: Transportation & Infrastructure
Misc2: League of Cities Sponsored

SB 473 (Padilla, D) Water corporations: demand elasticity: rates and surcharges.

Current Text: 04/10/2025 - Amended **HTML** **PDF**
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

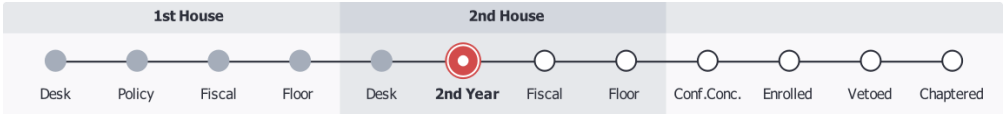


Location: 08/28/2025 - Assembly 2 YEAR
Summary: The California Constitution and the Public Utilities Act vest the Public Utilities Commission with regulatory authority over electrical corporations and water corporations. The act requires the commission to ensure that errors in estimates of demand elasticity or sales do not result in material overcollections or undercollections of electrical corporations. This bill would additionally require the commission to ensure that those errors do not result in material overcollections or undercollections of water corporations. (Based on 04/10/2025 text)

Priority: (5) Track/Watch
Subject: Transportation & Infrastructure

SB 569 (Blakespear, D) Department of Transportation: homeless encampments.

Current Text: 04/21/2025 - Amended **HTML** **PDF**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)



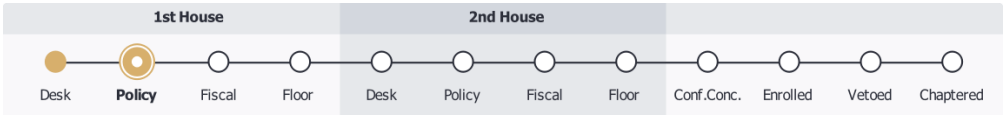
Location: 07/17/2025 - Assembly 2 YEAR
Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature

summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Position: Support
Priority: (4) Standard
Subject: Public Safety, Transportation & Infrastructure
Misc2: League of Cities Sponsored

SB 922 (Laird, D) Vehicles: local agency charges: use of streets or highways.

Current Text: 03/11/2026 - Amended **HTML** **PDF**
Status: 03/11/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.



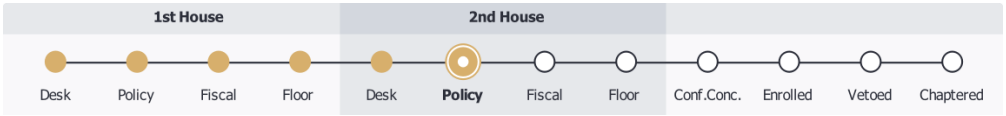
Location: 02/11/2026 - Senate Local Government
Summary: Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would expressly limit this prohibition to charges based on weight. The bill would also explicitly state that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. (Based on 03/11/2026 text)

Position: Support
Priority: (3) Significant
Subject: Municipal Funding and Procurement, Transportation & Infrastructure

Trash, Recycling, Water, Resources

AB 35 (Alvarez, D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Current Text: 01/14/2026 - Amended **HTML** **PDF**
Status: 01/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



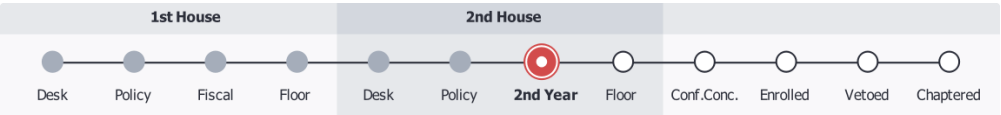
Location: 01/27/2026 - Senate Rules
Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Current law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Current law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including

develop draft project solicitation and evaluation guidelines and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. The bill would require the Secretary of the Natural Resources Agency to post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website. (Based on 01/14/2026 text)

Position: Support
Priority: (3) Significant
Subject: Trash, Recycling, Water, Resources

AB 532 (Ransom, D) Water rate assistance program.

Current Text: 07/17/2025 - Amended **HTML** **PDF**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

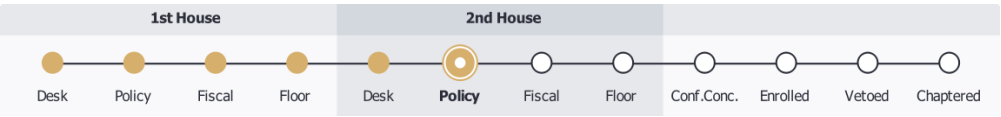


Location: 08/29/2025 - Senate 2 YEAR
Summary: Current federal law, the Consolidated Appropriations Act, 2021 requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. (Based on 07/17/2025 text)

Priority: (4) Standard
Subject: Municipal Funding and Procurement, Trash, Recycling, Water, Resources

AB 762 (Irwin, D) Disposable, battery-embedded vapor inhalation device: prohibition.

Current Text: 01/26/2026 - Amended **HTML** **PDF**
Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 50. Noes 17.) In Senate. Read first time. To Com. on RLS. for assignment.



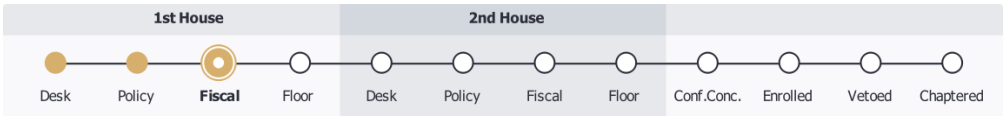
Location: 01/29/2026 - Senate Rules
Summary: Current law regulates the manufacture, sale, and disposal of various single-use products, including single-use foodware accessories and condiments and single-use carryout bags. Current law prohibits a store from, among other things, providing, distributing, or selling a carryout bag at the point of sale, except as specified. This bill would prohibit, beginning January 1, 2027, a person from importing or manufacturing for sale in this state a new or refurbished disposable, battery-embedded vapor inhalation device, and, beginning January 1, 2028, a person from selling, distributing, or offering for sale a new or refurbished disposable, battery-embedded vapor inhalation device in this state. The bill would define a "disposable, battery-embedded vapor inhalation device" to mean a vaporization device that contains nicotine but not cannabis or a cannabis product, as defined, and that is not designed or intended to be reused, as specified. (Based on 01/26/2026 text)

Subject: Trash, Recycling, Water, Resources

AB 1617 (Alanis, R) Household hazardous waste: reporting.

Current Text: 01/21/2026 - Introduced **HTML** **PDF**

Status: 03/11/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (March 10). Re-referred to Com. on APPR.



Location: 03/10/2026 - Assembly Appropriations

Summary: Current regulations require each public agency that is responsible for household hazardous waste management to complete and submit a “Form 303 Household Hazardous Waste Collection Report” (Form 303) electronically to the Department of Resources Recycling and Recovery each year. Current regulations require the reporting timeframe to be July 1 of the previous fiscal year through June 30 of that fiscal year, with the information required to be submitted to the state by October 1 of the following fiscal year. Current law requires a public agency, or its contractor, operating a household hazardous waste collection facility to, on or before October 1 of each year, submit a copy of the completed Form 303 to the officer or agency authorized to implement and enforce specified hazardous materials laws. This bill would require that Form 303 to instead report information for the prior calendar year. (Based on 01/21/2026 text)

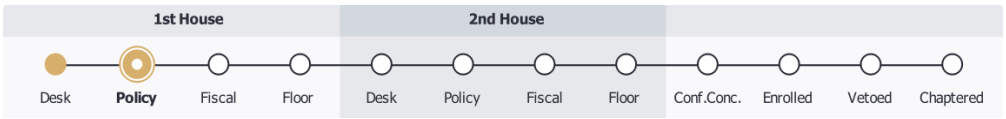
Priority: (5) Track/Watch

Subject: Trash, Recycling, Water, Resources

AB 2125 (Bennett, D) Groundwater basin adjudication: notice.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Com. on JUD.



Location: 03/09/2026 - Assembly Judiciary

Summary: Current law requires a plaintiff who files an action to comprehensively determine rights to extract groundwater from a basin to provide the court a draft notice of commencement of groundwater basin adjudication and a draft form answer to adjudication complaint, as specified. Current law also requires a plaintiff to file, within a specified timeframe, a motion for approval of the draft notice and draft form answer. Under current law, once the court approves the draft notice, the plaintiff is required to serve the notice, as specified. Following a court order approving both the notice and draft form answer and authorizing service thereof, current law requires the plaintiff to take additional steps to provide notice to defendants including, but not limited to, mailing, by registered mail or certified mail, return receipt requested, the notice, complaint, and form answer to all holders of fee title to real property in the basin. Under current law, if a return receipt is not received for a parcel of real property, the plaintiff must post a copy of the notice, complaint, and form answer in a conspicuous place on the real property. After completing these notice procedures, existing law requires the plaintiff to file a notice of completion of the mailing with the court. This bill would impose additional requirements on a plaintiff when filing the notice of completion of mailing. The bill would require the plaintiff to include with the notice of completion an affidavit of the person who mailed the notice and the certified or registered mail delivery receipt for each parcel showing the date, time, and place of mailing. (Based on 02/18/2026 text)

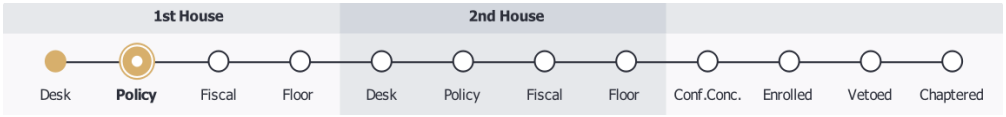
Priority: (4) Standard

Subject: Trash, Recycling, Water, Resources

AB 2132 (Macedo, R) California Environmental Quality Act: exemption: groundwater recharge project.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/09/2026 - Referred to Coms. on NAT. RES. and W., P., & W.



Location: 03/09/2026 - Assembly Natural Resources

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater plans, except as specified. Current law requires a groundwater sustainability plan to include various information relating to subsidence, as applicable. This bill would exempt from the requirements of CEQA a groundwater recharge project if the Secretary of the Natural Resources Agency determines the project would address subsidence. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 02/18/2026 text)

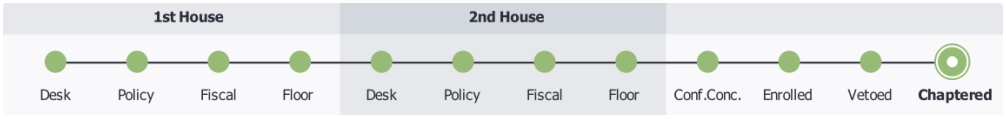
Priority: (5) Track/Watch

Subject: Trash, Recycling, Water, Resources

SB 72 (Caballero, D) The California Water Plan: long-term supply targets.

Current Text: 10/01/2025 - Chaptered **HTML** **PDF**

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 210, Statutes of 2025



Location: 10/01/2025 - Senate CHAPTERED

Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as “The California Water Plan.” Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for all beneficial uses, including, but not limited to, urban uses, agricultural uses, tribal uses, and the environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs, benefits, and impacts of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. (Based on 10/01/2025 text)

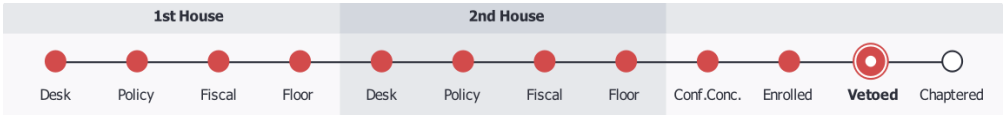
Priority: (5) Track/Watch

Subject: Planning, Land Use, Housing, Trash, Recycling, Water, Resources

SB 454 (McNerney, D) State Water Resources Control Board: PFAS Mitigation Program.

Current Text: 10/01/2025 - Vetoed **HTML** **PDF**

Status: 03/02/2026 - Stricken from file. Veto sustained.



Location: 10/01/2025 - Senate VETOED

Summary: Current law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill, which would become operative upon an appropriation by the Legislature, would enact a perfluoroalkyl and polyfluoroalkyl substances (PFAS) mitigation program. As part of that program, the bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out nonstate, federal, and private funds designated for PFAS remediation and treatment and deposit the funds into the PFAS Mitigation Fund. The bill would continuously appropriate these funds to the state board for specified purposes. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking water to meet the applicable state and federal maximum PFAS contaminant levels. (Based on 09/12/2025 text)

Position: Support

Priority: (4) Standard

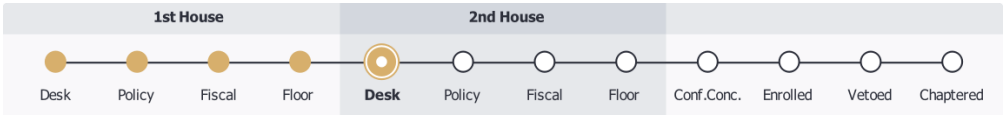
Subject: Trash, Recycling, Water, Resources

Misc2: League of Cities Sponsored

SB 501 (Allen, D) Responsible Battery Recycling Act of 2022: covered batteries.

Current Text: 01/14/2026 - Amended **HTML** **PDF**

Status: 01/27/2026 - Read third time. Passed. (Ayes 30. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

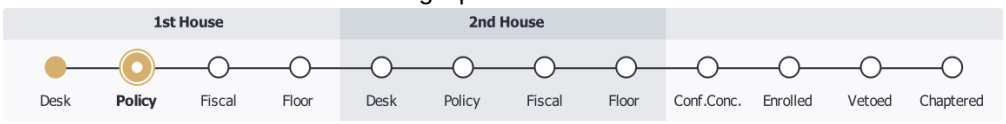
Summary: The Responsible Battery Recycling Act of 2022 establishes a stewardship program, administered by the Department of Resources Recycling and Recovery, with the Department of Toxic Substances Control, as provided, for the collection, transportation, and recycling, and the safe and proper management, of covered batteries in the state in an economically efficient and practical manner. The battery recycling act defines a “covered battery” to mean a device consisting of one or more electrically connected electrochemical cells designed to receive, store, and deliver electric energy. Current law defines a “covered battery” to include a loose battery that is designed to be easily removed from a product by the user of the product with no more than common household tools. Current law excludes from the definition of a covered battery a primary battery weighing over 2 kilograms. Current law defines a “primary battery” for this purpose to mean a nonrechargeable battery, including, but not limited to, alkaline, carbon-zinc, and lithium metal batteries. Current law also excludes from the definition of a covered battery a rechargeable battery weighing over 5 kilograms and having a watthour rating of more than 300 watthours. This bill would revise the description of a loose battery, for purposes of the definition of a covered battery, by providing that a key, application, or other locking device provided to the consumer by the producer of the product or battery that is warranted by the producer of the product or battery to serve solely to prevent theft of the battery or tampering by persons other than the consumer and not to inhibit the consumer’s ability to remove, replace, or recycle the battery would not prevent a battery from being considered designed to be easily removed from a product by the user of the product with no more than common household tools. The bill would remove the exclusions from the definition of a covered battery for a primary battery and a rechargeable battery, described above. The bill

would categorize all covered batteries as either a small format battery or a medium format battery. (Based on 01/14/2026 text)

Priority: (5) Track/Watch
Subject: Trash, Recycling, Water, Resources

SB 1081 (Laird, D) Waste discharge requirements: minimum penalties: exception: publicly owned treatment works.

Current Text: 02/13/2026 - Introduced **HTML** **PDF**
Status: 03/10/2026 - Set for hearing April 8.

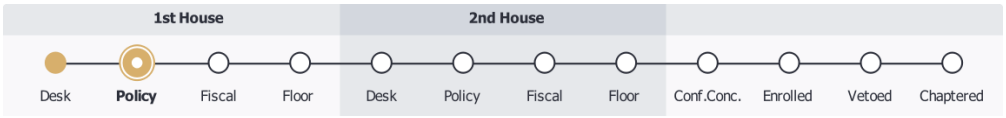


Location: 02/26/2026 - Senate Environmental Quality
Summary: The State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the national pollutant discharge elimination system permit program. The act requires mandatory minimum penalties to be assessed for serious violations, as defined, relating to waste discharge requirements, and for certain violations relating to waste discharge requirements and reports whenever there are 4 or more violations in a period of 6 consecutive months, except as provided. The act authorizes the state board or regional board, in lieu of assessing all or a portion of those mandatory minimum penalties against a publicly owned treatment works serving a small community, to instead require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works if the state board or regional board make specified findings. The act defines “a publicly owned treatment works serving a small community” for these purposes to mean a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the state board after consideration of specified factors. This bill would amend that definition to include serving a community of 3,000 residents or less as a factor in the state board’s determination of financial hardship. (Based on 02/13/2026 text)

Priority: (4) Standard
Subject: Trash, Recycling, Water, Resources

SB 1139 (Laird, D) Nonfunctional turf: noncompliance and enforcement.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**
Status: 02/26/2026 - Referred to Com. on N.R. & W.



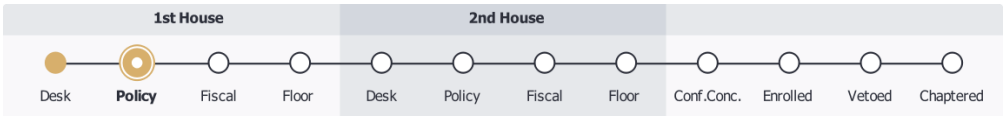
Location: 02/26/2026 - Senate Natural Resources and Water
Summary: Current law prohibits the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners’ associations, common interest developments, and community service organizations or similar entities, as specified. Current law requires a person or entity to be subject to civil liability or penalties by the State Water Resources Control Board, as prescribed, or to civil liability and penalties imposed by an urban water supplier, pursuant to a locally adopted ordinance or policy. Current law authorizes a public water system, city, county, or city and county to enforce the provisions relating to the prohibition, as specified. This bill would require a person or entity to be subject to civil liability or penalties imposed by a special district with water conservation enforcement authority pursuant to a locally adopted ordinance or policy. (Based on 02/18/2026 text)

Priority: (5) Track/Watch
Subject: Trash, Recycling, Water, Resources

SB 1153 (Caballero, D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Coms. on E.M. and N.R. & W.



Location: 03/04/2026 - Senate Emergency Management

Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services to ensure that the plans are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specified response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier. Because violation of these requirements by certain urban retail water suppliers would constitute a misdemeanor, the bill would expand the scope of a crime, thereby imposing a state-mandated local program. (Based on 02/18/2026 text)

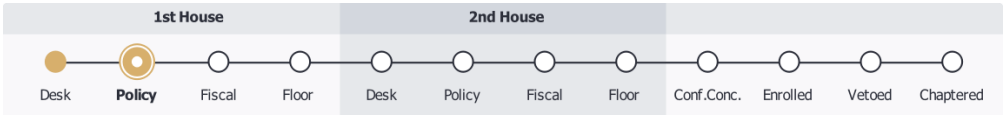
Priority: (4) Standard

Subject: Public Safety, Trash, Recycling, Water, Resources

SB 1313 (McNerney, D) Public water systems: grants and loans: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**

Status: 03/04/2026 - Referred to Com. on E.Q.



Location: 03/04/2026 - Senate Environmental Quality

Summary: The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various duties and responsibilities for the regulation and control of drinking water in the state. This bill would authorize the state board to fund projects, upon the appropriation of funds by the Legislature, through grants or loans to public water systems to address perfluoroalkyl and polyfluoroalkyl substances in drinking water or source water. The bill would prescribe sources from which those funds may originate and permissible activities for those projects. The bill would authorize the state board to implement the bill through a policy handbook or workplan exempt from the rulemaking provisions of the Administrative Procedure Act. This bill contains other existing laws. (Based on 02/20/2026 text)

Position: Support

Priority: (4) Standard

Subject: Trash, Recycling, Water, Resources

Misc2: League of Cities Sponsored

Total Measures: 119
Total Tracking Forms: 119

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

February 6, 2026

Ms. Lynna Monell, Clerk of the Board
San Bernardino County
385 N. Arrowhead Avenue
San Bernardino, CA 92415
Via email: COB@sbcounty.gov

RE: Request for Consideration by the City Selection Committee for Appointment as Alternate Member to LAFCO

Dear Ms. Monell and Members of the City Selection Committee,

I am writing to express my interest in serving as the Alternate City Representative to the Local Agency Formation Commission (LAFCO) for San Bernardino County. As Mayor Pro Tem of the City of Chino, I have had the privilege of working closely on issues related to municipal governance, interagency collaboration, and strategic planning that align closely with LAFCO's mission to oversee orderly growth and service delivery within the County. I have experience with LAFCO issues, having served on the Chino City Council during several Sphere of Influence annexations, and knowledge of the various special districts and the important roles they play in providing services.

My experience on the Chino City Council and various commissions and boards has provided me with valuable insight into local government operations, land-use planning, and regional service coordination. I am committed to fostering transparency, collaboration, and balanced decision-making that supports both the needs of individual communities and the broader interests of the county.

Serving on LAFCO as the Alternate City Representative would allow me to continue learning about the commission and the issues it addresses, and, as needed, contribute my expertise and dedication to ensuring that San Bernardino County continues to grow in an orderly, thoughtful, and sustainable manner. I am confident that my background and commitment to public service make me well-suited for this role.

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

If appointed, I will work diligently to serve as a conduit of information between LAFCO and our cities and, in my capacity as Alternate, to represent the cities' interests while upholding the broader goals of the Commission. I welcome the opportunity to expand my knowledge on the important issues brought to LAFCO for review.

Thank you for considering my application. I would be honored to represent the cities of San Bernardino County as LAFCO's Alternate member and look forward to the opportunity to serve in this role.

Sincerely,



Curtis Burton
Mayor Pro Tem

Attachment: Statement of Qualifications

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem



KAREN COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

Curtis Burton
Mayor Pro Tem, City of Chino
cburton@cityofchino.org
909.334.3301

Statement of Qualifications to Serve as Alternate City Representative to LAFCO

I submit the following summary of my qualifications and request consideration of my appointment as the Alternate City Representative to the Local Agency Formation Commission (LAFCO) for San Bernardino County.

Having lived and worked in Chino for over 30 years, I am deeply committed to the continued growth and success of the City and the County. My extensive experience in public service and regional collaboration uniquely positions me to contribute effectively to LAFCO's mission when called upon as the Alternate City Representative.

After retiring from the Chino Police Department in 2016, I continued to serve Chino and the broader community in various capacities, including as a member of the Planning Commission and now, as Mayor Pro Tem representing District 2.

In my current role, I serve on several committees and regional boards, including the Chino Basin Desalter Authority, the Water Facilities Authority, the Inland Empire Utilities Agency's Regional Sewerage Program Committee, and the Animal Resource Center of the Inland Empire. These roles have provided me with a strong understanding of interagency coordination, jurisdictional issues, and regional resource management, which contribute to my knowledge base as a potential LAFCO alternate member. This experience has contributed to my understanding of the importance, complexities, and sensitivity of boundaries, the crucial roles of special districts, and the significance of the creation and changes of local government entities.

My service on the City Council is guided by a commitment to the efficient and effective delivery of public services that benefit and improve the lives of those we serve today while planning responsibly for the future. I believe these priorities align closely with LAFCO's objectives of promoting orderly growth and efficient service delivery. I am confident that my background and dedication to regional collaboration will allow me to represent the cities of San Bernardino County well.

Thank you for considering my interest. I would be honored to serve as the Alternate representing our cities on LAFCO and welcome the opportunity to discuss my qualifications further at the upcoming City Selection Committee meeting.

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

February 17, 2026

Board of Directors
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: OPPOSITION TO PROPOSED POLICY ON THE ALLOCATION OF BRADLEY-BURNS 1% SALES TAX ON E-COMMERCE TRANSACTIONS

Dear Board Members,

On behalf of the City of Chino, I write to express our opposition to the City Manager Sales Tax Working Group's proposal to alter the Bradley-Burns 1% sales tax allocation by implementing a 50/50 revenue split between point-of-sale and destination jurisdictions for e-commerce transactions.

In addition to undermining the incentive structure that encouraged cities to invest in infrastructure, commerce, and job creation, the proposal undermines the very values on which the League is built. It pits city against city, creating winners and losers on no less important an issue than the very lifeblood of our existence, our revenues. The League's strength lies in its unified front against the attack on local control and chipping away at our revenues from various sources. For the League to take a position and engage in advocacy against the interests of a substantial portion of its members would call into question the organization's very mission – to expand and protect local control for cities. The proposed policy undermines local control and sets a dangerous precedent.

The proposal to alter the Bradley-Burns 1% sales tax allocation by implementing a 50/50 revenue split between point-of-sale and destination jurisdictions for e-commerce transactions ignores that the existing rules governing sales tax revenues are part of a broader policy discussion about local government funding and have evolved over decades. Indeed, sales tax rules and guidelines are a direct reflection of how we treat property taxes in this state under Prop 13, as well as of the broader local government funding regime (Props 218 and 26, especially).

Any endeavor to change sales tax rules in a vacuum, when cities have customized their revenue streams under the existing rules, will create a distortion that is neither fair nor practical. Any retroactive change would undermine the very incentive structure that encouraged cities to invest in job creation, infrastructure, and commerce.

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

This proposed shift would penalize and severely undermine the fiscal stability of cities that have planned responsibly, invested strategically, and assumed the full burden of supporting the state's logistics and e-commerce economy.

The City of Chino has successfully attracted logistics and distribution businesses that have brought jobs to the region and supported the Inland Empire's e-commerce system. However, these benefits come with considerable costs to Chino and its residents, including traffic congestion, noise, truck travel and storage, road wear and tear, land-use compatibility, and traffic safety/enforcement.

The point-of-sale sales tax revenue generated by these centers has been a vital source of funding to help offset these burdens. The proposal also creates a structural imbalance: while point-of-sale cities continue to bear the full responsibility for the impacts of logistics operations, they would receive only half of the associated revenue, while destination cities, which bear none of the direct infrastructure or public safety costs, would receive an equal share of the sales tax. This is inequitable, unsustainable, and fundamentally undermines the integrity of California's local revenue framework and CalCities' commitment to maintaining local control.

Furthermore, the proposal would retroactively penalize cities that made long-term investments in economic development based on the existing tax structure. It disincentivizes future investment in large-scale commerce and erodes the trust between cities and the State.

We urge the CalCities Board to reject this proposal. It is NOT an equitable approach as it ignores the real costs borne by point-of-sale cities and undermines the fiscal viability of those communities that have supported California's e-commerce economy.

Sincerely,



Linda Reich
City Manager

cc: Chino City Council
Laura Varela, League of California Cities IE/Desert Mountains Divisions (lvarela@calcities.org)
Ben Triffo, League of California Cities (btriffo@calcities.org)

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February 18, 2026

League of California Cities (CalCities)
Board of Directors
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to the Revenue and Taxation Policy Committee Recommendation Regarding Bradley-Burns E-Commerce Revenue Allocation

Dear President Quinto, Executive Director Coleman, and Members of the Board:

On behalf of the undersigned cities, we respectfully submit this correspondence in advance of the February 19–20, 2026, meeting of the League of California Cities Board of Directors regarding the Revenue and Taxation Policy Committee's recommendation to amend Cal Cities' policy position on the allocation of Bradley-Burns local sales and use tax revenues derived from e-commerce transactions.

After careful review, we urge the Board to decline adoption of the Committee's recommendation.

The recommendation would fundamentally restructure the allocation methodology for Bradley-Burns revenues generated from e-commerce activity by mandating redistribution between origin and destination jurisdictions, subject to flexibility bands, volatility adjustments, phased implementation, and the reallocation of county pool use tax revenues. Although framed as an equity measure, the proposal represents a material alteration of a long-standing statutory framework upon which cities have relied for decades in making land use, infrastructure, public safety, and fiscal planning decisions.

Cities that host logistics facilities, fulfillment centers, freight corridors, and distribution hubs have undertaken substantial and ongoing public investment in transportation infrastructure, roadway maintenance, traffic mitigation, environmental compliance, public safety deployment, and code enforcement. These obligations are measurable, recurring, and geographically concentrated. Bradley-Burns revenues associated with this activity serve as the principal general fund mechanism to offset the localized impacts generated by such uses.

The proposed redistribution would shift revenue away from the jurisdictions that physically accommodate and regulate this activity while leaving intact the operational, environmental, and infrastructure burdens imposed upon them. This is not an incremental policy refinement; it is a structural reallocation of locally generated revenues that would create identifiable fiscal winners and losers among member cities.

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The California Department of Tax and Fee Administration has further indicated that any allocation methodology must be applied uniformly to existing and future agreements and that current reporting systems do not distinguish between e-commerce and in-store transactions. These administrative and technical constraints raise substantial questions regarding feasibility, implementation accuracy, and unintended fiscal distortion. In addition, modification of the distribution formula implicates Section 25.5 of Article XIII of the California Constitution, which restricts legislative authority to alter the method of distributing Bradley-Burns revenues absent voter approval. The constitutional dimension of the recommendation warrants heightened scrutiny and caution.

For several undersigned cities, projected impacts reflect significant multi-million-dollar annual revenue reductions and double-digit percentage decreases in general fund sales tax receipts attributable solely to e-commerce reallocation. Such losses would directly impair the ability to maintain service levels, preserve infrastructure, and meet long-standing fiscal obligations. Responsible municipal governance requires stable and predictable revenue structures. Retroactive alteration of the framework upon which cities relied undermines that stability.

The League of California Cities has consistently advanced principles of local control, fiscal sustainability, and municipal unity. A policy that redistributes locally generated revenues from one city to another, or shifts revenues between levels of local government, departs from those principles and risks positioning member cities in opposition to one another. The League's strength derives from collective advocacy on behalf of all cities, not intra-municipal revenue realignment.

We respectfully recognize the fiduciary obligations of the Board under Article VII, Section 13 of the League's bylaws, which require Directors to act in good faith, in the best interests of the League, and with the care an ordinarily prudent person would exercise under similar circumstances. Adoption of a recommendation that produces disproportionate fiscal harm to a defined subset of member cities, introduces significant legal and administrative uncertainty, and undermines long-standing municipal fiscal planning warrants careful consideration under that standard.

For the foregoing reasons, we respectfully request that the Board decline adoption of the Revenue and Taxation Policy Committee's recommendation.

Preserving local control requires adherence to the statutory framework under which cities planned, invested, and assumed long-term service obligations. Stability in municipal finance is foundational to good governance. We urge the Board to act in a manner that upholds that principle and maintains the unity and institutional integrity of the League.

Signature Page To Follow

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Respectfully submitted,

DocuSigned by:
Brian Mohan
1099D0CFD8FA4D5...
, City Manager, City of Moreno Valley

Signed by:
Gustavo J. Romo
6AB970541F95455...
, Interim City Manager, City of Beaumont

Signed by:
David C. Roberts Jr.
49E436B7C4CA491...
, City Manager, City of Carson

DocuSigned by:
DF6D449E65A8465...
, City Manager, City of Chino

Signed by:
Mark Orme
D8CD82AF06E8425...
, City Manager, City of Eastvale

DocuSigned by:
4B59C02BA274430...
, City Manager, City of Fresno

DocuSigned by:
639D13D13A304AE...
, City Manager, City of Industry

Signed by:
Jeff Boynton
C279404F58BE49D...
, City Manager, City of La Mirada

Signed by:
Stephen J. Salvatore
F515CB573453424...
, City Manager, City of Lathrop

DocuSigned by:
Scott Ochoa
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, City Manager, City of Ontario

Signature Page Continued

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Signed by:
Fernando Ulloa
F8F9B9D0D6A6441...
, City Manager, City of Patterson

DocuSigned by:
Clara Miramontes
0105E674429049B...
, City Manager, City of Perris

DocuSigned by:
Tanya Williams
C6076FA0328B455...
, City Manager, City of Rialto

Signed by:
Rene Mendez
0DB3CB24D17B4A1...
, City Manager, City of Salinas

Signed by:
Vibeke Norgaard
5D98B06723734F9...
, City Manager, City of Sand City

Signed by:
Lance Lippincott
103BBDBACDEB498...
, City Manager, City of Shafter

Signed by:
Johnny Ford
1E1E95947C364CB...
, City Manager, City of Stockton

DocuSigned by:
Midori Lichtwardt
5E962064124242B...
, City Manager, City of Tracy

Signed by:
Brian Saeki
4D60644EEE6E40A...
, City Administrator, City of Vernon

Signed by:
Jackie Rocco
0EF4DD1505034E8...
, City Manager, City of West Hollywood

DocuSigned by:
Robert Sawyer
E717BB5318B5486...
, City Manager, City of El Centro

Signed by:
Matthew Ballantyne
E30E183B00A6464...
, City Manager, City of Fontana

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Ordinance No. 2026-002 Second Reading – CFD 2026-1 (Second Reading).

RECOMMENDATION

Adoption of Ordinance No. 2026-002 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2026-1 (The Meadows) and Improvement Area 1-3 Therein.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Responsible Long-Range Planning

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

BACKGROUND

This matter was introduced on first reading by the Council at their March 3, 2026 meeting. By the passage of this Ordinance, the City Council authorizes the levy of special taxes within the Community Facilities District 2026-1 at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibits C-1 through C-4 to Resolution No. 2026-006.

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

ISSUES/ANALYSIS

Ordinance No. 2026-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT AND IMPROVEMENT AREA NOS. 1 THROUGH 3 THEREIN

Attachment: Ordinance No. 2026-002

ORDINANCE NO. 2026-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT AND IMPROVEMENT AREA NOS. 1 THROUGH 3 THEREIN

WHEREAS, on January 20, 2026, the City Council (the "City Council") of the City of Chino (the "City") adopted Resolution No. 2026-006 declaring its intention to form Community Facilities District No. 2026-1 (The Meadows) of the City of Chino (the "Community Facilities District") and to designate each of Improvement Areas Nos. 1 through 3 within the Community Facilities District (each an "Improvement Area," and, collectively, the "Improvement Areas") therein and incur bonded indebtedness in an aggregate principal amount not to exceed $32,000,000, consisting of not to exceed bonded indebtedness of $17,000,000 within Improvement Area No. 1, $6,500,000 within Improvement Area No. 2, $8,500,000 within Improvement Area No. 3, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2026-007 declaring its intention to incur bonded indebtedness of the Community Facilities District; and

WHEREAS, on March 3, 2026, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Community Facilities District and Improvement Area Nos. 1 through 3 therein, the proposed levy of special taxes within the Community Facilities District to finance certain public improvements, services and incidental expenses described in Resolution No. 2026-006, and to incur bonded indebtedness with respect to each Improvement Area; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District and Improvement Area Nos. 1 through 3 therein, the proposed levy of the special taxes within the Community Facilities District to finance the public improvements, services and incidental expenses described in Resolution No. 2026-006 and the proposed issuance of bonded indebtedness of the Community Facilities District with respect to each Improvement area were heard and a full and fair hearing was held; and

WHEREAS, on March 3, 2026, following the close of the public hearing, the City Council adopted a resolution establishing the Community Facilities District and Improvement Area Nos. 1 through 3 therein (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the Community Facilities District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on March 3, 2026 within each Improvement Area on three propositions relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Community Facilities District; and

WHEREAS, on March 3, 2026, a special election was held within each Improvement Area at which the qualified electors with respect to each Improvement Area approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of special taxes within each Improvement Area for the purposes described in the Resolution of Intention and the issuance of

bonded indebtedness by the Community Facilities District on behalf of each Improvement Area as described in the Resolution to Incur Bonded Indebtedness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO, ORDAINS AS FOLLOWS:

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

Section 2. By the passage of this Ordinance, the City Council authorizes the levy of special taxes within each Improvement Area at the maximum rates and in accordance with the rates and methods of apportionment set forth in Exhibits C-1 through C-4 to the Resolution No. 2026-006, which rates and methods of apportionment are incorporated by reference herein (the "Rates and Methods").

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

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

Section 5. All of the collections of the special taxes pursuant to the Rates and Methods shall be used as provided for in the Act and the Resolution of Formation. The special taxes shall be levied within each Improvement Area only so long as needed for the purposes described in the Resolution of Formation.

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

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

Section 8. This Ordinance relating to the levy of the special taxes within the Community Facilities District shall take effect 30 days following its final passage, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to perform all acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

APPROVED, SIGNED, AND ADOPTED ON THIS 24TH DAY OF MARCH, 2026.

CITY COUNCIL OF THE CITY OF CHINO

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

ATTEST:

_____
Natalie Gonzaga
City Clerk of the City of Chino

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance was duly adopted by the City Council of the City of Chino at a special meeting held on the 24 day of March, 2026, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Majestic Chino Flight, LLC – Vesting Parcel Map. No. 20561, Subdivision Improvement Agreement and Development Impact Fee Construction Credit/Reimbursement Agreement.

RECOMMENDATION

1) Approve Vesting Parcel Map No. 20561; 2) approve the Subdivision Improvement Agreement with Majestic Chino Flight, LLC, a Delaware limited liability company; 3) approve the Development Impact Fee Construction Credit/Reimbursement Agreement with Majestic Chino Flight, LLC a Delaware limited liability company for the construction of master-planned facilities associated with Vesting Parcel Map No. 20561; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Credits issued to the developer will be deducted from the actual eligible project costs once the final cost accounting has been reviewed and approved by the City Engineer and Public Works team. Upon the final acceptance of the public improvements by the City Council, staff will continue to monitor the fund balance in the appropriate Development Impact Fee Fund and begin making progress payments to the developer until the terms of the agreement are fulfilled. Each progress payment will require an appropriation of funds and therefore, each payment will be brought back to the City Council for approval.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Responsible Long-Range Planning

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

BACKGROUND

Majestic Chino Flight, LLC ("Developer") has a long-term lease with the County of San Bernardino ("County") to develop property located adjacent to the Chino Airport at the southeast corner of Flight and Remington Avenues (Exhibit A). The project site is located within a larger master-planned industrial development.

On March 20, 2023, the Planning Commission approved the Developer's applications for Site Approval, Special Conditional Use Permit, and Vesting Tentative Parcel Map No. 20561 to subdivide 56.95 acres of land into three parcels ranging in size from 3.74 acres to 46 acres. Parcel 1 is proposed to be developed with a 925,362-square-foot industrial building with loading doors facing Remington Avenue, while Parcels 2 and 3 fall within the Chino Airport Runway Protection Zone and will remain undeveloped. These two parcels will be graded and landscaped.

The applicant subsequently requested a time extension for Vesting Tentative Parcel Map No. 20561. On March 18, 2026, the Planning Commission approved the extension, allowing additional time for completion of the final map and associated agreements related to the Chino Flight project.

The Engineering Conditions of Approval (COA) for this development requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, landscape, traffic signal modification, sewer, water, and drainage improvements on Flight and Remington Avenues. To guarantee the completion of these public improvements, the Developer is required to enter into a Subdivision Improvement Agreement (SIA) (Exhibit B) and obtain the necessary securities for the improvements. All required improvements shall be constructed at the sole cost and expense of the Developer.

Additionally, certain required public improvements are master-planned facilities identified in the City's Preserve Development Impact Fee ("DIF") program. The DIF Ordinance provides that when, as a condition of approval for a development project, a developer constructs a public facility identified in the DIF Nexus and Calculation Report, the developer may be eligible to receive reimbursement and/or fee credits toward the applicable DIFs imposed on the development project. Accordingly, a Construction Credit and Reimbursement Agreement is required.

ISSUES/ANALYSIS

The requirements established at the time of tentative map approval will be satisfied through execution of the SIA for Vesting Parcel Map No. 20561, along with the posting of the required securities to guarantee completion of the public improvements.

Upon final acceptance of the public improvements, the Developer will submit supporting documentation to the City. The City Engineer and Public Works Team will review the final accepted "as-built" plans, specifications, and supporting documentation to determine which costs are eligible for DIF credit and/or reimbursement in accordance with the terms of the DIF Construction Credit and Reimbursement Agreement (Exhibit C). Once the final cost accounting is approved, staff will return to the City Council to request appropriation of funds necessary for progress payments and to apply the approved DIF credits issued to the Developer for Vesting Parcel Map No. 20561 until all obligations under the agreement have been fulfilled.

Attachments: Exhibit A - Location Map

Exhibit B – Subdivision Improvement Agreement (SIA)
Exhibit C - Construction Credit & Reimbursement Agreement

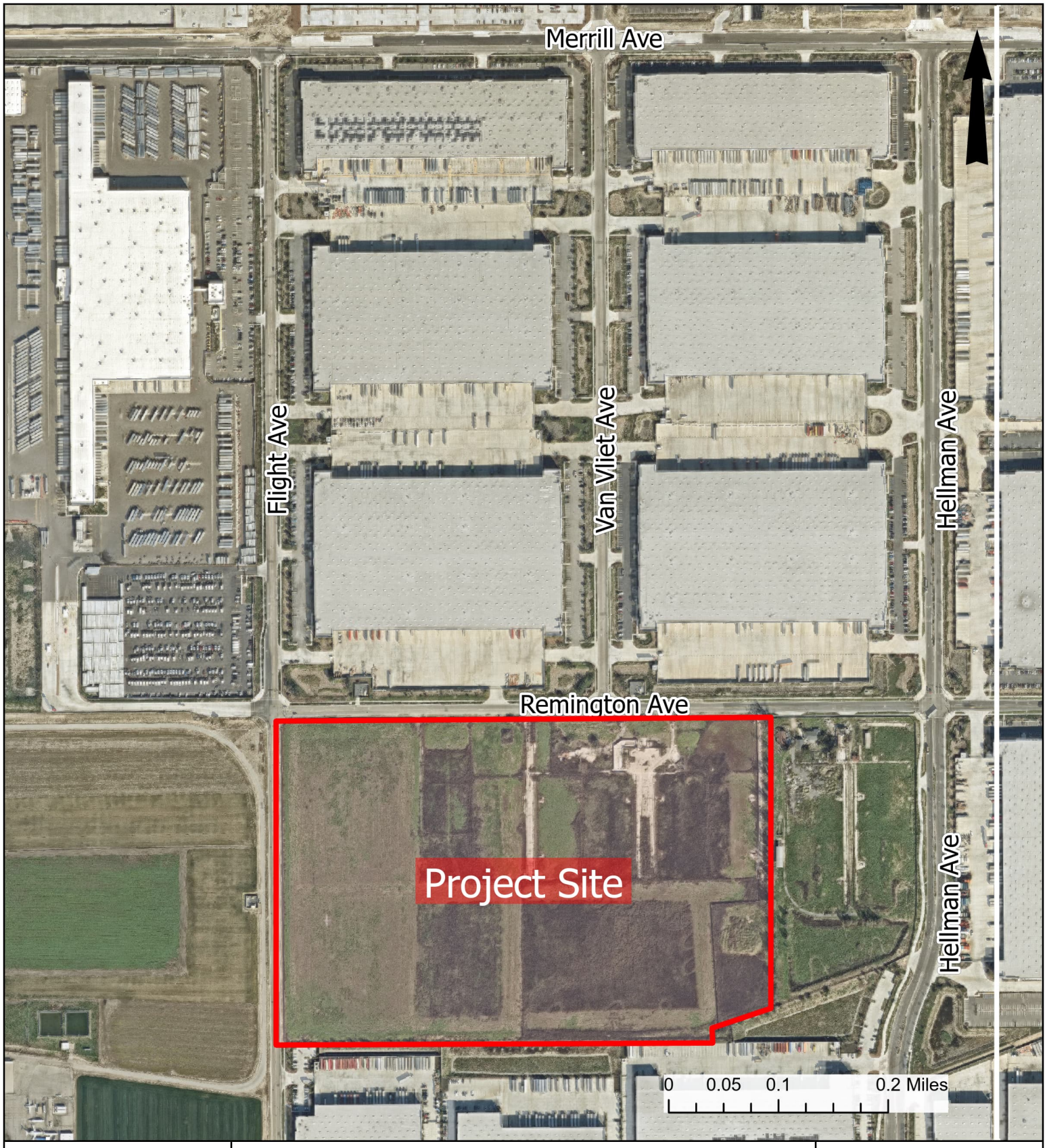


Exhibit A - Vicinity Map

Parcel Map No. 20561



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

MAJESTIC CHINO FLIGHT, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

MAJESTIC CHINO FLIGHT, LLC

Agreement Date: March 24,2026

Subdivider Name: Majestic Chino Flight, LLC, a Delaware limited liability company

Subdivision Description: Subdivider has a long-term ground lease with San Bernardino County ("Owner") to develop the property located adjacent to the Chino Airport at the southeast corner of Flight and Remington Avenues. The Project site is located within a larger master planned industrial development. On March 20, 2023, the Planning Commission approved the Subdivider's applications for Site Approval, Special Conditional Use Permit, and Vesting Tentative Parcel Map No. 20561 to subdivide approximately 56.95 acres of land into three parcels ranging in size from approximately 3.74 acres to approximately 46 acres. Parcel 1 is proposed to be developed with a 925,362 square foot industrial building with loading doors facing Remington Avenue while Parcels 2 and 3, fall within the Chino Airport's Runway Protection Zone and will not include any buildings. As of the date the Owner executes this Subdivision Improvement Agreement, Subdivider and Owner have not entered into this ground lease referenced above, but shall do so, and the ground lease shall be in effect, prior to Subdivider's commencement of construction.

Vesting Tentative Parcel Map No.: 20561

Estimated Total Cost of Improvements: $1,696,700.00

Estimated Total Cost of Monumentation: $5,558.40

Security:

Bond No.: _____

Surety: _____

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Majestic Chino Flight, LLC c/o Majestic Realty Co., Manager's agent Attention: Ed Konjoyan, Senior Vice President 13191 Crossroads Parkway North 6th Floor City of Industry, CA 91746 562-692-9581 ekonjoyan@majesticrealty.com
CITY PROJECT INSPECTOR	**OWNER:**
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	San Bernardino County Attention: Terry W. Thompson, Director, Real Estate Services Department 385 North Arrowhead Ave San Bernardino, CA 92415 (909) 387-5104 Terry.Thompson@res.sbcounty.gov

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 24th day of March, 2026, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Majestic Chino Flight, LLC, a Delaware limited liability company (Subdivider").

RECITALS

A. Subdivider has obtained approval of a subdivision map identified as Vesting Tentative Parcel Map No. 20561, (the "Map"), to subdivide approximately 56.95 acres located at the southeast corner of Flight and Remington Avenues in the City of Chino, County of San Bernardino, State of California (the "Property"), the Map and Property are as depicted 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 (as agreed to by the signature of San Bernardino County, the "Owner" of the Property) 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 the Map 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 and pursuant to the agreed upon engineer's estimate thereof (the "Works of Improvement"), as the same may be supplemented and revised from time to time as

set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $1,696,700.00.

1.2. Other Obligations Referenced in Conditions of Vesting 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 the Map 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 use its reasonable discretion to order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed reasonably necessary or desirable by the City Engineer as determined reasonably 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 shall 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 prior to City Acceptance, and after Final Acceptance as required by Section 7 below.

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 reasonably 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 on June 17, 2022, when the time the Vesting Tentative Parcel Map submittal was deemed complete. 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 recommend acceptance of the Works of Improvement by the City Council. Final acceptance shall occur on the date the City Council accepts the Works of Improvement ("Final Acceptance"), and shall not constitute a waiver by the City Engineer of defective work subsequently discovered. The City Engineer and the City shall not unreasonably withhold, condition or delay their acceptance of the Works of Improvement.

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

1.16. Vesting of Ownership. Upon Final Acceptance by City, ownership of the Works of Improvement located within the City streets and easements shown on the Map described in Recital B shall vest in the City. Owner consents to this provision.

1.17. Subdivider's Obligation to Warn Public During Construction. Until Final Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvement and shall take reasonable actions to protect the public from such dangerous condition. Until Final 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 Final Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvement. Subdivider shall replace or repair all Works of Improvement which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the Final 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.

Notwithstanding the foregoing, neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause but except for their sole negligence or intentional wrongful act, occurring to the Works of Improvement prior to Final Acceptance of the Works of Improvement.

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 within one (1) year 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 reasonable 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. If City's control and regulation of the phasing of specific Works of Improvement hinders Subdivider's ability to timely complete the

Works of Improvement and Subdivider is able to document such impact to the City in writing, subject to the City Engineer's reasonable written approval, the deadlines specified in Section 2.1 shall be extended for time period(s) coterminous with the period of delay caused by City's control and regulation of the phasing. 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 Certificate(s) of Occupancy on the Property until such phasing requirements are satisfied. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a reasonable determination by the City Engineer, completion of specific Works of Improvement 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 anything in this Agreement to the contrary, Subdivider's time for performance of its obligations shall be extended for the period of any delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, fires, natural disasters, acts of God, acts of the public enemy, strikes, lockouts, riots, epidemics, pandemics, quarantine restrictions, freight embargos, acts or failures to act of a public agency (including City), changes to the scope or phasing of work required by City, and similar causes; provided, however, that the period of any delay hereunder shall not include any period longer than ten (10) 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 Subdivider's performance.

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 Improvement.

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 solely based upon the provisions of Section 4.2 and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,696,700.00, which is 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 of $848,400.00, which is equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $ 5,558.40 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 $169,700.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that 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, which shall not be unreasonably withheld, conditioned or delayed, 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 in the event of such expiration or failure, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall reasonably 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 reasonably acceptable to City as of the date of delivery of the replacement letter of credit. Notwithstanding anything herein to the contrary, prior to City's draw on any such letter of credit, City

shall provide Subdivider with ten (10) days' written notice of its intent to draw on the 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 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 the earlier of: 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 reasonable costs, 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 accordance with state law, in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all of its costs reasonably incurred for design, plan check, and evaluating any proposed or agreed-upon changes in the Works of Improvement. The procedures for deposit and payment of such fees shall be as reasonably 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 in effect as of June 17, 2022 when the Map submittal was deemed complete.

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. City shall use good faith efforts to promptly accept all offers 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 within said one (1) year period, due to any reason other than improper maintenance, any of the Works of Improvement should fail or prove defective 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 thirty (30) days after written notice of such defects, subject to force majeure, 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 and diligently prosecuted to completion. Should Subdivider fail to commence to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City shall provide notice to Subdivider that it will commence such repairs and replacements, may thereafter make such repairs and replacements, and the reasonable 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 thirty (30) 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 120 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, after the giving of notice and expiration of applicable cure period.

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 actual cost of completing the required improvements. The City may use the sums provided by the securities, pursuant to the terms of this Agreement, for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any failure to perform its obligations under this Agreement, and the same results in a default in accordance with the last sentence of this Section 8.2, Subdivider authorizes the City to (i) perform the obligation for which Subdivider is in default and agrees to pay the entire reasonable cost of such performance by the City, and (ii) 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. Notwithstanding any provision of this Agreement to the contrary, Subdivider shall not be in default under this Agreement unless and until City provides written notice of any failure of Subdivider to perform its obligations hereunder to Subdivider and to Subdivider's surety, and such failure shall continue for thirty (30) days after Subdivider and Subdivider's surety receive City's written notice, provided that, if more than thirty (30) days are reasonably required to cure the such failure to perform, then such thirty (30) day period shall be extended for such longer period of time as Subdivider reasonably requires to cure the failure to perform so long as Subdivider commences cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of

remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement after giving of notice and expiration of applicable cure periods, Subdivider agrees to pay all reasonable 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 or City'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 each case due to Subdivider's failure to properly perform Subdivider's obligations under 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 third party claims, demands and causes of action, as well as any and all liability or loss of any sort resulting from such claims, demands and causes of action, because of, or arising out of, acts or omissions) of Subdivider, its agents, employees, contractors and subcontractors resulting in the failure of Subdivider to properly perform its obligations under this Agreement, except to the extent such claims, demands, causes of action, liability or loss are attributable to the sole negligence or intentional wrongful act of the City, its officials, boards, commissions, the members thereof, agents and employees, including all third party claims, demands, causes of action, as well as all liability or loss resulting from such third party claims, demands, and causes of action, because of or arising out of, in whole or in part, the design or construction of the Works of Improvement by or for the benefit of Subdivider. 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 Works of Improvement 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 in each case constituting Works of Improvement. Final Acceptance of the Works of Improvement 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, except to the extent of any negligent action or inaction taken or intentional wrongful act by the City in approving the Plans or Map.

After Final Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect of any Works of Improvement for a period of one (1) year following such recordation. Notwithstanding any provision of this Section 9 to the contrary, Subdivider shall (i) not be responsible for routine maintenance and (ii) have no obligation to indemnify, defend or hold harmless any indemnified party from any claims, demands, causes of action, liability or loss if the same arises due to the sole negligence or intentional wrongful act of the City or any other indemnified party. Clause (ii) in the preceding sentence in no way changes the exculpation of the City for liability pursuant to the last sentence of the preceding paragraph. The Security Instruments shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all reasonable 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. Subdivider's indemnity obligations specified in this Section shall automatically terminate one (1) year after Final Acceptance.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any third party 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 or any other indemnified party. 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 reasonably 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 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' protective;

(iii) Blanket contractual liability;

(iv) Completed operations; and

(v) Products liability.

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

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

(ii) 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 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 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 and Owner, as applicable, shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference.

12.2. Subdivider and Owner, as applicable, shall, promptly after acquiring actual knowledge of the same, give written notice to City of:

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

(b) 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

(c) Subdivider's or Owner's discovery, as applicable, 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. Owner 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 assigned 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 the interest 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. Notwithstanding anything to the contrary in this Agreement, Subdivider's indemnity and other obligations specified in this Agreement shall automatically terminate one (1) year after the Final Acceptance, with no litigation filed by any third party before the expiration of this one-year period, and if any such litigation is so filed, then the applicable provisions shall continue in force only with respect to such filed litigation until finally resolved.

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. Notwithstanding the foregoing, Subdivider has vested rights created in connection with the City's approval of Vesting Tentative Parcel Map No.: 20561.

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 City's and Subdivider's performance of all of its respective obligations under this Agreement.

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

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

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

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

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

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

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

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

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

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally

bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City, Owner 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

Dated: _____

APPROVED AS TO CONTENT:

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

Dated: _____

MAJESTIC CHINO FLIGHT, LLC,
a Delaware limited liability company

By: MAJESTIC REALTY CO.,
a California corporation

Its: Manager's Agent

By: _____
(Name and Title)

Dated: _____

SAN BERNARDINO COUNTY

_____
Dawn Rowe
Chair, Board of Supervisors

Dated: _____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

CITY OF CHINO

_____
Dr. Linda Reich, City Manager

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

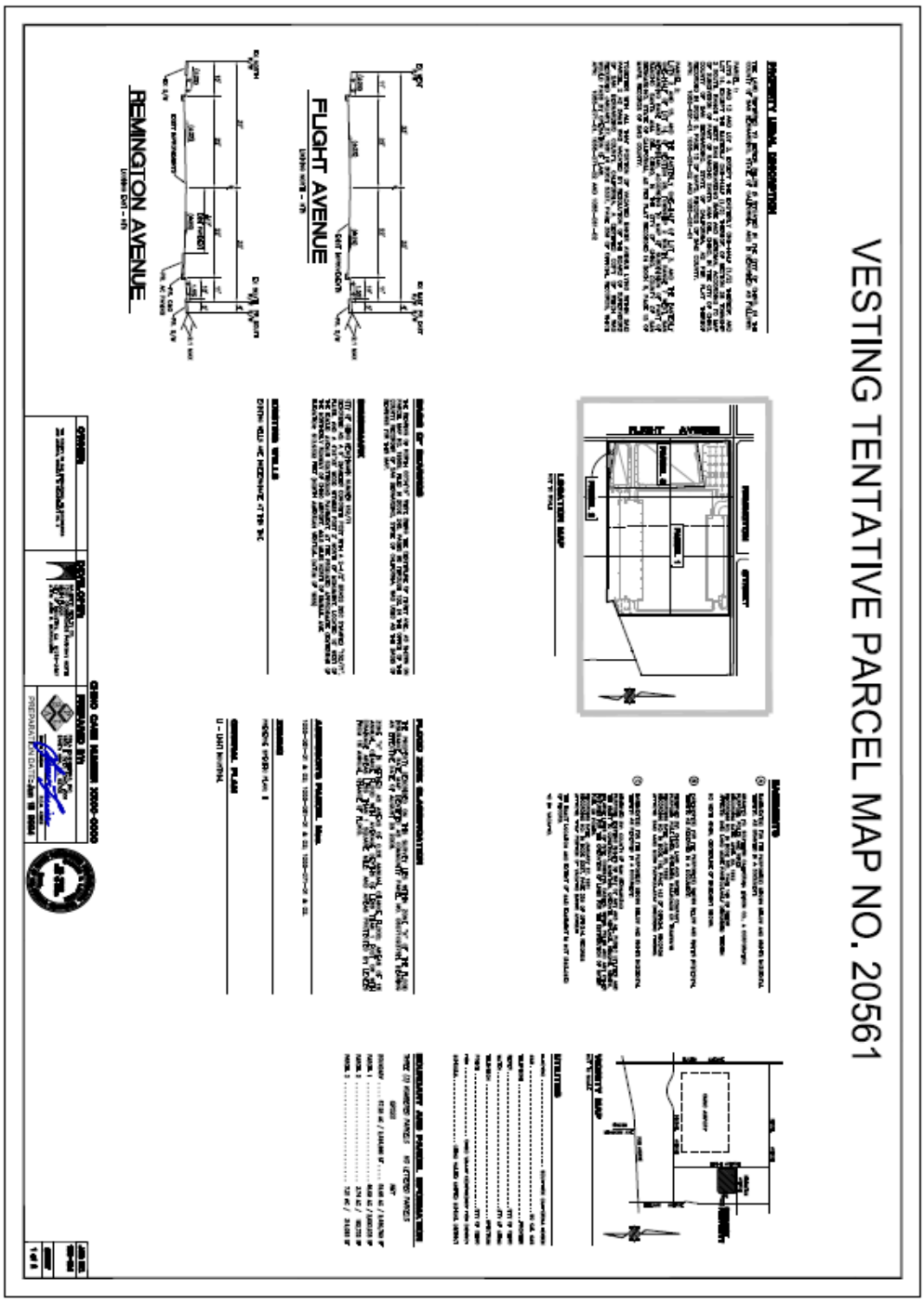
☐ Other: _____

Signer Is Representing: _____

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EXHIBIT "A"

VESTING TENTATIVE PARCEL MAP



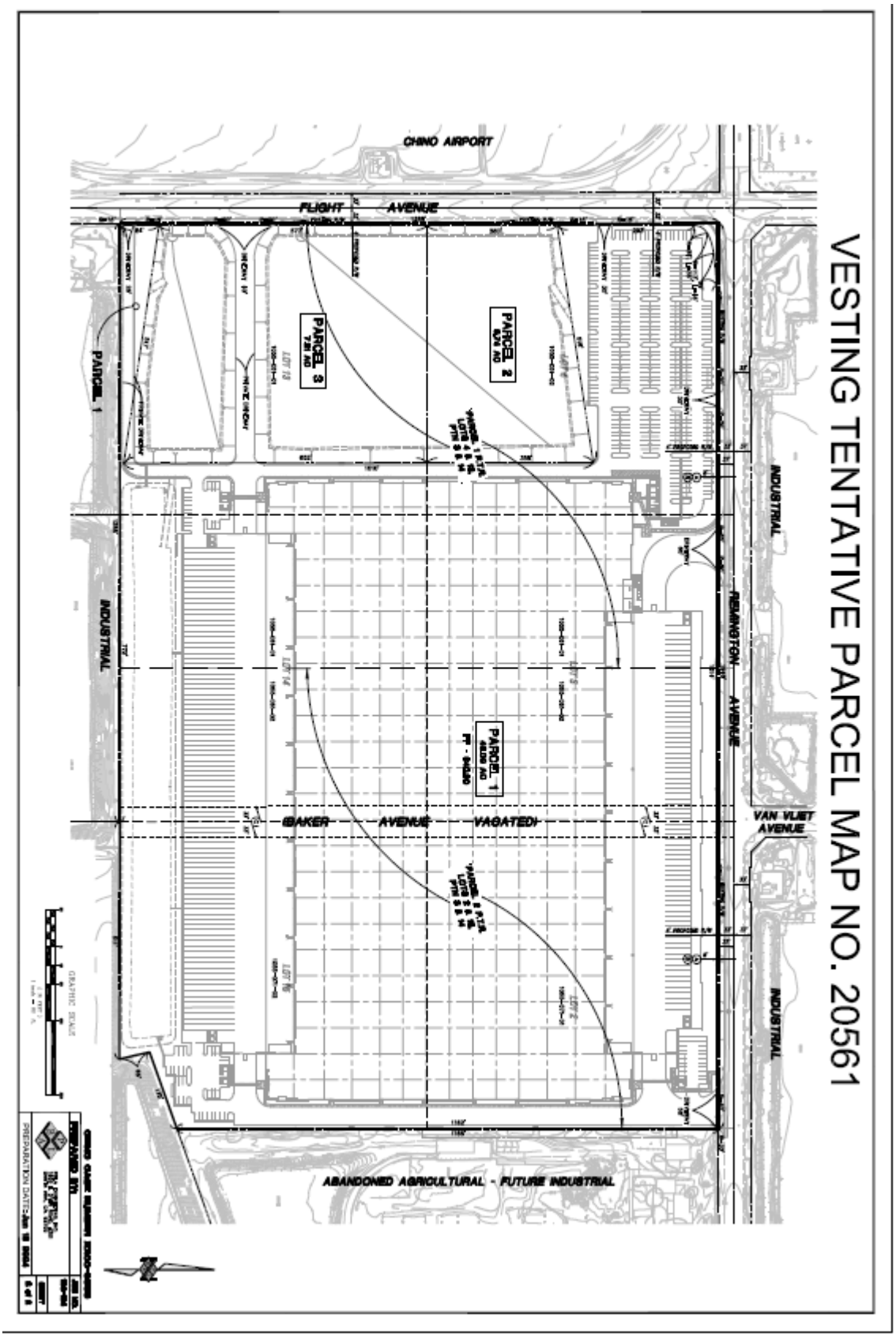

VESTING TENTATIVE PARCEL MAP NO. 20561
CHINO AIRPORT
FLIGHT AVENUE
PARCEL 1
PARCEL 2
PARCEL 3
INDUSTRIAL
REMINGTON AVENUE
VAN VLIET AVENUE
BAKER AVENUE VACATED
ABANDONED AGRICULTURAL - FUTURE INDUSTRIAL

EXHIBIT "B"

PARCEL MAP 20561 WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All 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 City-approved construction plans.

E. Sanitary sewers constructed as shown on the City-approved, engineered plans.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the City-approved construction plans.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut the project site.

H. A street lighting system (City-owned) in accordance with the City-approved construction plans.

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 City-approved construction plans.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance the City-approved construction plans.

L. Street signs at intersections per the City-approved construction plans.

M. Installation of approved landscaping (plants and materials) per the City-approved construction plans.

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the reasonable opinion of the Director of Public Works or her designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes as required by Section 1.6 of the Agreement.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 325.00	$ -
310	CY	AC Pavement Removal	$ 100.00	$ 31,000.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
33503	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ 33,503.00
2067	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 53,742.00
	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	$ -
14200	SF	4" PCC Sidewalk	$ 5.80	$ 82,360.00
	SF	6" PCC Thick Drive Approach on 6" AB	$ 12.50	$ -
5272	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ 79,080.00
	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 (148 LB/CF)	$ 130.00	$ -
833	TON	AC Variable - >300T	$ 120.00	$ 99,960.00
	TON	CAB Variable - <300T	$ 100.00	$ -
869	TON	CAB Variable - >300T (135 LB/CF)	$ 90.00	$ 78,210.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ -
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ -
5	EA	Street Light (City Owner)	$ 7,700.00	$ 38,500.00
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	$ -
	LF	Signing & Striping for		
		Arterial	$ 19.00	$ -
		Collector	$ 13.00	$ -
3335		Local	$ 7.00	$ 23,345.00
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
1	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ 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: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
25000	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ 375,000.00
	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	$ -
3	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 12,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -

STREETS				
		STREET SUBTOTAL		$ 988,200.00
1	LS	Mobilzation (5% of Construction Cost)	5%	$ 49,410.00
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 49,410.00
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 49,410.00
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 49,410.00
		GRAND TOTAL STREETS ONLY		**$ 1,185,840.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
1142	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ 154,170.00
	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	$ -
2	EA	12" Gate Valve	$ 4,500.00	$ 9,000.00
	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	$ -

WATER				
		WATER SUBTOTAL		$ 163,170.00
1	LS	Mobilzation (5% of Construction Cost)	5%	$ 8,158.50
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 8,158.50
		GRAND TOTAL WATER ONLY		**$ 179,487.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

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

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
51	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ 4,743.00
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
1	EA	Sewer Saddle	$450.00	$ 450.00
	EA	Wyes 4" x 8" Typical	$225.00	$ -
1	EA	48" Sewer Manhole	$4,700.00	$ 4,700.00
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -

SEWER				
		SEWER SUBTOTAL		$ 9,893.00
1	LS	Mobilization (5% of Construction Cost)	5%	$ 494.65
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 494.65
		GRAND TOTAL SEWER ONLY		**$ 10,882.30**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
2	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ 8,000.00
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
2	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ 15,800.00
	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	$ -
10	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ 2,000.00
	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: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

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	$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 680.00	$ -

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,800.00
1	LS	Mobilization (5% of Construction Cost)	5%	$ 1,290.00
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 1,290.00
		GRAND TOTAL STORM DRAIN ONLY		**$ 28,380.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 1,185,840.00
		GRAND TOTAL WATER ONLY		$ 179,487.00
		GRAND TOTAL RECYCLED WATER ONLY		$ -
		GRAND TOTAL SEWER ONLY		$ 10,882.30
		GRAND TOTAL STORM DRAIN ONLY		$ 28,380.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 1,404,589.30

PROJECT ADDITIVES		*Project Contingencies*	10%	*$ 140,458.93*
		Construction Staking	3%	*$ 42,137.68*
		Soils Testing	1%	*$ 14,045.89*
		Material Testing	1%	*$ 14,045.89*
		Construction Inspection	4.8%	*$ 67,420.29*
		Contract Administration	1%	*$ 14,045.89*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$ 1,696,743.87*

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20561

LOCATION : Flight Ave @ Remmington

By: PBLA

DATE: 11/28/2023

Quantity	Unit	Item	Unit Price	Total Cost Per Item

BY ENGINEER

Prepared By: Steve Levisee

R.C.E. Number: 45926

Expiration: 12/31/2024



BY CITY

Faithful Performance Bond (100% of Construction Cost)	$	1,696,700.00
Labor & Material Bond (50% of Construction Cost)	$	848,400.00
Warranty Bond (10% of Construction Cost)	$	169,700.00

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

PARCEL MAP NO. 20561

DATE: February 17, 2023 PC MEETING DATE: March 20, 2023

PROJECT DESCRIPTION: Develop 1 light industrial building in the Preserve Specific Plan area.

PROJECT LOCATION: 8711 Remington Avenue

APPLICANT: Majestic Realty Co. PROJECT ENGINEER: Felicia Marshall

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

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.

1.3 Make the following dedications:

Street Name	Distance from C/L	Direction From C/L
Remington Avenue	37 feet	South
Flight Avenue	37 feet	East

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.4 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.

1.5 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.

1.6 The developer is responsible for the continued operation and maintenance of perimeter streetlights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to establish an association for the continued operation and maintenance of above improvements. The alternative is to annex the properties into the Preserve Master Maintenance Corporation (PMMC) or other association acceptable to the Director or cover the obligations in the CC&R's.

1.7 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.

1.8 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.9 Comply with all applicable requirements of the City Municipal Code.

1.10 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. sidewalks/walks
   ii. curb ramps
   iii. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
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.

1.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

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

2.1 Record Parcel Map No. 20561 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 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.

2.4 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.

2.5 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.6 Design a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that

is tributary to the City's main sewer. In addition, design a sampling Wye on a stubbed-out sewer lateral connection into the main sewer for each industrial building in this development.

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.)

	Remington	Flight
Curb & Gutter (Offset from Centerline)	22’	22’
Sidewalk (Width)	5’	5’
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	20’	20’
Asphalt Concrete Overlay		
Street Lights	X	
Median Island and Landscaping		
Parkway Landscaping	X	X
Striping and Traffic Controls	X	X
Traffic Signal Interconnect		
Conduit System for CATV	X	X
Sewer		X[1]
Storm Drain		
Domestic Water		
Recycled Water		
Fire Hydrants as required by CVIFD	X	X
Other: Class II On-Street Bike Path	X	X
Other: Modify Traffic signal at Remington and Flight	X[2]	X[2]

[1] The City will require a smart cover lid to be installed at the manhole on Flight, near Kimball.

[2] The traffic signal modification is detailed in more detail in 2.23.

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 Developer shall prepare Improvement plans for Remington Avenue and Flight Avenue consistent with the DRC approved plans, and include new lane configurations, appropriate transitions, modified lane configurations, utility locations, etc. to the satisfaction of the City Engineer.

Street Improvements shall be required for the southerly half of Remington Avenue, from Flight to the easterly property boundary in accordance with City of Chino standards. Street Improvements shall include, but not be limited to the following: required roadway grading, installation of paving, curb and gutter, sidewalk, parkway landscaping and irrigation, street lights, utility relocations and other improvements to the satisfaction of the City Engineer.

Along Flight Avenue, any existing curb and gutter that is damaged and/or cracked shall be removed and replaced at the direction of the City Engineer. Improvements along Flight Avenue to include

sidewalk, parkway landscaping and irrigation, and utility relocations to the satisfaction of the City Engineer.

Signing and Striping plans shall be submitted for plan check, review and approval.

"No Stopping Anytime (NSAT) zones" shall be established along the property frontages for both Remington Avenue and Flight Avenue to the satisfaction of the City Engineer. The NSAT zones shall be shown and implemented on the Signing and Striping Plans.

On-Site Signing and Striping shall be in compliance with CA MUTCD; to include standard sign application including size, shape & color.

2.10 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.

2.11 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). DIF will be based on the fee schedule in place on June 17, 2022, which is the day the application was deemed to be complete. SFDF is a pass-through fee to IEUA and the amount due will be determined by IEUA. The actual amount of fees due to the City for all other fees 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 sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

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. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.

2.20 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals modified at Remington and Flight until such time the improvements are accepted by the City.

2.21 Comply with all requirements of the Traffic Impact Analysis (TIA) dated December 23, 2022 and approved January 18, 2023 including participation in fair share contributions per Table 1-3, "Summary of Improvements and Rough Order of Magnitude Costs" on page 14.

2.22 Traffic signals shall be designed to the satisfaction of the City Traffic Engineer at the following locations:

1. Flight Avenue and Remington Avenue – The existing signal and cabinets at the SE corner will need to be modified for the new design. Additional right-of-way will be required to accommodate these improvements. The curb at the NE corner will be modified for truck traffic. This will require new accessible ramps at the NE corner. If needed, the signals may need to be modified, depending on the design. The signal work at this intersection is not DIF eligible.

   Verify and update interconnect plans as necessary to satisfaction of the City Traffic Engineer to accommodate project frontage improvements. Conduit may need to be relocated or protected in place during construction of frontage improvements.

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 2.6 and 2.7 above (per Resolution No. 88-23).

3.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Municipal Code, Chapter 13.32.

3.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

3.4 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

3.5 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 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.

4.3 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.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

PARCEL MAP NO. 20561

PROJECT ENGINEER: Felicia Marshall

DATE: 2/10/2023

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

EXHIBIT "C"

PARCEL MAP 20561

ENVIRONMENTAL WARRANTY

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

1. To Subdivider's and Owner's actual knowledge, (i) neither the property to be dedicated nor Subdivider/Owner are in violation of any environmental law with respect to the property shown in Vesting Tentative Parcel Map 20561, and (ii) neither the property to be dedicated nor the Subdivider/Owner 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. The actual knowledge qualifier, as used in Sections 1 and 2 of this Exhibit C, in no way limits Subdivider's and Owner's liability under applicable environmental law.

2. Neither Subdivider or Owner, nor, to Subdivider's and Owner's actual knowledge, 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 and Owner have 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 or in close proximity to the property to be dedicated, except in compliance with all applicable environmental laws.

4. Owner'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, except in compliance with all applicable environmental laws.

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

Subdivider and Owner, 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 and Owner'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 or Owner to the City of Chino. Notwithstanding the above, the sufficient knowledge or expertise of the signator for Owner means the actual present knowledge of Terry Thompson, Director, Real Estate Services Department, who is the person most knowledgeable on this matter on behalf of Owner.

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

Dated: _____

SUBDIVIDER*

By: _____

OWNER*

By: _____
Dawn Rowe
Chair, Board of Supervisors

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

Contract No.: _____

Approval Date: _____

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT

THE PRESERVE DEVELOPMENT IMPACT FEE PROGRAM

PARCEL MAP NO. 20561

This CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 24th day of March 2026 ("**Effective Date**"), by and between CITY OF CHINO**,** a California municipal corporation ("**City**"), and Majestic Chino Flight, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are sometimes hereinafter referred to individually as "**Party**" and jointly as "**Parties**".

RECITALS

A. Developer has a long-term lease with the County of San Bernardino ("County") to develop the property located adjacent to the Chino Airport at the southeast corner of Flight and Remington Avenues as depicted on Exhibit A ("**Project**"). The Project site is located within a larger master planned industrial development. On March 20, 2023, the Planning Commission approved the Developer's applications for Site Approval, Special Conditional Use Permit, and Vesting Tentative Parcel Map No. 20561 to subdivide 56.95 acres of land into three parcels ranging in size from 3.74 acres to 46 acres. Parcel 1 is proposed to be developed with a 925,362 square foot industrial building with loading doors facing Remington Avenue while Parcels 2 and 3, fall within the Chino Airport's Runway Protection Zone and will remain undeveloped.

B. Developer has requested from City certain entitlements and/or permits for the Project, and City has granted the entitlements and/or permits subject to certain conditions of approval provided on Exhibit B which will require certain public improvements to be constructed ("**Conditions of Approval**").

C. The Conditions of Approval also require Developer to pay Development Impact Fees ("**DIFs**"), as established in Chapter 3.45 of the Chino Municipal Code ("**DIF Ordinance**"). The DIFs have been established by City to finance public facilities in furtherance of the goals and objectives of City's general plan, various facility master plans, capital improvement plans, and the nexus reports described in the DIF Ordinance ("**Nexus Reports**").

D. Pursuant to the DIF Ordinance and the Conditions of Approval, Developer owes DIFs for the Project.

E. The Conditions of Approval require Developer to construct certain public improvements which are included in the City's Nexus Reports. Developer has agreed to construct those certain public improvements as required by the Conditions of Approval which are specified on Exhibit C ("**Public Improvements**").

F. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a development impact fee is imposed, Developer shall be eligible to receive a fee credit toward the DIFs imposed on the Project for the same type of public facility so constructed, and shall be entitled to reimbursement for eligible costs of constructing the public facility, provided that developer complies with the requirements of the DIF Ordinance in effect on June 17, 2022 when the time the Vesting Tentative Parcel Map submittal was deemed complete. The DIF Ordinance specifically requires that the developer and City enter into a credit and reimbursement agreement.

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

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

AGREEMENT:

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

2. Construction of Public Improvements. Unless extended by a written extension executed by the Parties, prior to the issuance of a certificate of occupancy for the Project, Developer shall construct or have constructed, at its own cost and expense, the Public Improvements in accordance with the Plans and Specifications and the provisions of this Agreement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Public Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Public Improvements until all plans and specifications for the Public Improvements have been submitted to and approved in writing by City ("**Plans and Specifications**"). Approval by City shall not relieve Developer from ensuring that all Public Improvements conform to all applicable laws, ordinances and regulation under California and federal law.

2.2 Permits and Notices. Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.

2.3 Public Works Requirements. Developer shall ensure that the bidding, awarding, and construction of the Public Improvements are undertaken as if such Public Improvements were constructed as a public works project under the direction and authority of City, pursuant to all provisions of law applicable to governmental entities. Developer shall also comply with the requirements of City's Bidding and Contract Requirements For Public Improvements Policy, as adopted by City Council, hereby incorporated by reference and made a part of hereof (as may be amended from time to time).

(a) Prior to soliciting or awarding the bid for any portion of the Public Improvements, Developer shall submit the bid packet and a set of construction drawings signed by Developer or another authorized representative designated by Developer for the work being bid to City Engineer or his or her designee for review and approval, which approval shall be granted or denied within fifteen (15) calendar days after submission of such bid packet. If City Engineer denies approval of such bid packet and construction drawings, City Engineer shall specify the reasons for such disapproval and Developer shall resubmit a revised bid packet for review and approval until such approval is obtained.

(b) Developer, or its General Contractor (defined below), shall obtain bids for the construction of the Public Improvements in a manner which has been approved by City Engineer. Developer shall provide City Engineer with copies of all bids received from California licensed contractors and a bid summary in a form approved by City Engineer to assure that the contractor/subcontractors adhere to the applicable legal requirements for public works projects. The contract or contracts for the construction of the Public Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Public Improvements. Developer or its General Contractor, as applicable, shall enter into a construction contract with each contractor selected to perform work on the Public Improvements (after competitive bidding as set forth above), (each, a "**Construction Contract**") for the performance of the work set forth in the selected bid, and the terms of each Construction Contract entered into by Developer and each contractor/subcontractor shall be reasonably acceptable to City Engineer. Developer or its General Contractor shall submit to City a copy of each executed Construction Contract for the Public Improvements within fifteen (15) days after execution thereof.

(c) Developer's general contractor for the construction of the Public Improvement ("**General Contractor**") shall pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and otherwise comply with applicable provisions of the Labor Code, the Government Code, the Civil Code, and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise reasonably directed by City Engineer.

(d) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Public Improvements which they will construct in conformance with Section 5 of this Agreement.

2.4 Standard of Performance. Developer and its contractors shall perform all work required, constructing the Public Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.5 Alterations to Public Improvements. All work shall be done and the Public Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to administratively approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications, in which case within five (5) business days thereafter City shall provide Developer with a detailed explanation for such disapproval. Any and all alterations in the Plans and Specifications and the Public Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

2.6 Force Majeure. Developer agrees that the time within which it shall be required to perform any act under this Agreement shall not be extended except as follows: (i) Developer is delayed by City (including, without limitation, restrictions on priority, initiative or referendum, or moratoria), in which case Developer shall provide written notice to City specifically describing the nature and extent of

the delay caused by City and Developer's detailed efforts to avoid such delay, which references this Section and deliver such notice within twenty (20) days of discovering such delay, and Developer's obligations shall be extended for such time as City reasonably deems warranted as a result of the delay if and only if Developer provides such written notice to City within such time; or (ii) Developer is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, processing with any governmental agencies, unusually severe weather, or any other similar causes beyond the control of Developer or without the fault of Developer. An extension of time for any such cause shall be for the period of the enforced delay equal to the number of days during which Developer's performance was delayed and shall commence to run from the time of the commencement of the cause, if written notice by Developer claiming such extension is sent to City within twenty (20) days of knowledge of the commencement of the cause.

3. Security; Surety Bonds. Prior to the commencement of any work on the Public Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at City's request, in lieu of surety bonds, a letter of credit or letters of credit issued by a banking institution with a rating to be reasonably approved by City and in the form and upon terms reasonably approved by City ("**Security**"). The amount of the Security shall be based on the estimated actual costs ("**Estimated Costs**") to construct the Public Improvements, as reasonably determined by City after Developer has awarded a contract for construction of the Public Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its sole and absolute discretion, that the Estimated Costs have materially changed, Developer or its contractor shall adjust the Security in the amount requested by City. Providing the Security shall not release Developer of its indemnification obligation in Section 4.

3.1 Performance Bond. To guarantee the construction of the Public Improvements and faithful performance of all the provisions of this Agreement, to protect City if Developer is in default as defined in Section 14, and to secure the Warranty of the Public Improvements pursuant to Section 10, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default of this Agreement.

3.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after the date City accepts the Public Improvements, provided there are no outstanding stop payment notices.

3.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer and its contractor or the surety shall secure the reasonable costs, expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

4. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged third party claims, demands and causes of action, as well as any and all liability, loss, damage, or injury to property or persons, including wrongful death, resulting from such claims, demands and causes of action, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Developer in each case in connection with Developer's failure to properly perform its obligations under this Agreement ("**Claims**"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonably incurred attorneys' fees, and related costs or expenses incurred by City, its elected officials, employees and/or agents, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs reasonably incurred by each of them. This indemnification excludes only such portion of any Claim which is caused by the negligence or willful misconduct of City or any other indemnified party, as determined by a court or administrative body of competent jurisdiction. Developer's obligations under this Section 4 shall terminate at the conclusion of the Warranty, as provided in Section 10, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

5. Insurance.

5.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("**Required Insurance**"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

5.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

5.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

5.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

5.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

5.2 Deductibles. Any deductibles or self-insured retentions must be declared on the evidence of insurance provided to the City.

5.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard

separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

5.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

5.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin.

5.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall, to the extent available from commercially reasonable insurance providers, be endorsed to provide that the Required Insurance shall not be canceled without thirty (30) days' prior written notice to City, except for ten (10) days' notice for non-payment of premium.

5.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

6. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of, and shall exercise no control over, the Public Improvements until such Public Improvements are accepted by City. Developer shall have no obligation to make the Public Improvements available for public use at any time before the Public Improvements are accepted by City. Any use by any person, other than employees, agencies or representatives of City, of the Public Improvements, or any portion thereof, that causes damage to the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Public Improvements in a state of good repair until they are completed by Developer and accepted by City. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may, upon written notice and Developer's failure to remedy as provided in Section 14, do all work necessary for such maintenance, and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees, and/or agents.

7. City Inspection of Public Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. Developer shall give notice to City when the construction of all or a portion of the Public Improvements is complete. Upon receiving such notice, City may inspect the Public Improvements and request any modifications or corrections as may be deemed reasonably necessary by City Engineer, in his or her sole discretion, to bring the Public Improvements into conformity with the Plans and Specifications, including any approved revisions thereto. Developer or Developer's contractors shall make all such modifications and corrections requested by City Engineer.

8. **Liens**. Developer shall not permit any liens to be filed against the Public Improvements and indemnifies City with respect to any such liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Public Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the Public Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm, or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

9. **Acceptance of Improvements; As-Built or Record Drawings**. If the Public Improvements are completed by Developer in accordance with the Plans and Specifications, as determined by City Engineer, City shall be authorized to accept the Public Improvements, and shall promptly accept the Public Improvements. City may, in its reasonable discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of San Bernardino a notice of completion for the accepted Improvements in accordance with California Civil Code Section 9204 ("**Notice of Completion**"), at which time the accepted Public Improvements shall become the sole and exclusive property of City without any payment therefor. Notwithstanding the foregoing, City may not accept any Public Improvements (or the applicable portion thereof) unless and until Developer provides either two (2) sets or an electronic set (as dictated by the City) of "as-built" or record drawings or plans to City for all such Public Improvements (or the applicable portion thereof). The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

10. **Warranty and Guaranty**. Developer warrants and guarantees all the Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, as applicable, for a period of one (1) year following completion of the work and acceptance by City ("**Warranty**"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise materially unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty period shall be at the sole cost and expense of Developer, and shall not be eligible for credits or reimbursements. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer hereby agree to provide a warranty for a one (1) year period following City acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. **DIF Credit and Reimbursement**.

11.1 **Calculation of Eligible Costs.** Upon or prior to completion of the Public Improvements by Developer, Developer shall submit to City Engineer such information as City Engineer may require to calculate the actual costs incurred by Developer to construct the Public Improvements ("**Actual Costs**").

11.2 **Credit/Reimbursement Limits.** The credit and, if applicable, reimbursement amount owed to Developer for construction of the Public Improvements ("**Credit/Reimbursement Amount**") shall be equal to the Actual Costs, subject to the following limitations:

11.2.1 Reasonable Soft Costs. City Engineer shall, in his or her sole reasonable discretion, determine the amount of reasonable soft costs eligible for credit and reimbursement under the DIF Ordinance. Such amounts may include professional engineering and design services, construction management, soils testing, permits, plan check fees, and inspections, but shall not include interest or attorneys' fees. For soft costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such soft costs are specifically attributable to the specified Public Improvements for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by City in writing. The total amount of the soft costs shall not exceed twenty-five percent (25%) of the Credit/Reimbursement Amount. City Engineer may, in his or her reasonable discretion, reduce or disallow credit/ reimbursement for any costs he or she finds excessive or unreasonable.

11.2.2 Nexus Report Costs Estimates. The Credit/Reimbursement Amount shall not exceed the cost estimates for the Public Improvements included in the Nexus Reports, unless approved by City Council.

11.2.3 DIF Categories. Developer acknowledges that DIFs are imposed in various separate categories to fund specific public facilities. Credit against DIFs may only be applied for eligible improvements identified in the specific DIF category.

11.3 Conditions Precedent to Final Credit or Reimbursement. City's obligation to provide fee credits or reimbursements for the Public Improvements pursuant to this Agreement is conditioned upon the prior satisfaction by Developer or written waiver by City Manager of each of the following **Conditions Precedent** within the times designated below:

11.3.1 Completion of Construction. Developer shall have completed the construction of the Public Improvements acceptable to City, and thirty (30) days have elapsed since notices of completion have been recorded in relation to the Public Improvements, in accordance with California Civil Code Sections 9204 and/or 8182 (as applicable). The purpose of this provision is to ensure that the Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project a public work other than the Public Improvements.

11.3.2 Submission of Documents. Developer shall have made full and complete payment of all undisputed claims for work performed on the Public Improvements, or in the event of a dispute between Developer and the General Contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice, and Developer shall have submitted and City shall have approved a written request for the credit/reimbursement, including copies of all bills and/or invoices evidencing the costs of constructing the Public Improvements actually incurred by Developer and any other documents reasonably required by City.

11.3.3 As-Built Drawings. Pursuant to Section 9, Developer shall have submitted either two (2) sets or an electronic set (as dictated by the City) of final as-built drawings for the Public Improvements to City Engineer.

11.3.4 Acceptance of Required Public Improvements by City. The City Council shall have accepted title to the Public Improvements.

11.3.5 No Default. Developer shall not be in material default in any of its obligations under the terms of this Agreement, and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

11.3.6 Compliance with DIF Ordinance and Conditions of Approval. Developer shall be in compliance with all requirements of the DIF Ordinance and the Conditions of Approval.

12. DIF Credit/Reimbursement Addendum.

12.1 DIF Fees. For purposes of the DIF Credit/Reimbursement Addendum, which shall be in substantially the same form as Exhibit D, the amount of the DIF owed by Developer shall be calculated as of the June 17, 2022 date that the submittal of the Vesting Tentative Parcel Map to the City of Chino was deemed complete (reflected on Exhibit E). If at the time Developer is obligated to pay DIF, the estimated eligible costs of the Public Improvements (as provided in Chino Municipal Code section 3.45.130) exceeds the amount of DIF owed by Developer, Developer shall not be obligated to pay the DIF.

12.2 Payment. If Developer's credit is less than the DIF owed, then Developer shall pay the remaining balance to City to fully satisfy Developer's DIF obligation within thirty (30) days of the execution of the DIF Credit/Reimbursement Addendum.

12.3 Reimbursement. If Developer is entitled to a reimbursement, City shall reimburse the balance to Developer in accordance with the provisions of the DIF Ordinance. City agrees that the Public Improvements qualify as "high-priority", as provided in Chino Municipal Code section 3.45.130.

12.4 Assignment of Credit/Reimbursement Amount. Developer shall have the right to assign all or portions of the Credit/Reimbursement Amount in accordance with the requirements specified in the DIF Credit/Reimbursement Addendum, which assignment will require City's written acknowledgement. Developer understands that strict compliance with the assignment restrictions is critical to allow City to track the total Credit/Reimbursement Amount and Developer's failure to comply with the assignment requirements in the DIF Credit/Reimbursement Addendum may result in delays in the processing of credit/reimbursement assignments by the City.

13. Assignment. Prior to completion of the Public Improvements, Developer may assign this Agreement to a third party ("**Assignment**"), subject to the approval of City's Director of Development Services ("**Director**") in his/her reasonable discretion. If Developer desires to assign this Agreement, Developer shall provide detailed information as to the proposed assignee ("**Assignee**") as requested by City including but not limited, evidence of Assignee's right to acquire the Property, its background and financial information evidencing the ability of Assignee to complete the Public Improvements. Any assignment of this Agreement, or execution of a replacement Agreement, as approved by Director pursuant to this Section, shall release Assignor.

14. Default; Notice; Remedies.

14.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("**Notice of Default**"). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) business days of the Notice of Default. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice of Default verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice of Default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other reasonable administrative costs or expenses, as provided for in Section 15 of this Agreement.

14.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 14.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Public Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

14.3 Other Remedies. No action by City pursuant to this Section 14 shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

15. Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements, or if Developer fails to comply with any other obligation contained herein, in each case after the giving of notice and expiration of cure periods set forth in Section 14.1 above, Developer and its surety shall be jointly and severally liable to City for all reasonable administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

16. Miscellaneous.

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

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

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

To City:	City of Chino 13220 Central Ave. Chino, CA 91710 Attn: Director of Public Works Email: HJLee@cityofchino.org
With Copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attn: Fred Galante, Esq. Email: fgalante@awattorneys.com

To Developer: Majestic Chino Flight, LLC
c/o Majestic Realty Co.
Attention: Ed Konjoyan, Senior Vice President
13191 Crossroads Parkway North 6th Floor
City of Industry, CA 91746
Email: ekonjoyan@MajesticRealty.com

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

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

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

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

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

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

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

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

16.12 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

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

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

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

Exhibit A	Project Depiction
Exhibit B	Conditions of Approval
Exhibit C	Public Improvements
Exhibit D	DIF Credit/Reimbursement Addendum
Exhibit E	Development Impact Fees as of June 17, 2022

[SIGNATURES ON FOLLOWING PAGE]

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

DEVELOPER:

MAJESTIC CHINO FLIGHT, LLC,
a Delaware limited liability company

By: MAJESTIC REALTY CO.,
a California corporation

Its: Manager's Agent

By: _____
(Name & Title)

Dated: _____

CITY:

CITY OF CHINO, a municipal corporation

By: _____
Dr. Linda Reich
City Manager

Dated: _____

ATTEST:

_____
Natalie Gonzaga
City Clerk

Dated: _____

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee
Director of Public Works

Dated: _____

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante
City Attorney

Dated: _____

DEVELOPER: COPIES OF APPLICABLE ENTITY FORMATION DOCUMENTS EVIDENCING AUTHORITY OF DEVELOPER'S SIGNATORY SHALL BE PROVIDED TO CITY. DEVELOPER SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE APPLICABLE FORMATION DOCUMENTS FOR THE ENTITY.

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

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

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EXHIBIT A

PROJECT DEPICTION

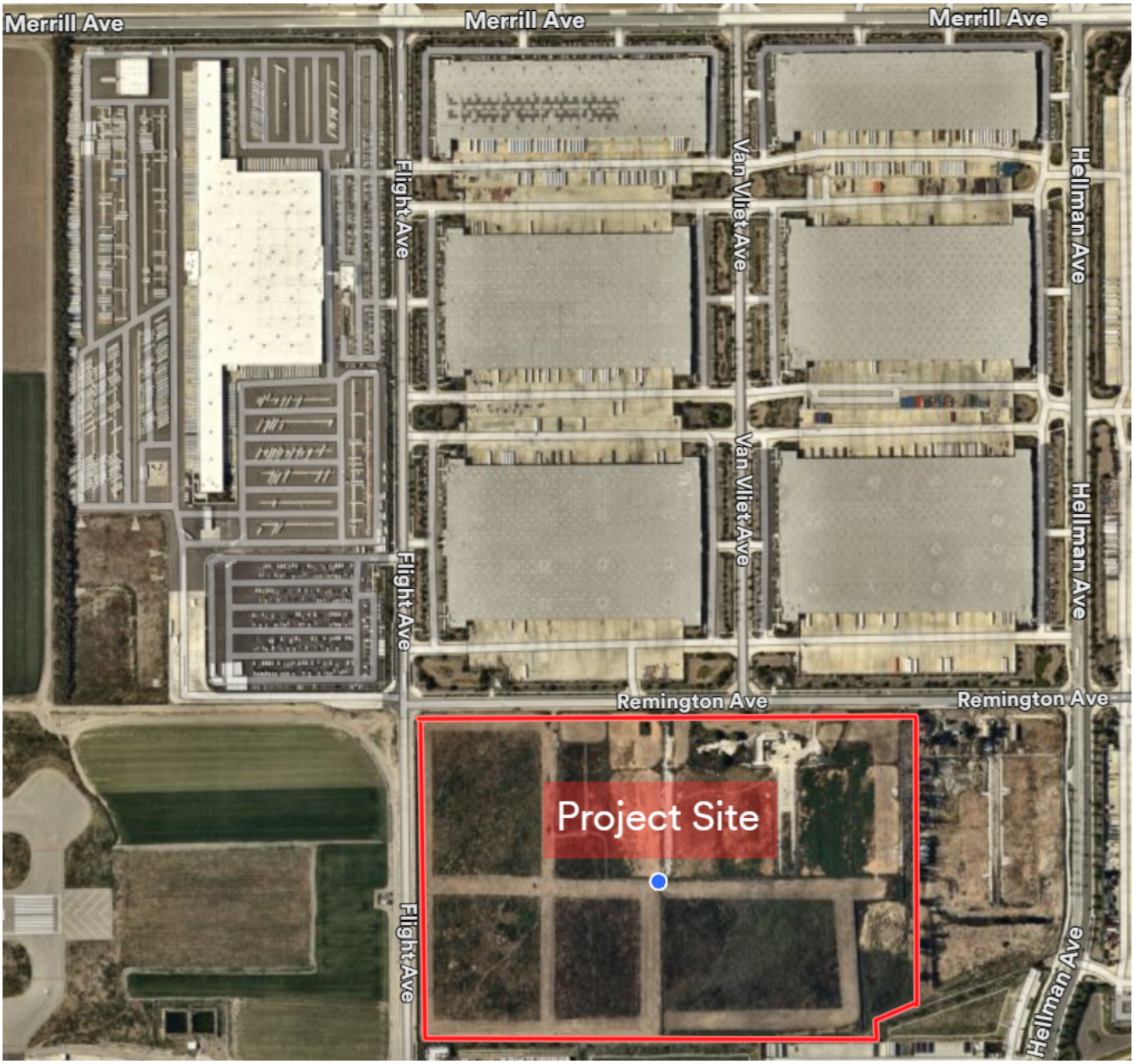


EXHIBIT B

CONDITIONS OF APPROVAL

[attached]

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

PARCEL MAP NO. 20561

DATE: February 17, 2023 PC MEETING DATE: March 20, 2023

PROJECT DESCRIPTION: Develop 1 light industrial building in the Preserve Specific Plan area.

PROJECT LOCATION: 8711 Remington Avenue

APPLICANT: Majestic Realty Co. PROJECT ENGINEER: Felicia Marshall

---

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

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.

1.3 Make the following dedications:

Street Name	Distance from C/L	Direction From C/L
Remington Avenue	37 feet	South
Flight Avenue	37 feet	East

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.4 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.

1.5 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.

1.6 The developer is responsible for the continued operation and maintenance of perimeter streetlights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to establish an association for the continued operation and maintenance of above improvements. The alternative is to annex the properties into the Preserve Master Maintenance Corporation (PMMC) or other association acceptable to the Director or cover the obligations in the CC&R's.

1.7 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.

1.8 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.9 Comply with all applicable requirements of the City Municipal Code.

1.10 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. sidewalks/walks
   ii. curb ramps
   iii. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
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.

1.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

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

2.1 Record Parcel Map No. 20561 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 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.

2.4 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.

2.5 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.6 Design a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that

is tributary to the City's main sewer. In addition, design a sampling Wye on a stubbed-out sewer lateral connection into the main sewer for each industrial building in this development.

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.)

	Remington	Flight
Curb & Gutter (Offset from Centerline)	22’	22’
Sidewalk (Width)	5’	5’
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	20’	20’
Asphalt Concrete Overlay		
Street Lights	X	
Median Island and Landscaping		
Parkway Landscaping	X	X
Striping and Traffic Controls	X	X
Traffic Signal Interconnect		
Conduit System for CATV	X	X
Sewer		X[1]
Storm Drain		
Domestic Water		
Recycled Water		
Fire Hydrants as required by CVIFD	X	X
Other: Class II On-Street Bike Path	X	X
Other: Modify Traffic signal at Remington and Flight	X[2]	X[2]

[1] The City will require a smart cover lid to be installed at the manhole on Flight, near Kimball.

[2] The traffic signal modification is detailed in more detail in 2.23.

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 Developer shall prepare Improvement plans for Remington Avenue and Flight Avenue consistent with the DRC approved plans, and include new lane configurations, appropriate transitions, modified lane configurations, utility locations, etc. to the satisfaction of the City Engineer.

Street Improvements shall be required for the southerly half of Remington Avenue, from Flight to the easterly property boundary in accordance with City of Chino standards. Street Improvements shall include, but not be limited to the following: required roadway grading, installation of paving, curb and gutter, sidewalk, parkway landscaping and irrigation, street lights, utility relocations and other improvements to the satisfaction of the City Engineer.

Along Flight Avenue, any existing curb and gutter that is damaged and/or cracked shall be removed and replaced at the direction of the City Engineer. Improvements along Flight Avenue to include

sidewalk, parkway landscaping and irrigation, and utility relocations to the satisfaction of the City Engineer.

Signing and Striping plans shall be submitted for plan check, review and approval.

"No Stopping Anytime (NSAT) zones" shall be established along the property frontages for both Remington Avenue and Flight Avenue to the satisfaction of the City Engineer. The NSAT zones shall be shown and implemented on the Signing and Striping Plans.

On-Site Signing and Striping shall be in compliance with CA MUTCD; to include standard sign application including size, shape & color.

2.10 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.

2.11 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). DIF will be based on the fee schedule in place on June 17, 2022, which is the day the application was deemed to be complete. SFDF is a pass-through fee to IEUA and the amount due will be determined by IEUA. The actual amount of fees due to the City for all other fees 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 sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

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. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.

2.20 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals modified at Remington and Flight until such time the improvements are accepted by the City.

2.21 Comply with all requirements of the Traffic Impact Analysis (TIA) dated December 23, 2022 and approved January 18, 2023 including participation in fair share contributions per Table 1-3, "Summary of Improvements and Rough Order of Magnitude Costs" on page 14.

2.22 Traffic signals shall be designed to the satisfaction of the City Traffic Engineer at the following locations:

1. Flight Avenue and Remington Avenue – The existing signal and cabinets at the SE corner will need to be modified for the new design. Additional right-of-way will be required to accommodate these improvements. The curb at the NE corner will be modified for truck traffic. This will require new accessible ramps at the NE corner. If needed, the signals may need to be modified, depending on the design. The signal work at this intersection is not DIF eligible.

   Verify and update interconnect plans as necessary to satisfaction of the City Traffic Engineer to accommodate project frontage improvements. Conduit may need to be relocated or protected in place during construction of frontage improvements.

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 2.6 and 2.7 above (per Resolution No. 88-23).

3.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Municipal Code, Chapter 13.32.

3.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

3.4 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

3.5 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 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.

4.3 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.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

PARCEL MAP NO. 20561

PROJECT ENGINEER: Felicia Marshall

DATE: 2/10/2023

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

EXHIBIT C

PUBLIC IMPROVEMENTS

[Attached]

EXHIBIT "C"

CHINO FLIGHT DIF ELIGIBLE IMPROVEMENTS

Exhibit C - Public Improvements

ENGINEER'S ESTIMATE		Flight Ave.	SUBTOTAL	Project Contingencies 10%	Construction Staking 3%	Soils Testing 1%	Material Testing 1%	Construction Inspection 2%	Miscellaneous Soft Costs 7%	Contract Administration 1%	SUBTOTAL	TOTAL OF DIF CREDIT
Streets			$ -	-	-	-	-	-	-	-	$ -	-
Water		$ 179,487.00	$ 179,487.00	$ 17,948.70	$ 5,384.61	$ 1,794.87	$ 1,794.87	$ 3,589.74	$ 12,564.09	$ 1,794.87	$ 44,871.75	$ 224,358.75
Recycled Water			$ -	-	-	-	-	-	-	-	$ -	-
Sewer			$ -	-	-	-	-	-	-	-	$ -	-
Storm Drain			$ -	-	-	-	-	-	-	-	$ -	-
SUBTOTAL		$ 179,487.00	$ 179,487.00	$ 17,948.70	$ 5,384.61	$ 1,794.87	$ 1,794.87	$ 3,589.74	$ 12,564.09	$ 1,794.87	$ 44,871.75	$ 224,358.75
PROJECT ADDITIVES												
Project Contingencies	10%	$ 17,948.70	$ 17,948.70									
Construction Staking	3%	$ 5,384.61	$ 5,384.61									
Soils Testing	1%	$ 1,794.87	$ 1,794.87									
Material Testing	1%	$ 1,794.87	$ 1,794.87									
Construction Inspections	2%	$ 3,589.74	$ 3,589.74									
Misc. Soft Costs	7%	$ 12,564.09	$ 12,564.09									
Contract Administration	1%	$ 1,794.87	$ 1,794.87									
SUBTOTAL		$ 44,871.75	$ 44,871.75									
TOTAL		$ 224,358.75	$ 224,358.75									

MAXIMUM DIF CREDIT	TOTAL
Circulation (Streets, Signal & Bridges)	$ -
Water (Potable)	$ 224,358.75
Sewer	$ -
Storm Drainage	$ -
	$ 224,358.75

EXHIBIT D

SCHEDULE OF PERFORMANCE

Plans Approved – TBD – 30 days

Public bid – 45 days

Award Contracts – 30 days

Pre-construction Meeting – 1 week

Mobilization – 2 weeks

Construction – Flight Ave. 12” Water Line 1,142 L.F. – up to 3 months R&R and Final Inspection - 30 days

City Acceptance of Improvement – 30 days

EXHIBIT E

DIF CREDIT/REIMBURSEMENT ADDENDUM

- Contract No.: _____
- Assignor: _____
- Project Name: _____
- DIF Credit and Reimbursement Summary:

	Total Credit Amount	Credits Applied	Balance
Water DIF	$	$	$
	Balance	Credits Assigned	Balance Forward
Assigned Water DIF	$	$	$

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

- Assignee: _____

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

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

[SIGNATURES ON FOLLOWING PAGE]

DEVELOPER:

MAJESTIC CHINO FLIGHT, LLC,
a Delaware limited liability company

By: MAJESTIC REALTY CO.,
a California corporation

Its: Manager's Agent

_____
Edward P. Roski
Chairman of the Board

Dated: _____

"CITY"

CITY OF CHINO,
a municipal corporation

By:_____
Hye Jin Lee
Director of Public Works

"ASSIGNEE"

By: _____
Name, Title

EXHIBIT E

Development Impact Fees as of June 17, 2022

[on-file in the office of the City Engineer / Public Works Department]

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approve Amendment No. 2 with Hunsaker and Associates Irvine, Inc. and transfer CIP Project scope from WA242 to WA223.

RECOMMENDATION

1) Approve contract Amendment No. 2 with Hunsaker and Associates Irvine, Inc., Contract No. 2025-187 for $94,620 for additional design engineering services related to WA223 Water Main Replacement - Russell Avenue; 2) rename CIP project WA223 to "Water Main Replacement – Russell Avenue & Walnut Avenue" to include Walnut Avenue scope of work; 3) rename CIP project WA242 to "Water Main Replacement – Philadelphia Street" to remove Walnut Avenue scope of work; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are included in the Fiscal Year 2025-26 Capital Improvement Program budget for Amendment No. 2 with Hunsaker and Associates Irvine, Inc. for Project WA223. The FY 2025-26 project budget is summarized below:

Project WA223 – Water Main Replacement – Russell Avenue & Walnut Avenue			
Fund	**Adopted Budget**	**Expenditures**	**Available Budget**
Fund 520 – Water Fund	$810,356.71	$120,201.71	$690,155.00
Fund 530 – Sewer Fund	$80,000.00	$0	$80,000.00
Fund 322 – Measure I	$156,000.00	$0	$156,000.00
Total Available Budget:			**$926,155.00**

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 in which identified priorities, goals, and action plans are built, by fostering:

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

Revenue: Click or tap here to enter text.	Expenditure: 5207310 – 48004 – WA223
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City's Capital Improvement Program (CIP) includes waterline replacement projects to consistently deliver safe and reliable drinking water to all customers. The prioritization of waterline replacements is based on pipeline age, material type, and leak history. Consistent with this vision, City Council approved Staff's recommendation to program the following projects (Exhibit A):

- WA223 Water Main Replacement - Russell Avenue (Walnut Avenue to Terry Avenue)
- WA242 Water Main Replacement - Philadelphia Street (Central Avenue to Oaks Avenue) and Walnut Avenue (Ramona Avenue to Tenth Street)

On September 6, 2022, the City Council awarded a professional services agreement to BKF Engineers, Contract No. 2023-149 for engineering design services for WA223.

On November 19, 2024, the City Council awarded a professional services agreement to Hunsaker and Associates Irvine, Inc., Contract No. 2025-187 for engineering design services for Walnut Avenue for WA242.

ISSUES/ANALYSIS

The scope of work in WA223 includes a replacement of Russell Avenue waterline and reconnection to Walnut Avenue waterline. The scope of work in WA242 includes replacement of Walnut Avenue waterline and reconnection to Russell Avenue waterline. Additionally, WA223 includes pavement restoration and ADA improvements. As both designs have progressed, it is most advantageous to combine the projects in the design phase so that they can be bid as one construction project. This approach will accelerate project delivery, reduce construction-related impacts on the community, enhance overall construction efficiency while also achieving economies of scale during the bidding process.

To implement this approach, staff requested a proposal from Hunsaker and Associates Irvine, Inc. to incorporate Russell Avenue and Walnut Avenue Water Main Replacements into a single design package and to provide additional design services to prepare existing facilities for future flow meter installation. Staff have reviewed the proposal and concur with the proposed scope and fees. The contract is summarized below:

Contract No. 2025-187 – Hunsaker and Associates Irvine, Inc.	
Original Contract Amount	$149,830
Amendment No. 1	Term Extension Only
Amendment No. 2	$94,620
New Contract Amount	$244,450

Under this revision, WA223 will include the Water Main Replacement of Walnut Avenue (from Ramona Avenue to Central Avenue) and Russell Avenue (from Walnut Avenue to Terry Avenue), and preparation for future flow meter installation within the project limits. The scope of work for Project WA242 will be limited to Water Main Replacement of Philadelphia Street (from Central Avenue to Oaks Avenue).

Staff recommend that the City Council approve Amendment No. 2 to the agreement with Hunsaker and Associates Irvine, Inc. to incorporate the Russell Avenue and Walnut Avenue Water Main Replacement designs into a single project. Staff also recommend that CIP projects WA223 and WA242 be renamed to reflect the appropriate project limits. Staff recommend the following project titles be revised to match their scope of work:

- WA223 Water Main Replacement – Russell Avenue & Walnut Avenue
- WA242 Water Main Replacement – Philadelphia Street

Attachments: Exhibit A – Project Vicinity Map
Exhibit B – Hunsaker and Associates Irvine, Inc. – Amendment No. 2

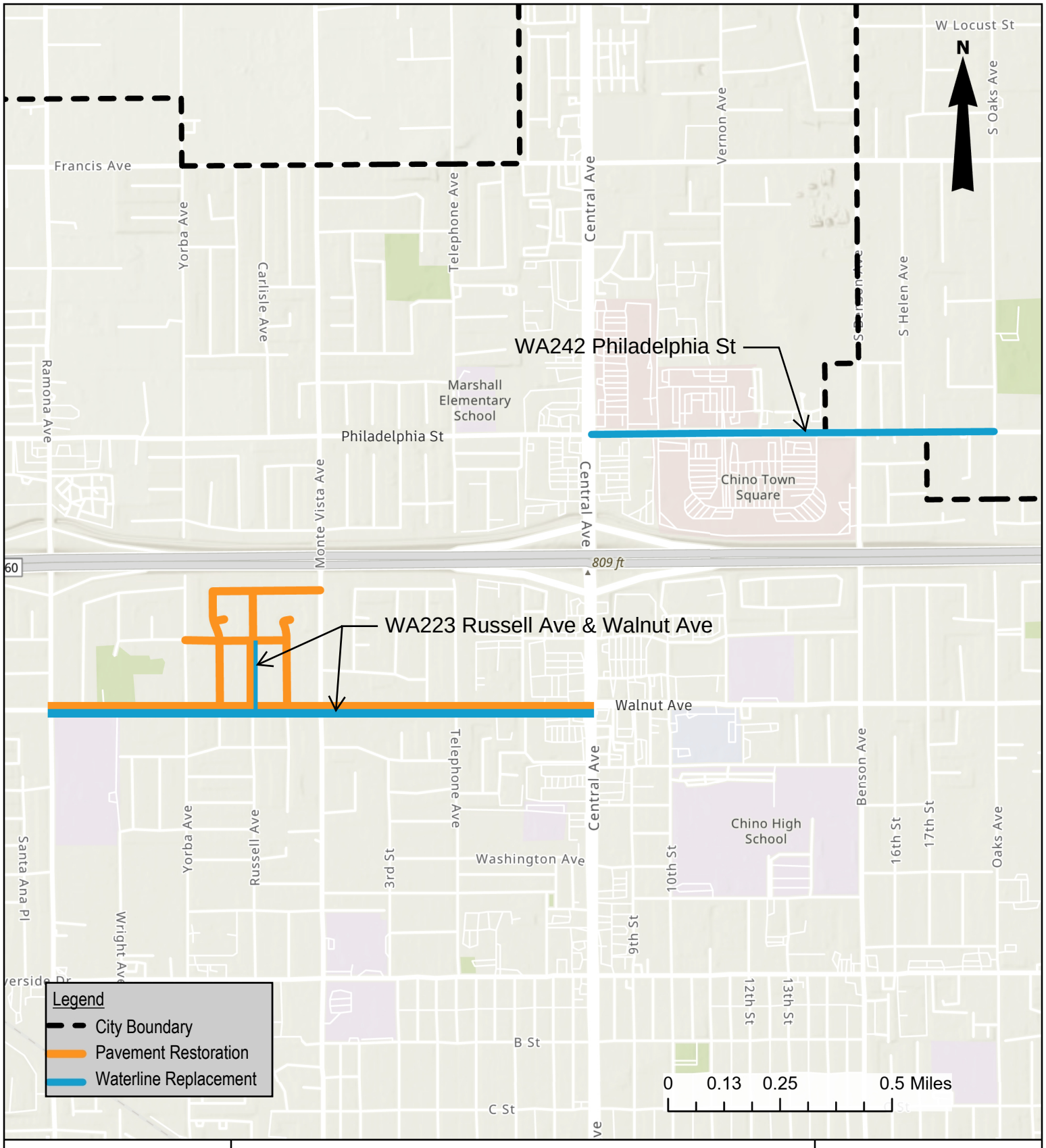


Exhibit A - Vicinity Map

WA223 and WA242 Project Limits

City of Chino

Project Name/No.: Russell Ave. & Walnut Ave. Water Line Replacement Design Services (WA223) **Contract No.: 2025-187 (A2)**

Project Manager: PW/ C.W. Chan **Approved: _____**

AMENDMENT NO. 2

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES ("Amendment") by and between the CITY OF CHINO, a California municipal corporation ("City") and **Hunsaker and Associates Irvine, Inc.**, a California Corporation ("Consultant") is effective as of the 24th day of March, 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 19, 2024, ("Agreement") whereby Consultant agreed to provide Design Engineering Services for the Walnut Avenue Water Line Replacement Project (WA242).

B. City and Consultant entered into Amendment No. 1 on July 1, 2025, to extend the Term of the Agreement for an additional two Fiscal Year (2025-26 & 2026-27).

C. City and Consultant now desire to amend the Agreement to add to the scope of work to add Russell Avenue with potholing and CCTV for part of Walnut Avenue and to increase the total compensation by $94,620.

TERMS

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

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

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

(c) Section 2.1, Contract Sum is hereby revised to increase the Contract Sum by **Ninety-Four Thousand Six Hundred Twenty Dollars and Zero Cents ($94,620)** for additional design engineering services, and shall read in its entirety as follows:

"For the services rendered pursuant to this agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Hundred Forty-Four Thousand Four Hundred Fifty Dollars and Zero Cents ($244,450.00).**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after

the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

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

CONSULTANT:
HUNSAKER AND ASSOCIATES IRVINE, INC.:

By:_____

Name: Doug Staley
Title: President

By:_____

Name: Kamal Karam
Title: Vice President

Address: 3 Hughes
Irvine, CA 92618

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

HUNSAKER & ASSOCIATES
IRVINE, INC.

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

IRVINE
LOS ANGELES
PALM DESERT
RIVERSIDE
SAN DIEGO

Submitted by email

February 9, 2026 (revised 2/27/26)

CITY OF CHINO
ATTN: Chi Wai Chan, Associate Engineer
13220 Central Avenue
Chino, CA 91710

Subject: Proposal for Contract Amendment for Walnut Avenue Water Main Project
Adding Russell Avenue with potholing and CCTV for part of Walnut Avenue

Dear Mr. Chan:
Hunsaker & Associates Irvine, Inc. (H&A) is pleased to submit this proposal for your consideration. Our proposal consists of the following:

- Cover letter with work scope
- Copy of ASTM D2774 Underground Installation of Thermoplastic Pressure Piping
- Exhibit #1 – Russell Avenue potholing plan
- Exhibit #2 – PVC conduits for PRV vaults at Monte Vista and Walnut
- Analysis for Lateral Location Cost
- Cost Breakdown

Hunsaker has augmented our core team with two highly qualified subconsultants to meet the needs of this specific situation

PRINCIPALS:
FRED GRAYLEE
BRADLEY HAY
KAMAL KARAM
DOUGLAS STALEY
JOSEPH E. WIGHTMAN

FOUNDING PARTNERS:
RICHARD HUNSAKER
TOM R. McGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

Boudreau Pipeline – Potholing

Boudreau Pipeline Corporation (BPC) was founded by Alan Boudreau in 1996. Since then BCP has grown to more than 260 employees and up to $60 million in annual revenues. As a Subsurface Utility Engineering (SUE) Company, BPC truly understands the value of gathering good underground utility data prior to construction to eliminate delays and extra costs associated with underground substructures.

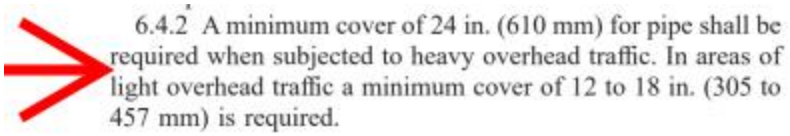
National Plant Services – CCTV Investigation

Founded in 2012, National Plant Services has proudly been serving cities and towns throughout the west coast for the last 40 years. They have the expertise to get the toughest jobs done right, and the latest equipment and processes to make it cost effective. National Plant Services offer a wide-range of investigation, evaluation, maintenance and trenchless rehabilitation services, unmatched in the industry.

Investigate Engineering Solutions

Some of this effort has already been done with the expectation that the cost will be covered by this amendment. For example, review of some available information on required cover over PVC pipe found the applicable ASTM standard (attached) which includes the following paragraph:

Three Hughes
Irvine, California
92618-2021
(949) 583-1010 PH
(949) 583-0759 FX
www.hunsaker.com



6.4.2 A minimum cover of 24 in. (610 mm) for pipe shall be required when subjected to heavy overhead traffic. In areas of light overhead traffic a minimum cover of 12 to 18 in. (305 to 457 mm) is required.

Several manufacturers' information will need to be checked for their recommendations including pipe bedding and we will need to review the available geotechnical data for the proposed/existing pavement section on Russell. We will include the conceptual street cross section showing the two City standards and the impact on the pipeline cover. This information will be combined with the potholing results to optimize the proposed pipeline profile with a brief report to the City summarizing the findings and to get City confirmation of the preferred alternative.

Incorporate the Russell line into Walnut PS&E

H&A will update and revise the existing proposed plan and profile based on our investigations and put it (and details for the connections at each end) into the present Walnut plan set, expand the cost estimate to include the Russell facilities and adjust any necessary technical specifications.

Potholing along Russell Avenue

H&A has obtained a cost from Boudreau for the potholes and we have included H&A efforts to survey the locations, process the field data and augment the plan and profile drawing (see attached exhibit).

CCTV along Walnut Avenue

H&A has obtained a cost from National Plant Services for CCTV investigation to locate existing laterals, and we have included H&A efforts to survey the locations, process the field data and augment the plan and profile drawing. We have reduced the initial scope by 50% since we only need the sewer laterals that cross the proposed waterline and not laterals on both sides. As noted in an earlier email, the City can delete this work and include a bid item to address sewer lateral crossings with a unit price basis; however, with the reduced scope and related cost, we believe that this is the more cost-effective strategy.

SCADA Conduits for PRV at Monte Vista and Walnut

H&A will develop a design detail for a set of 3 conduits 4-inch PVC from new cored holes in vault wall of existing PRV vault to new pullbox behind sidewalk and outside of curb return/curb ramp area. *NOTE: Existing PVC pipeline at PRV vault has only 3'-3" of cover and conduits will pass above the pipeline (see attached exhibit)*

Delete 700 feet Walnut waterline from Central to Tenth

H&A will reduce the scope and budget to address this reduction.

Bid and Construction Support (Russell only)

This task includes response to RFI's and review of submittals as requested by City staff. No attendance at meetings, conference calls or site visits and no involvement in addendums or change orders unless caused by errors and omissions by Hunsaker (those will be done at no charge to the City). Electronic drafting will be done of changes made during construction

from a single redline (combined comments by all involved and inconsistencies resolved) with CAD file provide to City.

Miscellaneous Services
This task is to provide some flexibility for City staff to accommodate minor scope changes that require small budget shifts. Funds will only be used with prior written authorization of City staff.

These tasks cover the added efforts in other areas such as coordination with City staff that are part of the original contract scope, with the exception of the hydraulic modeling being limited to Walnut Avenue pipeline only. The intended outcome is a complete and seamless PS&E package including Walnut Avenue and Rusell Avenue improvements.

Note that 40% of the cost of this amendment is for subconsultant efforts (potholing and CCTV investigation).

Upon approval of this contract amendment, it will require 6-8 weeks to "catch up" with the original construction documents. A major portion of that time is related to the potholing and CCTV efforts which must be done before detailed design can proceed.

We are looking forward to continuing our service to the City of Chino and working with you on this very important project. Should you have any questions, please contact me via email at rnorton@hunsaker.com or by phone at (949) 293-6537.

Very truly yours,
HUNSAKER & ASSOCIATES IRVINE, INC.



Rich Norton, PE
Project Manager

Designation: D 2774 – 04

An American National Standard

Standard Practice for Underground Installation of Thermoplastic Pressure Piping[1]

This standard is issued under the fixed designation D 2774; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the Department of Defense.

INTRODUCTION

In general, thermoplastics pressure piping materials behave as ductile materials under load, meaning that they can undergo considerable deformation without damage. Piping made from such materials has the ability to bend under a load without breaking and to deform in other ways, while offering continued resistance. This flexibility allows ductile thermoplastic pipe to activate through pipe deformation lateral soil forces which create a pipe/soil system capable of safely supporting–even in pipes subject to little or no internal pressure–the earth and superimposed loads which are encountered in most pipe installations. However, proper installation techniques are required to ensure that the necessary support at the bottom and passive soil pressures at the sides of the pipe are developed and maintained.

Soils in which trenches are dug shall be examined and identified and the trenches prepared and backfilled in accordance with sound bedding procedures and this practice.

1. Scope

1.1 This practice governs procedures and references ASTM specifications for underground installation of thermoplastic pressure piping, 63-in. (1372-mm) nominal size and smaller. It is beyond the scope of this practice to describe these procedures in detail since it is recognized that significant differences exist in their implementation depending on kind and type of pipe material, pipe size and wall thickness, soil conditions, and the specific end use.

1.1.1 This practice assumes that over the range of anticipated operating conditions, including maximum external loading and minimum internal pressure, the soil/pipe system will offer sufficient structural stability to resist possible excessive diametrical deformation, or even collapse. In cases, particularly with large diameter thinner-walled pipe, for which the validity of this assumption may be in question, the selection of pipe and recommended installation conditions shall be determined by a qualified engineer.

1.1.2 Specific pipe characteristics and end-use requirements shall dictate addition to, or modification of the procedures stated or referenced herein.

1.2 The values stated in inch-pound units are to be regarded as the standard.

1.3 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.* Specific precautionary statements are given in Sections 10 and 11.

2. Referenced Documents

2.1 *ASTM Standards:* [2]

D 1600 Terminology Relating to Abbreviations, Acronyms, and Codes for Terms Relating to Plastics

D 2487 Test Method for Classification of Soils for Engineering Purposes

D 2488 Practices for Description and Identification of Soils (Visual-Manual Procedure)

F 412 Terminology Relating to Plastic Piping Systems

2.2 *AWWA Standard:*

C 651 Standard for Disinfecting Water Mains[3]

[1] This practice is under the jurisdiction of ASTM Committee F17 on Plastic Piping Systems and is the direct responsibility of Subcommittee F17.61 on Water Pipe.

Current edition approved Jan. 1, 2004. Published March 2004. Originally approved in 1969. Last previous edition approved in 2001 as D 2774 – 01.

[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[3] Available from American Water Works Association, 6666 W. Quincy Ave., Denver, CO 80235.

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3. Terminology

3.1 *Definitions:*

3.1.1 Definitions are in accordance with Terminology F 412, unless otherwise specified. Abbreviated terms are in accordance with Terminology D 1600. Installation terminology used in this practice is illustrated in Fig. 1.

3.1.2 The term pipe refers to both pipe and tubing, unless specifically stated otherwise.

3.1.3 *protective sleeve, n*—a short section of pipe installed over system piping where there is a transition from relatively rigid piping or structure to relatively flexible piping or structure to protect the transition region from excessive bending or shear stresses. For example, protective sleeves are installed at connections between plastic or non-plastic mains and plastic lateral branch or service lines (such as service or branch connections to tapping tees or saddles), where plastic pipe enters or exits a casing, or where plastic pipe penetrates a building or vault wall.

4. Significance and Use

4.1 This practice may not apply to products which shall be subject to failure at relatively low strains. For low ductility materials, the installed pipe/soil system shall be sufficiently rigid to prevent pipe deformations which could strain the piping material beyond its safe strain limit.

5. Joining

5.1 Plastic pipe shall be joined together or to other pipes of dissimilar material using a number of different techniques. Commonly used procedures, joining materials, and fittings are defined by various standards. (See Appendix X1.) The technique used shall be suitable for the particular pipes being joined to one another. Manufacturers shall be consulted for specific instructions not covered by existing specifications. When requesting information, the intended service application shall be made known.

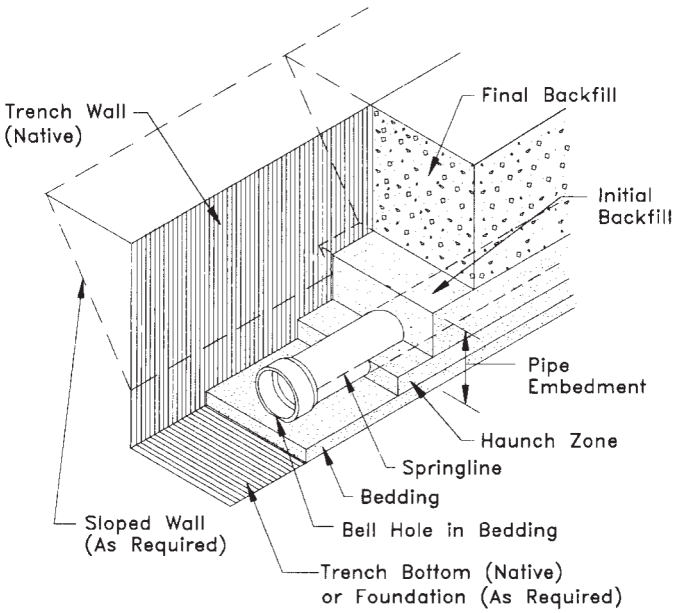


FIG. 1 Installation Terminology

5.2 Skill and knowledge on the part of the installer are required using recommended techniques to obtain quality joints. Training of new installers shall be made under the guidance of skilled individuals. Detailed written procedures and visual aids used to train personnel are available from piping and joining equipment manufacturers.

5.3 The use of fittings and joining procedures which are not covered by a recognized standard is subject to the judgment and discretion of the purchaser. Each fitting and joining procedure used shall be qualified by investigation, testing, and experience to establish its suitability and safety for the intended service. Fittings and joints shall have long-term pressure capabilities equal to or greater than the system's maximum anticipated sustained operating pressure.

5.3.1 Thrust transmitting joints such as heat fused or solvent cemented, shall be capable of restraining maximum anticipated pipe pull-out forces generated by any unbalanced forces from internal pressure or pipe expansion/contraction, or both.

5.3.2 Gasketed and other non-thrust transmitting joints shall be restrained by means of properly engineered external restraints (thrust blocks) or joint restraint devices (see 7.3).

NOTE 1—Where there are unbalanced momentum forces and thrust is transmitted through the joints, consideration shall be given to the design capacity of each joint in the system to safely resist maximum anticipated axial thrust (see 7.3). Where a piping section having thrust transmitting joints is connected to a piping section having non-thrust transmitting joints, measures shall be taken to anchor or restrain the end of the thrust transmitting joint section against longitudinal movement so that contractive forces shall not be transmitted and cause disjoining of non-thrust transmitting joints.

6. Trenching-Recommended Installation Procedure

6.1 *Trench Stability*—During trench excavation, ensure that the trench sides shall be stable under all working conditions. The trench walls shall be sloped or appropriate supports provided to comply with all applicable local, state, and federal requirements for safety.

6.2 *Trench Width*—The width of the trench at any point below the top of the pipe shall be sufficient to provide adequate room for each of the following requirements: (*1*) joining the pipe in the trench if this is required; (*2*) snaking of small-diameter, heat fused or solvent cemented pipe from side-to-side along the bottom of the trench, when the effects of contraction are not otherwise accommodated; (*3*) filling and compacting the side fills; and (*4*) checking the elastomeric seal joints. Minimum trench widths shall be permitted to be utilized with most solvent-cemented and heat-fused pressure pipe materials by joining the pipe outside the trench and lowering the pipe into the trench after adequate joint strength has been attained (see 10.4). This practice shall be permitted to be used for gasket joint pipe, with manufacturers approval, providing care is taken to not disassemble the joints during lowering.

6.3 *Trench Bottom*—The trench bottom shall be prepared for the direct replacement of the pipe and shall be continuous, relatively smooth, free of rocks, and provide uniform support. For bell-ended or coupled pipe, suitable "bell-holes" shall be provided at each joint to permit the joint to be assembled and the pipe to be supported properly.

6.3.1 Where ledge rock, hardpan, or boulders are encountered, it shall be required to pad the trench bottom with a bedding of at least 4-in. (100-mm) thickness of compacted granular material. In situations where rapid movement of water takes place through this bedding, the granular material used shall have gradation that prevents loss by migration of any pipe embedment material (see 9.8).

6.4 *Trench Depth and Pipe Cover*—Excavation for pipe trenches shall be to the lines, grades, and dimensions shown on the contract drawings. Sufficient cover shall be maintained to adequately reduce the traffic or other concentrated and impact loads.

6.4.1 Reliability and safety of service shall assume major importance in determining minimum cover for any intended service. Local, state, or federal codes shall also govern. Pipe intended for winter water service shall have a minimum cover equal to or greater than the maximum expected frost penetration depth.

6.4.2 A minimum cover of 24 in. (610 mm) for pipe shall be required when subjected to heavy overhead traffic. In areas of light overhead traffic a minimum cover of 12 to 18 in. (305 to 457 mm) is required.

6.5 *"Trenchless" Installation*—Some types of thermoplastic pressure pipe shall be permitted to be installed using methods that do not require excavation.

7. Pipe Placement

7.1 *Pipe Joint Assembly*—Pipe assembly shall be conducted in accordance with the manufacturer's published recommendations. Above ground joining of pipe joined by solvent cementing, heat fusion or some other thrust transmitting connection shall be permitted. After the joint is appropriately "cured" (see Section 10) the pipe is lowered into the trench. This practice shall be permitted to be used for gasket joint pipe, with manufacturers approval, providing care is taken to not disassemble the joints during lowering.

7.2 *Pipe Bending*—Assembled thermoplastic pipe may be bent longitudinally if the bending radius is within limits prescribed by the manufacturer. There shall be two limits, one for pipe without joints and the other for pipe sections with joints.

7.3 *Thrust Restraint*—When installing piping systems with joints that cannot transmit the anticipated maximum longitudinal thrust, thrust restraint shall be required at changes in direction, or terminal ends, to prevent joint disengagement.

7.3.1 Where the piping system employs non-self restraining joints (for example, elastomeric seal bell and spigot type joints) at points where line shift or joint separation at system operating pressure can be anticipated, that is, pump discharge, directional changes, reducers and dead ends, thrust restraint shall be is required to prevent joint disengagement and ensure the proper performance of the pressure piping system.

7.3.2 Where the piping system employs self-restraining joints (for example flanges, heat fusion, mechanical joint restraint or solvent cement joints) at these points in the system, thrust blocking shall is not be required for thrust restraint.

7.4 *Thrust Restraint Methods*—Thrust restraint shall be achieved by use of mechanical thrust restraint devices or by use of concrete thrust blocking.

7.4.1 *Mechanical Thrust Restraint Devices*:

7.4.1.1 Devices used for thrust restraint of PVC pipe shall conform to Standard F 1674.

7.4.1.2 Consult device manufacturer for design assistance.

7.4.2 *Cast In Place Concrete Thrust Block Construction*:

7.4.2.1 The thrust block shall be constructed of cast in place concrete having a compression strength of 2000 psi (14 MPa) or more. Precast concrete blocking, wood blocking, or stone blocking with wood wedges, are not acceptable.

7.4.2.2 The thrust block acts as an anchor between pipe or fitting and the solid trench wall. The size of the thrust block shall be adequate to prevent pipe movement at the point of thrust. Consult the system designer.

7.4.2.3 The thrust block cavity shall be hand dug into undisturbed soil and framed, with soil or wood to hold freshly poured concrete. The earth bearing surfaces shall be undisturbed.

7.4.2.4 Before pressurizing the line, adequate time shall be required for the concrete thrust blocks to gain sufficient strength.

7.4.2.5 Precast concrete thrust blocks shall not be used in direct contact with thermoplastic fittings for buried pressure piping systems.

7.5 *Protecting Transition Regions*—A transition region between relatively rigid piping or structures and relatively flexible piping is subject to intensified localized bending or shear stresses, especially during soil consolidation after initial installation. In these transition regions, plastic pipe is protected against excessive stresses with a protective sleeve and stable bedding and backfill, or with stable bedding and backfill. The preferred practice is the combination of a protective sleeve and stable bedding and backfill.

7.5.1 Protective sleeves are usually plastic tubes, either extruded for the purpose or cut from lengths of plastic pipe, but they shall be permitted to be any material of sufficient strength and durability. Protective sleeves extend from rigid piping of structure across the transition region and along the plastic pipe for a length that ensures that plastic pipe at the transition region is not subject to excessive stress. The protective sleeve is appropriately secured to remain in place during backfilling. Where plastic piping penetrates a building or a vault wall, one end of the protective sleeve shall be embedded in the wall.

7.5.2 The diameter, wall thickness and length of the protective sleeve provide greater bending and shear resistance than the plastic pipe it protects. The inside diameter of the protective sleeve has minimal clearance to the plastic pipe or the connection (including any protective coating over the connection). The wall thickness of the protective sleeve shall be adequate to protect against shear and bending The protective sleeve is of sufficient length (typically 12 in. (305 mm) or longer) to cover the transition region, and extend such that the opposite end rests on undisturbed foundation soil or stable bedding soil beneath the plastic pipe. Additional information is available from manufacturers.

7.5.3 A protective sleeve shall be permitted to be split longitudinally for installation purposes, provided it is designed for long term structural integrity as a longitudinally split

protective sleeve and includes external reinforcement such as stainless steel band clamps.

7.5.4 Whether a protective sleeve is installed or not, all transition regions are fully encapsulated with stable, compacted embedment materials. Take extra care during bedding and backfilling to provide firm and uniform support for the plastic pipe and transition region. See Section 9.

7.6 *Service Connections*:

7.6.1 *General*—Service connections on thermoplastic pipe are made by means of a suitable saddle, tapped coupling, direct taps, or service connector. These shall be installed in accordance with the manufacturer's published recommendations.

7.6.2 *Live Tapping*—Service connections for tapping of pressurized lines are commercially available. Installation by the proposed trenchless methodology shall only be specified after consultation and approval of the piping manufacturer. The specific published manufacturer's recommendations for each design shall be followed when making a live tap.

7.6.3 *Bends in Service Pipe*—When establishing the location of the tap, consideration shall be given to minimizing service pipe bends near tap and house connections, since soil settlements at these points could result in excessive shear or pull-out loads. Bends in the service pipe shall not be closer than 10 pipe diameters from any fitting or valve. The pipe shall not be bent beyond the limits recommended by the manufacturer. In the case of coiled pipe, these limits are often more restrictive when bending the pipe against the natural curvature than with the curvature. Service pipe or tubing which becomes kinked during bending, handling, or installation shall not be used. Take care in locating pipe bends and in conducting backfill operations to ensure that kinking will not develop during or after installation.

7.6.4 *Service Connections*—Depending on the materials used and the recommendations of the pipe manufacturer, flare, insert, compression, solvent-cement, or heat-fusion type fittings shall be employed to connect service pipe or tubing to itself and to the corporation and curb stops. When compression fittings with an internal stiffener are used, select a type which will ensure that the internal stiffener will not move from its proper position prior to and during tightening. The stiffener shall be a continuous annular section (tube), snugly fit in the pipe, providing support in the entire area under the gasket and compression element. Each pipe connection shall use a separate stiffener. Precautions for precluding possible problems which could be occasioned by differential settlement of flexible pipe with more rigidly held connectors include the following:

7.6.4.1 Take extra care during bedding and backfilling to provide firm and uniform support for the pipe or tubing at the point of connection.

7.6.4.2 Consult the pipe and fitting supplier for application suitability and installation instructions.

7.6.4.3 Place a protective sleeve or shield (which can consist of a short section of plastic pipe split lengthwise) over the connection and short section of pipe if protection is needed against possible differential settlement.

8. Appurtenances

8.1 Valves, hydrants, fittings, and other appurtenances shall be provided and installed as shown on the contract drawings or specifications.

8.2 The weight of valves, hydrants, and fittings shall be separately supported and not be carried by the plastic pipe. The support shall also be designed to protect the plastic pipe against excessive torsional or other loads which may develop when the valves or hydrants are operated.

8.3 Valves, hydrants, and fittings shall be adequately anchored against movements in the axial direction when connected to pipe by a joint not designed to transmit axial thrust. When using such joints, consideration shall be given to the extent of pipe movement within the socket as a consequence of thermal expansion/contraction or axial thrust.

9. General Requirements for Bedding and Backfill

9.1 The pipe shall be uniformly and continuously supported over its entire length on firm stable material. Blocking shall not be used to change pipe grade or to intermittently support pipe across excavated sections.

9.2 Pipe shall be permitted to be installed in a wide range of native soils. The pipe embedment shall be stable and placed in such a manner as to evenly support and physically shield the pipe from damage. Attention shall be given to local pipe laying experience which shall indicate solutions to particular pipe bedding problems.

9.3 The pipe embedment materials shall be stable, sufficiently granular to be readily worked under the sides of the pipe to provide satisfactory haunching, and readily compactable to achieve soil densities specified by contract documents. These qualities are available in the following materials:

9.3.1 Gravels and sands classified as Soil Types GW, GP, SW, and SP, or by a dual soil classification beginning with one of these symbols, in accordance with Test Method D 2487.

9.3.2 Sands and gravels classified as Soil Types GM, GC, SM, and SC in accordance with Test Method D 2487.

9.4 Initial backfill materials shall be placed in compacted layers.

9.5 All native and other materials in the pipe embedment zone shall be free from refuse, organic material, cobbles, boulders, large rocks or stones, or frozen soils.

9.6 The particle size of material in contact with the pipe shall not exceed the following: ½ in. for pipe to 4 in., ¾ in. for pipes 6 to 8 in.; 1 in. for pipes 10 to 16 in.; and 1½ in. for larger pipes. Each soil layer shall be sufficiently compacted to uniformly develop lateral passive soil forces during the backfill operation.

9.7 To minimize deformation of thinner-walled pressure pipelines, such as used in irrigation, the pipeline shall be first filled with water, all air removed, and kept full during the backfill operation.

NOTE 2—An identification system of soils based on visual examination and manual tests is given in Practices D 2488.

9.8 When installing pipe in locations where rapid movement of ground water shall result in migration of soil fines into, out of, or between layers of the embedment material, the bedding and back fill shall be of such gradation in particle size as to

preclude this possibility. Soil migration shall also be controlled by using an appropriate soil filter or a geotextile filter fabric between coarse embedment and fine soils.

9.9 Vibratory methods are preferred when compacting sand or gravels. Best results are obtained when the soils shall be in a nearly saturated condition. Where water flooding is used, the initial backfill shall be sufficient to ensure complete coverage of the pipe. Additional material shall not be added until the water-flooded backfill is firm enough to walk on. Care shall be taken to avoid floating the pipe.

9.10 Sand and gravel containing a significant proportion of fine-grained material, such as silt and clay, shall be compacted by hand or, preferably, by mechanical tamper.

9.11 The final backfill shall be placed and spread in approximately uniform layers in such a manner as to fill the trench completely so that there will be no unfilled spaces under or about rocks or lumps of earth in the backfill. Large rocks, stones, frozen clods, and other debris greater than 3 in. (76 mm) in diameter shall be removed. When compaction is required, rolling equipment or heavy tampers shall only be used to consolidate the final backfill, provided the pipe is covered by at least 18 in. of backfill. Trenches under pavements, sidewalks, or roads shall be backfilled and compacted to the required density specified by contract documents or by the appropriate government jurisdiction.

10. Installation Precautions

10.1 Plastic pipe shall be stored so as to prevent damage by crushing or piercing. If stored outdoors for a prolonged period the pipe shall require protection from weathering. Consult the manufacturer for recommendations. In warmer climates, the covering shall allow air circulation in and around the pipe.

10.2 Care shall be taken to protect the pipe from excessive heat or harmful chemicals. If used, cleaning solutions, detergents, solvents, etc., shall be used in accordance with the pipe manufacturer's recommendations.

10.3 Pipe joined by solvent cementing or heat fusion shall not be handled or installed in the trench until after the joints are sufficiently "cured" or cooled in accordance with the manufacturer's recommendations to prevent weakening the joint.

10.4 When installing pipe, avoid imposing strains that overstress or buckle the piping or impose excessive stress on the joints.

10.5 Provisions for pipe expansion and contraction shall be made with all thrust transmitting joint systems. When assembled outside the trench, the pipe shall be allowed to cool in the trench before backfilling to minimize stress due to thermal contraction.

10.6 Suitable anchoring methods shall be used to prevent excessive longitudinal or bending movement of the piping.

10.7 Effects of ground freezing shall be considered when pipe is installed at depths subject to frost penetration.

11. Pressure Testing

11.1 The structural integrity of a pipe and its joints shall be demonstrated by a pressure test that is conducted after installation and prior to placement into service. During pressure testing, safety precautions shall be instituted to protect personnel and property in case of pipe or component failure. The precautions taken depend upon the nature of pipeline materials; design of the system; volumetric content; and test pressure, location, and duration. Some important precautions include:

11.1.1 Conduct pressure testing with water, or other environmentally safe incompressible fluid, except for the case of pipelines specifically designed for compressed gas service (for example, natural gas distribution lines), which shall be tested with compressed gas.

11.1.2 Pipe shall be adequately anchored to prevent movement. The joints and fittings shall be permitted to remain exposed to facilitate inspection for joint leakage.

11.1.3 Testing shall not begin until authorized by the engineer or other authority and concrete thrust blocks have cured.

11.1.4 The pipeline shall be slowly filled with water taking care to prevent surge and air entrapment. All entrapped air shall be released. Where required, the system shall include appropriate air release and air/vacuum relief valves. Air/vacuum valves or vents shall be provided at all high points in the piping system to purge air pockets while the system is filling. Pressure regulators shall be required at the low points in the system.

11.1.5 The temperature of the test medium shall not be less than 40°F (5°C), nor greater than 90°F (30°C). The pipe and appurtenance manufacturer shall be consulted for recommendations and safeguards when testing outside this temperature range.

11.2 The test pressure and duration shall meet the requirements of the applicable local, state, and federal regulations. In absence of such regulations, the test pressure and duration shall be as directed by the contract documents or the engineer. In the absence of all of the directions for specific recommendations for test pressure and duration, the following procedure shall be permitted to be used:

11.2.1 The line shall be pressurized to 150 % of the system's design operating pressure, but not less than 15 psig, nor in excess of the pressure rating for the pipe or appurtenances nor the maximum allowable test pressure of any non-isolated component. Measure the pressure at the lowest elevation possible.

11.2.2 The duration of pressurization shall be maintained for the specified test time while monitoring for pressure loss.

11.2.3 All visible leaks and any leakage in excess of the permitted allowance shall be repaired and the line recharged and retested following the same procedure.

12. Leak Testing

12.1 Any required leakage test shall be conducted as specified. The purpose of a leakage test is to establish that the section of line tested, including all joints, fittings and other appurtenances, will not leak or that leakage is within the limits of the applicable allowance.

13. Keywords

13.1 buried installation; flexible thermoplastic pipe; pressure-rated pipe; underground installation

SUPPLEMENTARY REQUIREMENTS

This requirement applies whenever a regulatory authority or user calls for the product to be used to convey or to be in contact with potable water.

S1. Potable Water Requirement—Piping intended for the transport of potable water shall be disinfected in accordance with the instructions of the engineer or other authority. In the absence of such, it shall be disinfected in accordance with AWWA C 651.

APPENDIX

(Nonmandatory Information)

X1. STANDARDS FOR THERMOPLASTIC PIPING USED IN UNDERGROUND INSTALLATION

X1.1 Other ASTM Installation Standards:[2]

D 2321 Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe

F 645 Guide for Selection, Design, and Installation of Thermoplastic Water Pressure Piping Systems

F 690 Practice for Underground Installation of Thermoplastic Pressure Piping Irrigation Systems

F 1176 Practice for Design and Installation of Thermoplastic Irrigation Systems with Maximum Working Pressure of 63 psi

X1.2 ASTM Pipe, Tubing, Fittings, Jointing Materials, and Jointing Standards:[2]

X1.2.1 *Chlorinated Poly(Vinyl Chloride) (CPVC) Piping:*

F 437 Specification for Threaded Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80

F 438 Specification for Socket-Type Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40

F 439 Specification for Socket-Type Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80

F 441 Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80

F 442 Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe (SDR-PR)

F 493 Specification for Solvent Cements for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe and Fittings

X1.2.2 *Polyethylene (PE) Piping:*

D 2104 Specification for Polyethylene (PE) Plastic Pipe, Schedule 40

D 2239 Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter

D 2447 Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter

D 2609 Specification for Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe

D 2683 Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing

D 2737 Specification for Polyethylene (PE) Plastic Tubing

D 3035 Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter

D 3261 Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing

F 714 Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

F 771 Specification for Polyethylene (PE) Thermoplastic High-Pressure Irrigation Pipeline Systems

X1.2.3 *Poly(Vinyl Chloride) (PVC) Piping:*

D 1785 Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120

D 2241 Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

D 2464 Specification for Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80

D 2466 Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedules 40

D 2467 Specification for Socket-Type Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80

D 2564 Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings

D 2672 Specification for Joints for IPS PVC Pipe Using Solvent Cement

F 656 Specification for Primers for Use in Solvent Cement Joints of Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings

X1.2.4 *Thermoplastic Piping Systems*:

D 2513 Specification for Thermoplastic Gas Pressure Pipe, Tubing, and Fittings

F 771 Specification for Polyethylene (PE) Thermoplastic High-Pressure Irrigation Pipeline Systems

F 1412 Specification for Polyolefin Pipe and Fittings for Corrosive Waste Drainage Systems

X1.2.5 *Elastomeric Joints and Seals*:

D 3139 Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

F 477 Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

X1.2.6 *Jointing Practices*:

D 2657 Practice for Heat-Jointing Polyolefin Pipe and Fittings

D 2855 Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings

D 3140 Practice for Flaring Polyolefin Pipe and Tubing

F 402 Practice for Safe Handling of Solvent Cements, Primers and Cleaners Used for Joining Thermoplastic Pipe and Fittings

X1.3 AWWA Standards:[3]

AWWA C 605 Standard for Underground Installation of PVC Pressure Pipe and Fittings for Water

AWWA C 900 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in., for Water Distribution, (100 mm through 300 mm)

AWWA C 901 Polyethylene (PE) Pressure Pipe and Tubing ½ in. through 3 in., for Water Service

AWWA C 905 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, for Water Transmission and Distribution 14 in. through 48 in., (350 mm through 1200 mm)

AWWA C 906 Polyethylene (PE) Pressure Pipe and Fittings, 4 in. through 63 in., for Water Distribution

AWWA C 907 Polyvinyl Chloride (PVC) Pressure Fittings for Water, 4 in. through 8 in., (100 mm through 200 mm)

AWWA C 909 Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe, 4 in. through 12 in.

AWWA Manual M 23 PVC Pipe—Design and Installation

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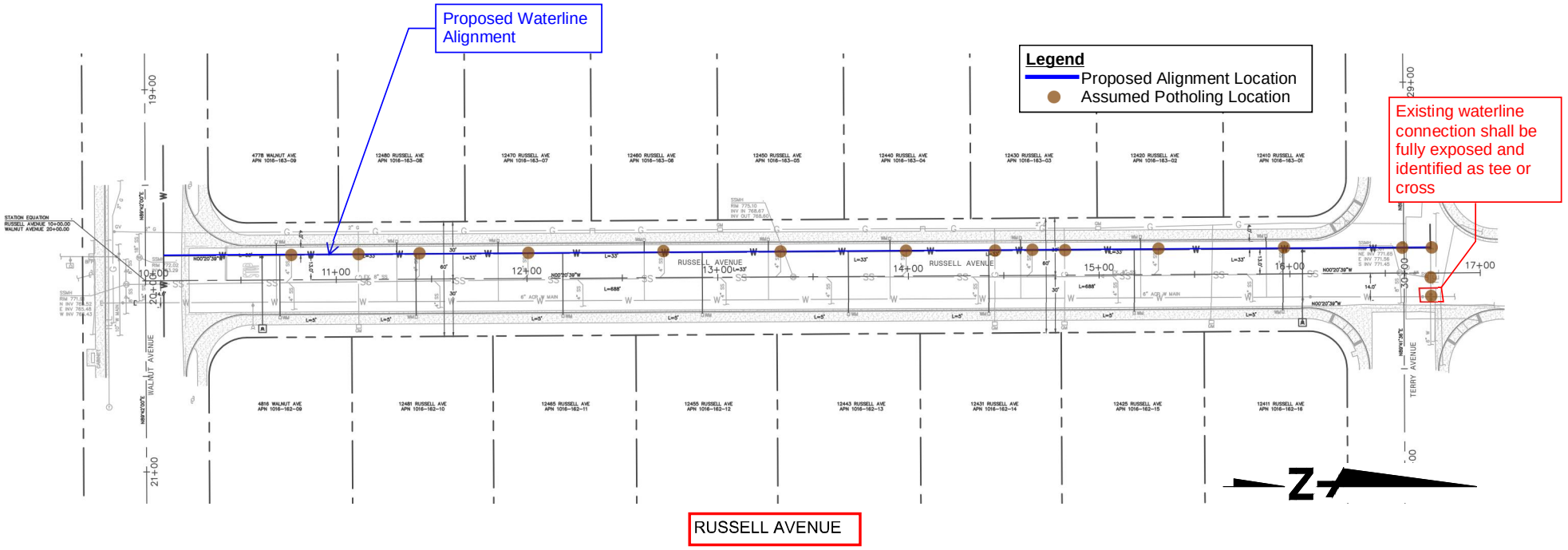
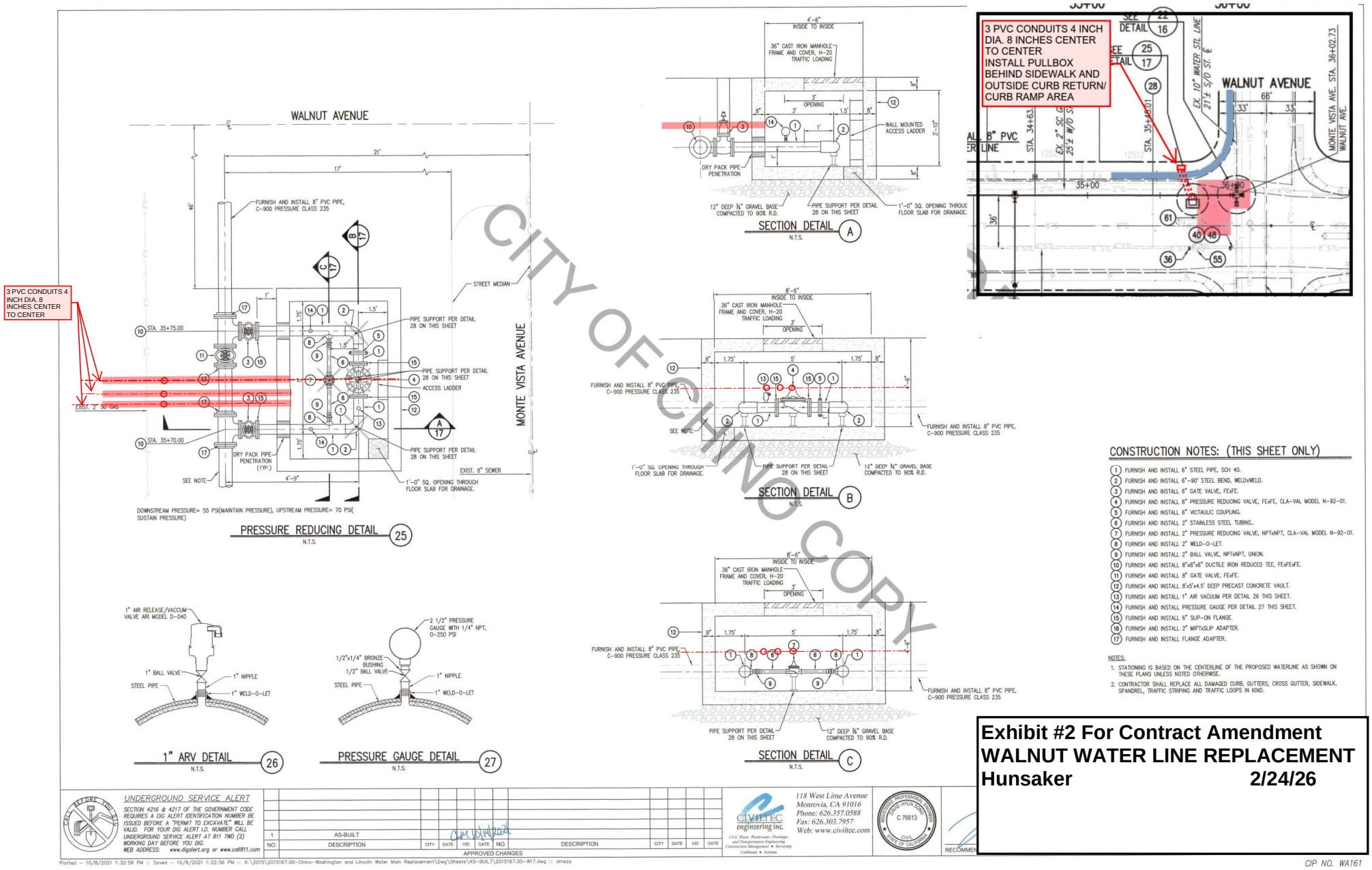


Exhibit #1 For Contract Amendment
WALNUT WATER LINE REPLACEMENT
Hunsaker **2/24/26**



CONSTRUCTION NOTES: (THIS SHEET ONLY)

1. FURNISH AND INSTALL 6" STEEL PIPE, SCH 40.
2. FURNISH AND INSTALL 6"-90° STEEL BEND, WELDxWELD.
3. FURNISH AND INSTALL 6" GATE VALVE, FExFE.
4. FURNISH AND INSTALL 6" PRESSURE REDUCING VALVE, FExFE, CLA-VAL MODEL N-92-01.
5. FURNISH AND INSTALL 6" VICTAULIC COUPLING.
6. FURNISH AND INSTALL 2" STAINLESS STEEL TUBING..
7. FURNISH AND INSTALL 2" PRESSURE REDUCING VALVE, NPTxNPT, CLA-VAL MODEL N-92-01.
8. FURNISH AND INSTALL 2" WELD-O-LET.
9. FURNISH AND INSTALL 2" BALL VALVE, NPTxNPT, UNION.
10. FURNISH AND INSTALL 8"x8"x6" DUCTILE IRON REDUCED TEE, FExFExFE.
11. FURNISH AND INSTALL 8" GATE VALVE, FExFE.
12. FURNISH AND INSTALL 8'x5'x4.5' DEEP PRECAST CONCRETE VAULT.
13. FURNISH AND INSTALL 1" AIR VACUUM PER DETAIL 26 THIS SHEET.
14. FURNISH AND INSTALL PRESSURE GAUGE PER DETAIL 27 THIS SHEET.
15. FURNISH AND INSTALL 6" SLIP-ON FLANGE.
16. FURNISH AND INSTALL 2" MIPTxSLIP ADAPTER.
17. FURNISH AND INSTALL FLANGE ADAPTER.

NOTES:

1. STATIONING IS BASED ON THE CENTERLINE OF THE PROPOSED WATERLINE AS SHOWN ON THESE PLANS UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL REPLACE ALL DAMAGED CURB, GUTTERS, CROSS GUTTER, SIDEWALK, SPANDREL, TRAFFIC STRIPING AND TRAFFIC LOOPS IN KIND.

CITY OF CHINO COPY

Exhibit #2 For Contract Amendment
WALNUT WATER LINE REPLACEMENT
Hunsaker 2/24/26

UNDERGROUND SERVICE ALERT
SECTION 4216 & 4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT AT 811 TWO (2) WORKING DAY BEFORE YOU DIG.
WEB ADDRESS: www.digalert.org or www.call811.com

NO.	DESCRIPTION	CITY	DATE	VID	DATE	NO.	DESCRIPTION	CITY	DATE	VID	DATE
1	AS-BUILT										

APPROVED CHANGES

CIVILTEC engineering inc.
118 West Lime Avenue
Monrovia, CA 91016
Phone: 626.357.0588
Fax: 626.303.7957
Web: www.civiltec.com
Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying
California • Arizona

REGISTERED PROFESSIONAL ENGINEER DAVID WYLIE SCHOLL C 76613 CIVIL STATE OF CALIFORNIA

RECOMMEN

Plotted – 10/8/2021 1:32:56 PM :: Saved – 10/8/2021 1:22:56 PM :: X:\2015\2015167.00-Chino-Washington and Lincoln Water Main Replacement\Dwg\Sheets\AS-BUILT\2015167.00-W17.dwg :: omeza

CIP NO. WA161

EXHIBIT "C-2"

LATERAL LOCATING COST - Chino Walnut Ave Water Lines 2/9/26			
Description	**Responsible Party**	**Cost per Lateral**	**Notes**
CCTV investigation		$525.00	quote from National Plant Services
H&A markup on subs		$52.50	10% of raw cost
Locate field marking		$87.50	1/4 hour @ $350.00 2 man crew
Process field data and plot		$50.00	1/4 hour @ $200.00 engineer
TOTAL PER LATERAL		$715.00	Conservative production 1 per hour
			rounded to $700/lateral
Walnut laterals	20	***$14,000.00***	APN's counted on draft drawing
			Monte Vista to Central minus 10 laterals shown on BA-0859 dwg. Laterals to one side xing waterline

H&A	CHINO Walnut Street Waterline COST BREAKDOWN SPREADSHEET	AMENDMENT PROPOSAL	Labor Hours by Classification								Hunsaker & Associates			SUBCONSULTANTS		3/2/26
			Principal	Project Manager	Engineer	CAD Tech.	Survey Office Staff	Field Survey 1 person	Field Survey 2 person	Field Survey 3 person				CCTV NATIONAL PLANT SER.	POTHOLING BOUDREAU	
	DESCRIPTION	LEAD FIRM	$240	$220	$200	$200	$200	$270	$350	$420	MAN-HOURS	LABOR COST	EXPENSES			TOTAL TASK COST
Investigate engineering solutions for Russell includng vertical cover, clearances, pipe material, bedding scenarios		H&A		3	24	8					35	$7,060	$0	$0	$0	$7,060
Incorporate Russell into Walnut PS&E- add 1 plan and profile sht and 1 detail dwg to Walnut set		H&A		1	24	32					57	$11,420	$0	$0	$0	$11,420
POTHOLING - Russell Only and survey markings		H&A		1	2	4	4		8		19	$5,020	$2,400	$0	$24,000	$31,420
	16 potholes @ $1,500 each															
CCTV - Walnut (Monte Vista to Central one side) and		H&A		1	2	4	6		12		25	$6,820	$1,400	$14,000	$0	$22,220
	SUBCONSULTANT															
Detail SCADA conduits and pullbox to PRV at Walnut and Monte Vista & coord with City staff		H&A		3	12	24					39	$7,860	$0	$0	$0	$7,860
Delete 700' Walnut plan and profile from Central to Tenth		H&A		0	0	-20					-20	-$4,000	$0	$0	$0	-$4,000
Russell responses to RFI's and review of submittals as requested by City staff and as-builts		H&A		2	24	24					50	$10,040	$0	$0	$0	$10,040
Miscellaneous added design services as directed by City staff (10% of total)		H&A		0	0	0					0	$0	$0	$0	$0	$8,600
			11	88	76	10	-	20	-		205	$44,220		TOTAL BUDGET		$94,620

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Final Acceptance of Public Improvements for Tract Map No. 20166 (Block 4) KB Homes Coastal, Inc.

RECOMMENDATION

1) Accept public improvements as complete for Tract Map No. 20166; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

On August 5, 2019, the Planning Commission approved Chino Preserve Development Corporation's (master developer in The Preserve) applications for Master Site Approval and Tentative Tract Map No. 20164, an "A" level subdivision for conveyance purposes and the master plan authorizing up to 388 residential units (the Block 4 Project). An "A" level subdivision functions as the master-level map for a project, establishing the overall planning areas, circulation network, and development framework, and allowing future "B" level tentative tract maps to be processed consistent with the approved master plan. The Block 4 Project is generally located at the north east corner of Hellman Avenue and Legacy Park Street. (Exhibit A)

Tract Map No. 20164 created nine numbered lots and twelve lettered lots to establish the planning areas and support six future "B" level tentative tract maps. As part of the Block 4 approvals, Tentative Tract Maps 20165, 20166, 20167, 20168, 20248, and 20249 were subsequently approved to allow development by guest homebuilders.

KB Homes Coastal, Inc. ("Builder") purchased Tract No. 20166, a "B" level map authorizing development of 69 residential units on approximately 9.06 adjusted gross acres.

The Engineering Conditions of Approval ("COA") for Tract Map No. 20166 required the Builder to design and construct certain public improvements on Reflection Street, Forerunner Court, Pacesetter Court, Searcher Street, and Globetrotter Avenue, including, but not limited to, sidewalk, curb ramps, asphalt concrete overlay, streetlights, parkway landscaping, signing and striping, sewer, storm drain, and domestic water improvements. To secure these obligations, the Builder executed a Subdivision Improvement Agreement and posted the required securities, which the City Council approved on July 20, 2021 (Exhibit B). All costs associated with the design and construction of the required improvements were fully borne by the applicant; therefore, there is no direct fiscal impact to the City.

Tract Map No. 20166 is included in the Settlement Agreement approved by the City Council on November 15, 2022. This tract falls under Category C, which applies to parcels approved on or after January 1, 2017. Under Category C, the Builder must comply with the City's ADA Policy on Pedestrian Facilities (adopted December 3, 2019) per the settlement agreement and the ADA Policy at that time. When all improvements are properly constructed and meet ADA requirements, the City Council will accept them as complete.

The public improvements for this project were completed in accordance with the approved plans and to the satisfaction of Public Works staff. The project reached substantial completion in May 2025. Between May 2025 and February 2026, the contractor and project manager coordinated with the City's project engineer to address various administrative items included in the final punch list to close out the project, including as-built drawings, grading certificate, compaction report, CAD/GIS files, and backflow certification. All outstanding punch list items have since been completed to the City's satisfaction.

ISSUES/ANALYSIS

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

Security for a one-year warranty period has been submitted to the City. Under the warranty bond obligation, the Builder will correct any defects found within one year of the City Council's acceptance of the Project. Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain. The following maintenance obligations will commence following acceptance of the public improvements. For clarity, the Preserve Master Maintenance Corporation (PMMC) will be responsible for the maintenance of the public streetlights:

Domestic Water:	By the City
Storm Drain / Catch Basins	By the City
Public Sewer:	By the City
Public Street Sweeping:	By the City
Public Streetlights:	By the PMMC

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



TR 20166

Exhibit A - Vicinity Map



SUBDIVISION IMPROVEMENT AGREEMENT

between

CITY OF CHINO

and

KB HOMES COASTAL, INC.

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

KB HOMES COASTAL, INC.

Agreement Date: July 20, 2021

Subdivider Name: KB Homes Coastal, Inc. (hereinafter "Subdivider)

Subdivision Description: PL18-0015 (Tentative Tract Map No. 20166) – A "B" level subdivision of 10.43 adjusted gross acres into 69 lots and 5 lettered lots at a density of 6.62 dwelling units per acre (hereinafter "Subdivision")

Estimated Total Cost of Improvements: $1,937,900.00

Estimated Total Cost of Monumentation: $32,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: 30120449

Surety: THE CONTINENTAL INSURANCE CO.

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Christopher L. Magdosku City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417	KB Homes Coastal, Inc. c/o Heidi McBroom KB Home Inland Empire Division 36310 Inland Valley Drive Wildamar, CA 92595 hmcbroom@kbhome.com (951) 691-5394 direct (951) 623-3641 cell
CITY PROJECT INSPECTOR	**SURETY**
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501	The Continental Insurance Company c/o Brenda Wong 633 W. 5th Street, Ste. 1200 Los Angeles, CA (213) 346-5351

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 20th day of July, 2021, 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 KB HOMES COASTAL, INC. (Subdivider").

RECITALS

A. Subdivider is the owner of and has obtained approval of a subdivision map identified as Tentative Tract Map No. 20166, (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 Tract Map No. 20166 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 public improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $1,937,900.00.

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

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Tract Map No. 20166 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, 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 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. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

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

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

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

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

4. Security.

4.1. Required Security.

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

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,937,900.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $968,900.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $ 32,000.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $193,800.00 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 may 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 Chapters 3.40 and 3.45.

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. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

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

8.5. 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.

8.6. 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; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the

intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

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

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

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

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

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

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Environmental Warranty.

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

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

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

California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

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

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

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

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

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

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

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

13. General Provisions.

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

Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Nicholas S. Liguori, AICP
Director of Development Services

KB HOMES COASTAL, INC.

By: _____
(Signature and Date)

Name: HEIDI McBROOM
(Please type or print name)

Title: DIRECTOR, FORWARD PLANNING
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: 7.27.21

ATTEST:

By _____
Angela Robles, City Clerk

Dated: 7-27-2021

01225.0006/369377.1

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

APPROVED AS TO FORM:

DocuSigned by:
Fred Galante
7D8F5E4E9D0F405...
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

KB HOMES COASTAL, INC.

By: _____
(Signature and Date)

Name: HEIDI MCBROOM
(Please type or print name)

Title: DIRECTOR FORWARD PLANNING
(Please type or print title)

CITY OF CHINO

_____
Matthew Ballantyne, City Manager

Dated: _____

ATTEST:

By _____
Angela Robles, City Clerk

Dated: _____

01225.0006/369377.1

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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

State of California
County of Riverside

On July 13, 2021 before me, Claudia Camorlinga, Notary Public (insert name and title of the officer), personally appeared Heidi Mc Broom, 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.

CLAUDIA CAMORLINGA
Notary Public – California
Riverside County
Commission # 2223835
My Comm. Expires Dec 1, 2021

Signature _____. (Seal)

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EXHIBIT "A"

LOCATION MAP



EXHIBIT "B"

TRACT MAP 20166 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).

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

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
1	LS	Traffic Control (5% of construction cost)	5%	$ 36,148.25
1	LS	Clear & Grub Site (5% of construction cost)	5%	$ 36,148.25
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 300.00	$ -
	CY	AC Pavement Removal	$ 100.00	$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 36,148.25
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade	$ 1.00	$ -
2705	LF	PCC 6" Curb & 24" Gutter	$ 23.00	$ 62,215.00
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter	$ 11.00	$ -
13525	SF	4" PCC Sidewalk	$ 5.80	$ 78,445.00
7775	SF	6" PCC Thick Drive Approach	$ 7.40	$ 57,535.00
	SF	8" PCC Thick Drive Approach	$ 9.00	$ -
	LF	2" x 6" Redwood Header	$ 5.00	$ -
5	EA	Street Sign	$ 475.00	$ 2,375.00
18	EA	Traffic Sign and Post	$ 400.00	$ 7,200.00
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.05	$ -
	TON	AC Variable - <300T	$ 90.00	$ -
1265	TON	AC Variable - >300T	$ 80.00	$ 101,200.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	TON	CAB Variable - <300T	$ 75.00	$ -
1984	TON	CAB Variable - >300T	$ 65.00	$ 128,960.00
17	EA	Adjust Manhole to Grade	$ 665.00	$ 11,305.00
	LS	Mobilization	5%	$ 36,148.25
	EA	Adjust Sewer Cleanout to Grade	$ 350.00	$ -
10	EA	Adjust Water Valve to Grade	$ 265.00	$ 2,650.00
16	EA	Street Light (City Owner)	$ 6,700.00	$ 107,200.00
270	LF	1" Schedule 40 PVC Conduit	$ 30.00	$ 8,100.00
1480	LF	2" Schedule 80 PVC Conduit	$ 50.00	$ 74,000.00
25	EA	No. 6 Pullbox	$ 700.00	$ 17,500.00
6000	LF	#8 AWG Wire	$ 1.60	$ 9,600.00
2	EA	4" Curb Drain	$ 400.00	$ 800.00
	LF	Sawcut A.C.	$ 3.00	$ -
	SF	Cold Plan A.C (5 foot wide)	$ 0.28	$ -
	LF	Signing & Striping for		
		Arterial	$ 19.00	$ -
		Collector	$ 13.00	$ -
340		Local	$ 7.00	$ 2,380.00
	EA	Traffic Signal (8 - Phase Controller)	$ 250,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 50,000.00	$ -
	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	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 10.00	$ -
	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)	$ 400,000.00	$ -
	SF	Track Crossing (Concrete)	$ 150.00	$ -
	SF	Approach	$ 2.25	$ -
12	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 48,000.00
	EA	Traffic Signal Loops	$ 400.00	$ -
7	EA	Local Depression	$ 500.00	$ 3,500.00
2	EA	Stop"Legend and Limit Line	$ 300.00	$ 600.00
3	EA	Pedestrian Crosswalk Striping	$ 1,000.00	$ 3,000.00
3	EA	Fire Hydrant Marker	$ 30.00	$ 90.00
175	SF	Cobble Paving	$ 75.00	$ 13,125.00
		STREET SUBTOTAL		$ 884,373.00

PROJECT ADDITIVES		***Project Contingencies***	10%	$ ***88,437.30***
		Construction Staking	3%	$ ***26,531.19***
		Soils Testing	1%	$ ***8,843.73***
		Material Testing	1%	$ ***8,843.73***
		Construction Inspection	2%	$ ***17,687.46***
		Contract Administration	1%	$ ***8,843.73***

GRAND TOTAL STREETS ONLY $ **1,043,560.14**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ 16,972.50
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
1448	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 75.00	$ 108,600.00
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
6	EA	8" Gate Valve	$ 2,000.00	$ 12,000.00
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,500.00	$ -
3	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 22,500.00
1	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ 4,500.00
1	EA	1" Air Relief Assembly	$ 4,500.00	$ 4,500.00
2	EA	1" Air Relief Assembly with Blow Off	$ 4,500.00	$ 9,000.00
50	EA	1" Water Service/Meter	$ 3,500.00	$ 175,000.00
	EA	2" Water Service/Meter	$ 4,500.00	$ -
2	EA	Remove Existing End of Line Blow Off	$ 500.00	$ 1,000.00
2	EA	Join Existing Water Main	$ 250.00	$ 500.00
5	EA	8" 45° bend	$ 200.00	$ 1,000.00
2	EA	8"x8"x8" D.I. Tee	$ 425.00	$ 850.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
		WATER SUBTOTAL		$ 356,422.50

PROJECT ADDITIVES		***Project Contingencies***	10%	$	***35,642.25***
		Construction Staking	3%	$	***10,692.68***
		Soils Testing	1%	$	***3,564.23***
		Material Testing	1%	$	***3,564.23***
		Construction Inspection	2%	$	***7,128.45***
		Contract Administration	1%	$	***3,564.23***

GRAND TOTAL WATER ONLY	$	**420,578.55**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 75.00	$ -
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
	EA	8" Gate Valve	$ 2,000.00	$ -
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,800.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -

PROJECT ADDITIVES		***Project Contingencies***	10%	$ -
		Construction Staking	3%	$ -
		Soils Testing	1%	$ -
		Material Testing	1%	$ -
		Construction Inspection	2%	$ -
		Contract Administration	1%	$ -

GRAND TOTAL RECYCLED WATER ONLY	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LS	Traffic Control (5% of Construction cost)	5%	$ 8,861.75
	LF	Trench Support/Shoring	$ 15.00	$ -
1305	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$ 92.00	$ 120,060.00
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 98.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 104.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 110.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 140.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 170.00	$ -
	EA	Sewer Saddle	$ 450.00	$ -
43	EA	Wyes 4" x 8" Typical	$ 225.00	$ 9,675.00
9	EA	48" Sewer Manhole	$ 5,000.00	$ 45,000.00
	EA	60" Sewer Manhole	$ 6,400.00	$ -
	EA	Sewer Cleanout	$ 1,800.00	$ -
2	EA	Remove Temp. Cleanout & Join Ex. 8" VCP	$ 1,250.00	$ 2,500.00
	LF	4" PVC Lateral	$ 55.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
		SEWER SUBTOTAL		$ 186,096.75

PROJECT ADDITIVES		***Project Contingencies***	10%	$	***18,609.68***
		Construction Staking	3%	$	***5,582.90***
		Soils Testing	1%	$	***1,860.97***
		Material Testing	1%	$	***1,860.97***
		Construction Inspection	2%	$	***3,721.94***
		Contract Administration	1%	$	***1,860.97***

GRAND TOTAL SEWER ONLY	$	**219,594.17**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LS	Traffic Control (5% of Construction Cost)	5%	$ 10,256.00
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
8	EA	Storm Drain Manhole #1	$ 5,000.00	$ 40,000.00
	EA	Junction Structure #2 (24" or larger)	$ 4,400.00	$ -
1	EA	Junction Structure #4 (24" or smaller)	$ 2,500.00	$ 2,500.00
1	EA	Pipe End Plug	$ 800.00	$ 800.00
1	EA	18" 45 Degree Bend	$ 500.00	$ 500.00
6	EA	Catch Basin 3.5' Width	$ 5,500.00	$ 33,000.00
1	EA	Catch Basin 7' Width/L.D.	$ 6,100.00	$ 6,100.00
	EA	Catch Basin 10' Width/L.D.	$ 7,000.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 8,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 10,000.00	$ -
694	LF	18 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 130.00	$ 90,220.00
200	LF	24 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ 30,000.00
	LF	27 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 160.00	$ -
	LF	30 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	33 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 190.00	$ -
	LF	36 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	39 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	42 Inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 275.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 300.00	$ -
	LF	51 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 325.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 350.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	63 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 370.00	$ -
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 400.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 460.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 470.00	$ -
	LF	81 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 490.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 510.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 540.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 570.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 610.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 640.00	$ -
	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	$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 680.00	$ -
2	EA	Remove Exisiting CSP Drop Inlet & Join Existing RCP Strom Drain	$ 1,000.00	$ 2,000.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 215,376.00

PROJECT ADDITIVES		***Project Contingencies***	10%	$	***21,537.60***
		Construction Staking	3%	$	***6,461.28***
		Soils Testing	1%	$	***2,153.76***
		Material Testing	1%	$	***2,153.76***
		Construction Inspection	2%	$	***4,307.52***
		Contract Administration	1%	$	***2,153.76***

GRAND TOTAL STORM DRAIN ONLY	$	254,143.68

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20166-Public

LOCATION : Legacy Park Street/Hellman Avenue

By: Proactive Engineering

DATE: 11/30/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		ENGINEER'S ESTIMATE GRAND TOTAL		**$ 1,937,876.54**

BY ENGINEER

Prepared By: Glenn A. Budd

R.C.E. Number: 58411

Expiration: 12/31/2022

REGISTERED PROFESSIONAL ENGINEER GLENN A. BUDD No. 58411 Exp 12/31/22 CIVIL STATE OF CALIFORNIA

Place R.C.E. Stamp Here

BY CITY

Faithful Performance Bond (100% of Construction Cost)	**$ 1,937,900.00**
Labor & material Bond (50% of Construction Cost)	**$ 968,900.00**
Warranty Bond (10% of Construction Cost)	**$ 193,800.00**

✓ ok 11-30-20

NL		CM		DSH	
MB		IA		MK	
GP					

E-Mail Sent: _____
To: _____

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL
TRACT MAPS NO. 20165, 20166, 60167, 20168, 20248 & 20249

DATE: JULY 31, 2019 PC MEETING DATE: AUGUST 5, 2019

PROJECT DESCRIPTION: SIX "B" MAPS WITHIN TENTATIVE TRACT MAP Nos. 20164, FOUR BEING FOR CONDOMINIUM PURPOSES, LDR ZONE

PROJECT LOCATION: SOUTHWEST CORNER OF HELLMAN AVE AND MARKET STREET, IN THE PRESERVE

APPLICANT: CHINO PRESERVE DEVELOP. CORP/ J. EDWARDS PROJECT ENGINEER: D. HAMMER

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

THIS PROJECT SHALL ALSO COMPLY WITH THE APPLICABLE DEVELOPMENT ENGINEERING CONDITIONS OF APPROVAL FOR TM 20164 (ATTACHED), SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION ACTION ON AUGUST 5, 2019.

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.

1.3a Make the following dedications:

Street Name	Distance	Direction From C/L
Interior Public Residential Streets	30 Feet	Both sides

1.3b Within Tract Map Nos. 20167, 20168, 20248 and 20249, dedicate the following easements:
- Alleys equal to or greater than 26 feet wide, an easement for private access, public utilities and fire lane.
- Alleys less than 26 feet wide, an easement for private access and public utilities.

1.3c Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

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.

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 2.8. 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 The owner is responsible for the continued operation and maintenance of perimeter and interior street lights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to annex the properties into the Preserve Master Maintenance Corporation (PMMC).

1.8 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.

1.9 Comply with all applicable requirements of the City Code.

1.10 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.

1.11 Other Conditions:

2.0 PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.2 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.

2.3 Prepare and submit a grading plan showing pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.4 Provide a certificate, from a Registered Civil Engineer, certifying that the grading has been completed in accordance with the City approved grading plan

2.5 Design and install a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that is tributary to the City's main sewer. In addition, design and install a sampling Wye on a stubbed out sewer lateral connection into the main sewer for each industrial building in this development.

2.6 Design per City Standards full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	Public Streets	Private Alleys		
Curb & Gutter (Offset from Centerline)	18' Both sides	12', 13' or 14'		
Sidewalk (Width)	5' both Sides			
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	32'	X		
Asphalt Concrete Overlay				
Street Lights	X			
Median Island and Landscaping				
Parkway Landscaping	X			
Striping and Traffic Controls	X	X		
Traffic Signal Interconnect				
Conduit System for CATV	X	X		
Sewer	X[2]	X[2]		
Storm Drain	X[3]	X[3]		
Domestic Water	X[1]	X[4]		
Recycled Water				
Fire Hydrants as required by CVIFD	X	X		
Other				

1. Public water mains shall not extend into lettered lots
2. Public sewer mains in public streets only. Otherwise, private sewer mains
3. Public storm drains in public streets only. Otherwise, private storm drains
4. Water lines are limited to alleys at least 26 feet wide

2.7 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, in accordance with City Code, Chapter 13.32.

2.8 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.

2.9 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.

2.10 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.11 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed per City Standard No. 465.

2.12 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.

2.13 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.

2.14 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.

2.15 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.16 Other Conditions:

3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

3.1 Record Tract Map No. 20165, 20166, 60167, 20168, 20248 or 20249 as applicable pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.

3.2 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

3.3 Pay all applicable fees including, but not limited to, Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF) not previously paid under Item 1.0 above, in accordance with the City Code.

4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

4.1 Construct and secure Development Services Department approval of all required improvements and public facilities enumerated under Section 2.0 above (per Resolution No. 88-23).

4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.

4.3 Distribute for signature of all buyers the information and disclosure notice announcing that the development will be annexed to the City's Landscape and Street Lighting Maintenance Assessment District before transfer of property title and completion and acceptance of all public improvements.

4.4 Distribute for signature of all buyers the information and disclosure notice announcing that the project property will be subject to an annual special East Chino Specific Plan area Community Facilities District Tax.

4.5 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

4.6 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.7 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.

4.8 Other Conditions:

DSH

Attachment

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NOs. 20165, 20166, 60167, 20168, 20248 & 20249

PROJECT ENGINEER: D. Hammer

DATE: July 19, 2019

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

EXHIBIT "C"

TRACT NO. 20166

KB HOMES COASTAL, INC.

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: 7/13/2021

SUBDIVIDER*

By: _____

KB HOMES COASTAL, INC.

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

Left Blank Intentionally
Insert Notary Acknowledgement Here

Bond No.: 30120449
Contract No.: 2022-059
Approved: 07/20/2021 #12

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20166

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and KB HOMES COASTAL, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 20, 2021, and identified as Project No. TRACT MAP NO. 20166, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of ONE MILLION NINE HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED Dollars ($1,937,900.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 8, 2021.

KB Home Coastal, Inc.
PRINCIPAL

By: _____

The Continental Insurance Company
SURETY

By: _____
Brenda Wong, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On JUL 0 8 2021 before me, M.Gonzales , Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature M.Gonzales
M.Gonzales, Notary Public

M. GONZALES
Notary Public – California
Los Angeles County
Commission # 2213628
My Comm. Expires Oct 5, 2021

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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

State of California
County of Riverside

On July 13, 2021 before me, Claudia Camorlinga, Notary Public (insert name and title of the officer), personally appeared Heidi McBroom, 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.

CLAUDIA CAMORLINGA
Notary Public – California
Riverside County
Commission # 2223835
My Comm. Expires Dec 1, 2021

Signature _____. (Seal)

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2017.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUL 08 2021, _____.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Bond No.: 30120449
Contract No.: 2022-059
Approved: 07/20/2021 #12

LABOR AND MATERIAL BOND

TRACT MAP NO. 20166

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and KB HOMES COASTAL, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 20, 2021, and identified as Project No. TRACT MAP NO. 20166, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of NINE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED Dollars ($968,900.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 8, 2021.

KB Home Coastal, Inc.
PRINCIPAL

By: _____

The Continental Insurance Company
SURETY

By: _____
Brenda Wong, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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

State of California
County of Riverside

On July 13, 2021 before me, Claudia Camorlinga, Notary Public (insert name and title of the officer), personally appeared Heidi Mc Broom, 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.

CLAUDIA CAMORLINGA
Notary Public – California
Riverside County
Commission # 2223835
My Comm. Expires Dec 1, 2021

Signature _____ (Seal)

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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 Los Angeles

On JUL 0 8 2021 before me, M.Gonzales , Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature M.Gonzales
M.Gonzales, Notary Public

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2213628
My Comm. Expires Oct 5, 2021

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2017.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUL 08 2021, _____.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Bond No.: 30120449-M
Contract No.: 2022-059
Approved: 07/20/2021 #12

WARRANTY BOND

TRACT MAP NO. 20166

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and KB HOMES COASTAL, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated JULY 20, 2021, and identified as Project No. TM 20166, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and The Continental Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of ONE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED Dollars ($193,800.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 8, 2021.

KB Home Coastal, Inc.
PRINCIPAL

By: _____

The Continental Insurance Company
SURETY

By: _____
Brenda Wong, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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

State of California
County of Riverside

On July 13, 2021 before me, Claudia Camorlinga, Notary Public (insert name and title of the officer), personally appeared Heidi McBroom, 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.

CLAUDIA CAMORLINGA
Notary Public – California
Riverside County
Commission # 2223835
My Comm. Expires Dec 1, 2021

Signature _____ (Seal)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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State of California

County of Los Angeles

On JUL 0 8 2021 before me, M.Gonzales , Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature M.Gonzales

M.Gonzales, Notary Public

M. GONZALES
Notary Public – California
Los Angeles County
Commission # 2213628
My Comm. Expires Oct 5, 2021

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2017.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUL 08 2021, _____.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

CERTIFICATE OF SECRETARY
KB HOME COASTAL INC.

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of March 2, 2021, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 2nd day of March, 2021.

By: Tony Richelieu
Tony Richelieu
Secretary

EXHIBIT "A"
KB HOME COASTAL INC.
RESOLUTIONS ADOPTED AS OF MARCH 2, 2021

Signing Authority

RESOLVED . . ., that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of September 8, 2020, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Corporation be, and each hereby is, authorized to act on behalf of this Corporation; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Corporation as indicated herein below:

Stephen J. Ruffner	President
Robert V. McGibney	Executive Vice President [Regional President]
John P. Fenn	Executive Vice President, and President, Inland Empire Division
Michael J. Gartlan	Senior Vice President, Finance
John Abboud	Vice President, Land Acquisition
Denise Lainez	Vice President, Land Acquisition
Scott Hansen	Vice President, Forward Planning
Jesse Kleist	Vice President, Forward Planning
Daniel C. Loth	Vice President, Sales and Marketing
Erick Montano	Vice President, Sales and Marketing
Matthew Rizzo	Vice President, Finance, Inland Empire
Martha Herrera	Senior Director, DUP and Assistant Secretary
Frank Chen	Director, Forward Planning
Heidi McBroom	Director, Forward Planning
Vernell Williams	Director, Forward Planning
Bob Dinsmore	Director, Purchasing
Allen Barrett	Senior Project Manager, Land
Jennifer Blott	Senior Finance Manager
Chris Earl	Senior Project Manager
Christina Hagan	Senior Escrow Manager
Elizabeth Shoemaker	Project Manager, Land
Jessica Cross	Assistant Manager, DUP
Bob Kronenfeld	Senior Director, Marketing
Sonia Pena	Director, Sales
Aubrey Fitzgerald	DUP Coordinator

RESOLVED FURTHER, that any of the following person(s), acting alone be, and each hereby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity (which, for these purposes is (a) any limited liability company in which this Corporation is the sole member and (b) any partnership in which this Corporation is the general partner), to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition and/or disposition of bulk parcels of real property by this Corporation or any Corporation Entity, including, but not limited to, land purchase and sale agreements, purchase and sale of residential dwellings and lots, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, agreements and related documents:

Stephen J. Ruffner Robert V. McGibney
John P. Fenn (only for Inland Empire Division matters)

RESOLVED FURTHER, that the signature of the President or any Executive Vice President of this Corporation is required on any and all disbursements in excess of $1,000 for non-contract items that are executed and delivered for and on behalf of this Corporation.

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed by such person necessary or appropriate in connection with this Corporation's or any Corporation Entity's (a) land improvement and construction activities, including, but not limited to, purchase orders and subcontracts for labor and materials; and (b) land improvement and development activities including but not limited to, easements, development agreements, applications for land development approvals, option agreements, subdivision approvals, declarations of covenants, conditions and restrictions, and any other submissions required to be filed with the California Department of Real Estate ("DRE"), subdivision and tract maps and exhibits thereto, applications and submissions to obtain preliminary and final subdivision public reports and supporting documents:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jesse Kleist	Matthew Rizzo
Frank Chen		

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's development of real property including, but not limited to, improvement bonds, subdivision improvement agreements, subdivision maps, building permit applications and such other documents related to the permit process:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jesse Kleist	Matthew Rizzo
Frank Chen	Allen Barrett	Chris Earl
Heidi McBroom	Vernell Williams	Elizabeth Shoemaker

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, (a) any and all documents required to be submitted to the DRE in connection with this Corporation's or any Corporation Entity's preliminary and final subdivision public report process, and to support filings required to be made pursuant to such DRE requirements; (b) utility contracts and (c) applications and other ancillary documents required to obtain city and/or County permits for projects developed by this Corporation or any Corporation Entity:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jesse Kleist	Matthew Rizzo
Frank Chen	Allen Barrett	Chris Earl
Heidi McBroom	Vernell Williams	Elizabeth Shoemaker

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to execute, acknowledge and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed necessary or appropriate (a) to convey title in and to property which comprises the common area in planned residential projects developed by this Corporation or any Corporation Entity to be conveyed to each respective homeowners association and any and all restrictive covenants, conditions and easements and any and all supplemental declarations with respect thereto; (b) in connection with the development of real property by this Corporation or any Corporation Entity; (c) in connection with the permitting processing with respect to such real property developments and (d) to allow the DRE to issue a public report; such documents to include, without limitation, consultant contracts, utility contracts, improvement bonds, subdivision improvement agreements, subdivision maps, tract maps, parcel maps and building permit applications:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jessie Kleist	Matthew Rizzo
~~Frank Chen~~		

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to take all actions and to execute, deliver, file and record any and all certificates, instruments, agreements and documents as may be required or as such officer may deem necessary, advisable or proper, in connection with the financing of this Corporation's or any Corporation Entity's land improvement and development activities, including the public facilities necessary to serve such development, including, but not limited to, (a) the formation of assessment districts or community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, or any other comparable or similar statute or regulation; (b) authorizing the levy of assessments or special taxes against the real property of this Corporation or any Corporation Entity by any such assessment district or community facilities district; and (c) authorizing the issuance of bonds by any such assessment district or community facilities district secured by a first pledge of the proceeds of the special taxes or assessments levied on the real property of this Corporation or any Corporation Entity:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Scott Hansen
Matthew Rizzo		

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with the sale of individual lots to third parties, including, but not limited to, purchase and sale agreements, escrow instructions, notices of completion, warranty/grant deeds, contracts (including amendments, assignments, addendums and other ancillary documents forming a part of the contract), holdback agreements, termite inspection certificates, buyer and seller certificates as required under FHA, VA and other government sponsored loan programs, to effect the sale of such lots to purchasers:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Matthew Rizzo
Martha Herrera	Jessica Blott	Christina Hagan
Jessica Cross	Aubrey Fitzgerald*	

; provided, that each person designated by an asterisk is not authorized to sign warranty/grant deeds;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master subcontract agreements and related documents and material purchase agreements, subcontract work agreements and related documents with respect to the construction of improvements on real property:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Scott Hansen
Jessie Kleist	Matthew Rizzo	Bob Dinsmore

RESOLVED FURTHER, that any one of the following persons, acting alone, is authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to sign, execute and deliver master consultant agreements, purchase orders and subcontracts for labor and materials and related documents with respect to development of real property:

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Scott Hansen
Jessie Kleist	Matthew Rizzo	Bob Dinsmore

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master service agreements, vendor agreements, independent contractor sales agreements and supporting documents with respect to the marketing, sales and management of real property:

Daniel C. Loth	Erick Montano	Martha Herrera
Bob Kronenfeld	Sonia Pena	

RESOLVED FURTHER, that Stephen J. Ruffner or Martha Herrera, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's customer service and new home warranty activities and other business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Stephen J. Ruffner Robert V. McGibney
John P. Fenn (only for Inland Empire Division matters) Michael J. Gartlan
Matthew Rizzo

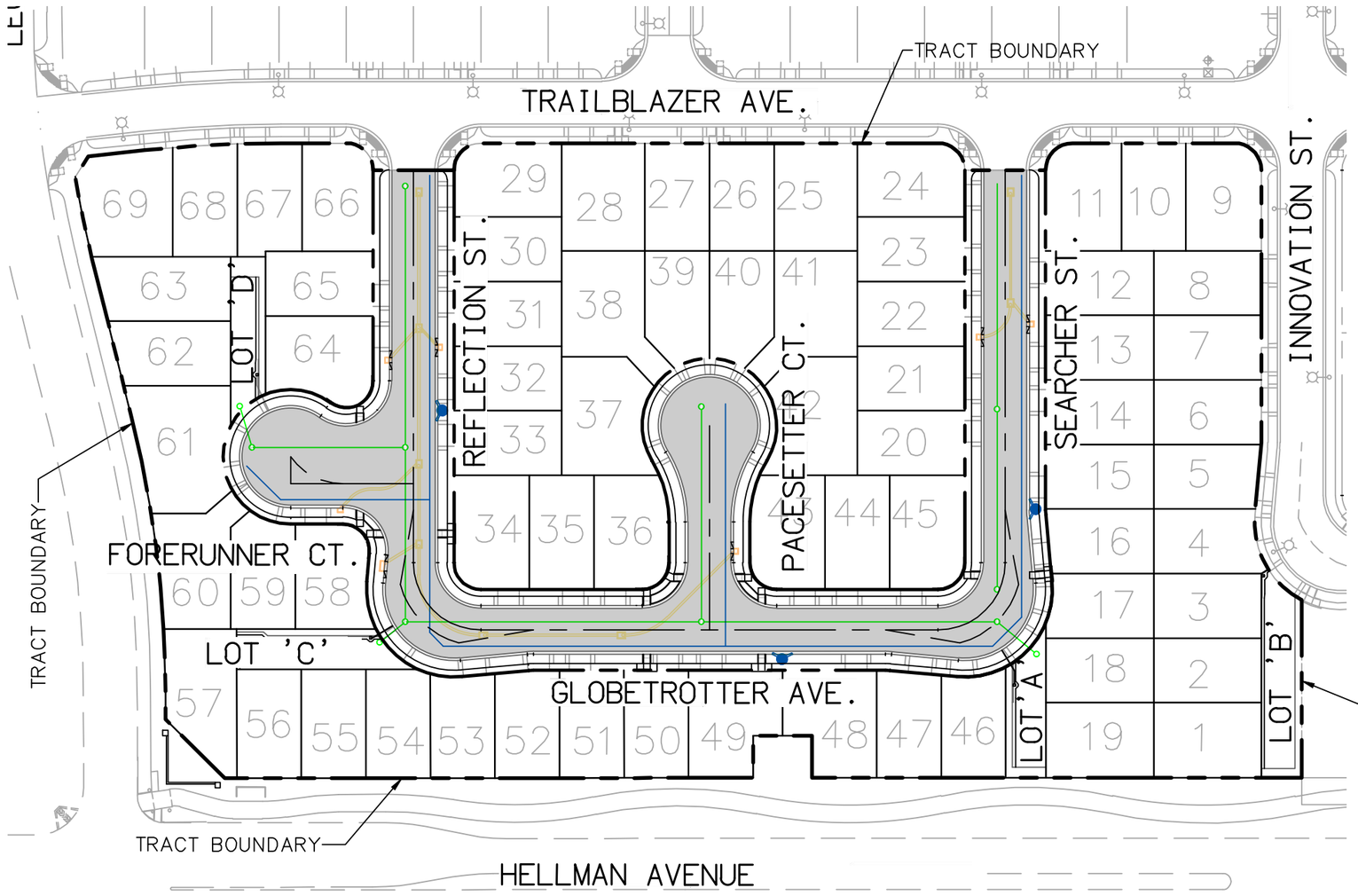
RESOLVED FURTHER, that any one of the following person(s), acting alone, be, and each hereby is, authorized and empowered to act on behalf of this Corporation in its capacity as a member (other than a sole member) of any limited liability company or as a partner (other than a general partner) of any partnership in which this Corporation owns an interest, directly or indirectly:

Stephen J. Ruffner Robert V. McGibney
John P. Fenn (only for Inland Empire Division matters)

RESOLVED FURTHER, that Stephen J. Ruffner, President of this Corporation, Robert V. McGibney, Executive Vice President [Regional President], and John P. Fenn, Executive Vice President, and President, Inland Empire Division (only for Inland Empire Division matters), be, and each hereby is, authorized, empowered and directed, for and on behalf and in the name of this Corporation and any Corporation Entity, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of the foregoing resolutions with respect to this Corporation or any Corporation Entity;

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between September 8, 2020 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.

EXHIBIT C
PUBLIC IMPROVEMENTS ATLAS



LEGEND:

- PUBLIC WATER
- FIRE HYDRANT
- PUBLIC SEWER
- PUBLIC STORM DRAIN
- CATCH BASIN
- PUBLIC STREETS

1" = 100'
50 0 100

Infrastructure Exhibit
Tract 20166
City of Chino

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

January 29, 2026

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Joint Exercise of Powers Agreement – San Bernardino Regional Housing Trust (SBRHT).

RECOMMENDATION

1) Adopt Resolution 2026-020 approving a Joint Exercise of Powers Agreement ("Agreement") with the San Bernardino Regional Housing Trust (SBRHT); 2) appropriate $25,000 from the Affordable Housing Fund 310 for annual membership fees; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation in the amount of $25,000 from the available FY 2025-26 Affordable Housing Fund 310 Budget Surplus.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure: 3106210-43310
Transfer In:	Transfer Out:

BACKGROUND

California continues to face a significant housing supply and affordability crisis driven by high land costs, rising construction expenses, limited financing options, and regulatory complexity. These statewide challenges have manifested at the local and regional levels, contributing to a constrained housing supply, increased homelessness, and broader economic impacts.

In 2021, the City/County Managers Technical Advisory Committee (CCMTAC) of the San Bernardino Council of Governments (SBCOG) formed an Ad Hoc Subcommittee to evaluate the feasibility of establishing a regional housing trust fund for San Bernardino County. In January 2022, SBCOG released the *San Bernardino Regional Housing Trust White Paper*, which outlined potential benefits, organizational structures, and relevant case studies.

Subsequently, SBCOG developed a Strategic Plan for the proposed regional housing trust, identifying regional housing needs, potential funding sources, financing tools, and programmatic activities. Throughout 2022 and 2023, SBCOG conducted extensive outreach involving local jurisdictions, elected officials, planning and housing staff, developers, and housing administrators. Based on this work, SBCOG recommended that a regional housing trust be established as a Joint Powers Authority (JPA) comprised of local jurisdictions within the region.

In April 2023, the SBCOG Board of Directors authorized the formation of the San Bernardino Regional Housing Trust, including development of a Joint Exercise of Powers Agreement. To date, 19 jurisdictions, including the City of Chino, have expressed intent in participating.

ISSUES/ANALYSIS

As the City of Chino works to rebuild and expand its Housing and Neighborhood Revitalization programs, it faces challenges related to both organizational capacity and access to sufficient funding. While staff is actively pursuing multiple funding sources, it is unlikely that any single program or funding stream will fully address the City's housing needs. A regional approach offers an opportunity to augment local efforts through shared expertise and leveraged resources.

Benefits of Participation

The SBRHT is designed to provide a coordinated, regional approach to addressing housing needs throughout San Bernardino County by raising and leveraging public and private funds, with a focus on affordable housing production and preservation. Participation in the JPA would:

- Expand access to state, federal, and private funding opportunities;
- Support affordable housing projects within the City of Chino and throughout the region;
- Provide regional coordination and administrative capacity for complex housing programs;
- Increase the region's attractiveness to housing developers and investors; and
- Ensure local representation and policy influence through JPA governance.

The Trust's potential to leverage external funding has already been demonstrated. SBRHT was recently awarded $5 million in State funding through the Regional Early Action Planning (REAP) 2.0 Lasting Affordability Program, underscoring the value of regional collaboration and early participation.

An Ad Hoc Housing Trust Committee is currently developing recommendations related to policy priorities and program administration. Membership in the JPA will allow the City to actively shape these policies and ensure alignment with local housing goals.

Structure of the Joint Powers Authority

The Joint Exercise of Powers Agreement establishing the SBRHT incorporates provisions of Senate Bill 20 (2023), in addition to the Joint Exercise of Powers Act. Utilizing SB 20 allows the Trust to operate as an early adopter of new statutory authority intended to facilitate innovative housing finance and development tools, potentially enhancing competitiveness for State funding.

The SBRHT is governed by a Board of Directors composed of locally elected representatives from each member agency, along with at least two housing policy experts selected by the elected Board members. The Board elects officers, may establish advisory committees, adopts bylaws and budgets, and oversees compliance with applicable state laws.

The Trust may contract for administrative staff or services as needed. All meetings are subject to the Brown Act, ensuring transparency and public accountability. This governance structure balances local control, regional coordination, and subject-matter expertise, while maintaining organizational independence from individual member agencies.

Withdrawal Provisions

Member agencies may opt to withdraw from the SBRHT by adopting a resolution of its governing body and providing written notice to the Trust. The withdrawal becomes effective at the end of the fiscal year that is at least six months after notice is received. Unless otherwise approved unanimously by the Board, a withdrawing Member forfeits any rights to distributions of property or funds upon dissolution and is not entitled to reimbursement of prior contributions.

Future Funding

If the City elects to become a member of the SBRHT, it will be required to pay an annual membership fee. Based on current projections, the City's fee is estimated to range from approximately $18,000 in the first year to approximately $29,000 annually as SBRHT operations ramp up to full capacity. Membership fees are calculated on a pro-rata basis, based on each member jurisdiction's population relative to the combined population of all participating agencies.

Future adjustments to the annual fee may occur as SBRHT operational expenses change and as jurisdictions join or withdraw from the Trust. Staff recommends appropriating up to $25,000 from the Affordable Housing Fund (Fund 310) to cover the City's anticipated first-year membership obligation.

Attachments – Resolution No. 2026 – 020
JPA Agreement

RESOLUTION NO. 2026-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST

WHEREAS, The San Bernardino Regional Housing Trust (SBRHT) will be formed upon the approval of at least three qualified members as a joint powers authority between Member Agencies throughout the San Bernardino Council of Governments region (region); and

WHEREAS, SBRHT was created for the purpose of funding housing specifically assisting persons and families of extremely low-, very low-, low- and moderate-income within the region; and

WHEREAS, the City of Chino is committed to increasing the supply of affordable housing and addressing the housing needs of residents across all income levels; and

WHEREAS, the City of Chino determined that there are limited financial resources for affordable housing development and that additional local financing will increase the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the SBRHT provides an opportunity to raise and pool funds to support the development of affordable and workforce housing including the preservation and rehabilitation of such housing; and

WHEREAS, the City of Chino determined that it is in the public interest and for the public benefit that the City become a member of the SBRHT to further facilitate the development of affordable housing in the City of Chino and throughout the region, including the financing of projects therefore by the SBRHT; and

WHEREAS, the City of Chino will be joining other jurisdictions that are members of the SBRHT in efforts to increase State and Federal resources for affordable housing directed to SBRHT; and

WHEREAS, the SBRHT is authorized to issue grants and loans to developers for the purpose, among others, of financing and refinancing the construction, acquisition, and rehabilitation of affordable housing; and

WHEREAS, the City anticipates there will be affordable housing projects in need of financing located in the City of Chino; and

WHEREAS, the SBRHT shall be legally independent from the City of Chino and its debts, liabilities, and obligations shall not constitute those of the City unless expressly agreed to by both parties; and

WHEREAS, local land use authority remains fully vested in the City of Chino, and nothing in the Joint Exercise of Powers Agreement shall be construed to transfer, limit, or otherwise affect the City's sovereign authority over land use decisions; and

WHEREAS, the City Council finds it to be in the best interest of the City of Chino and its residents to join the SBRHT and support regional housing solutions.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby authorizes the City of Chino's membership in the San Bernardino Regional Housing Trust (SBRHT).

SECTION 3. The City Council reviewed and approves of the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit A).

SECTION 4. The adoption of this Resolution shall not obligate the City of Chino or any department thereof to (i) finance, construct or operate any Project or refinance any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the SBRHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the SBRHT or its membership therein.

SECTION 5. The City Council hereby authorizes and directs the City Manager to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the SBRHT:

San Bernardino Regional Housing Trust
Attn: Monique Arellano, Director of the Council of Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

APPROVED AND ADOPTED THIS 24th DAY OF MARCH, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a special meeting held on the 24rd day of March 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

Joint Exercise of Powers Agreement

SAN BERNARDINO REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made this [NUMBER] day of [MONTH], 2026 ("Effective Date") pursuant to Government Code Section 6500 et seq., including but not limited to Government Code 6539.1, and other pertinent provisions of law, by and between San Bernardino County (the "County") and those cities within San Bernardino County who become signatories to this Agreement ("Cities"), and relates to the joint exercise of powers among the signatories hereto, each of which is hereafter referred to as "Member Agency" and collectively referred to as "Member Agencies" or "Members."

RECITALS

A. The Member Agencies have determined that a shortage of affordable housing exists as a result of various causes and wish to provide additional housing opportunities in a coordinated and comprehensive manner. The Member Agencies acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Member Agency.

B. Each Member Agency has the individual power to plan, acquire, manage, regulate, operate, finance and control the development, construction, and operations of affordable housing programs, including housing serving the workforce, moderate- and lower-income households, and those experiencing homelessness, generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities. Nothing contained in this Agreement shall preclude any Member Agency from establishing, maintaining or providing programs or services to its respective residents as it deems proper or necessary.

C. The Member Agencies find it in their mutual economic interest to address housing needs of their residents on a regional level within the boundaries of San Bernardino County.

D. The Member Agencies desire to act in the public interest to lessen the burden on government by reducing the need for each Member Agency to act individually, and to provide charitable support for housing within their geographic boundaries.

E. California Government Code Section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes set forth herein, permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

F. California Government Code Section 6539.1 authorizes the creation of a regional housing trust pursuant to the Joint Exercise of Powers Act, subject to certain requirements regarding governing composition and annual financial and auditing requirements.

G. Local land-use decisions remain solely with each Member Agency. Nothing in this Agreement deprives any party of its sovereign powers with respect to land use nor transfers such powers to this joint powers authority.

NOW, THEREFORE BE IT RESOLVED that the Member Agencies do hereby establish the entity to be known as the San Bernardino Regional Housing Trust, or SBRHT, to generate and/or maintain housing, disburse funding, and take other actions that will result in permanent additions to the housing stock within SBRHT's jurisdictional boundaries, and do hereby agree as follows:

1. Purpose.

1.1 The purpose of this Agreement is to establish a legal public entity separate from the Member Agencies that shall be responsible for the joint acquisition, management, operation, fundraising, planning, adoption, financing, administration, review, monitoring, and reporting of certain housing activities in the region for the benefit of those experiencing homelessness and extremely low-, very low-, low-, and moderate-income households, as defined in Section 50093 of the Health and Safety Code. By entering this joint powers authority Agreement, the Member Agencies seek to gain economic benefits not realized when operating individually. Further, the establishment of this joint powers authority provides for the economic viability and coordination of housing program financing and facilities throughout SBRHT's jurisdictional boundaries.

1.2 SBRHT shall be an entity which is legally independent from the parties to this Agreement and shall be responsible for the administration of this Agreement.

1.3 The assets, rights, debts, liabilities, and obligations of SBRHT shall not constitute assets, rights, debts, liabilities, and obligations of any of the Member Agencies. However, nothing in this Agreement shall prevent any of the Member Agencies from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of SBRHT, provided that the SBRHT Board of Directors ("Board") and the Member Agency approve, in writing signed by each party, such contract or assumption.

2. Powers.

2.1 General Powers. SBRHT shall have all the powers common to the Member Agencies of this agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1 above, subject to the restrictions set forth in Section 2.7. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code Section 6539.1.

2.2 Specific Powers. Without limiting the generality of the powers conferred in subdivision 2.1 of Section 2, SBRHT is authorized to act on any or all of the following matters, as each Member Agency could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions, and regulations:

a. Facilitate and assist the Member Agencies and others in the housing sector to acquire, construct, rehabilitate, finance, refinance, operate, regulate, and maintain affordable housing programs, projects, and facilities, as determined by the Board.

b. Coordinate and collaborate with Member Agencies on funding solicitations and other opportunities for the purposes set forth in this Agreement to minimize and avoid, where possible, competition and redundancy in the pursuit of funding.

c. Facilitate the planning, study, and recommendation of proper and appropriate SBRHT programs, activities, and management practices; including the research and study of issues related to housing.

d. Educate the public, Member Agencies, and other agencies and entities on SBRHT programs.

e. Provide for or enter into agreements to provide for administrative, financial, construction, engineering, legal, audit, and any other professional services supporting any of the SBRHT programs or activities.

f. Solicit, apply for, accept, and receive grants, donations, advances, and contributions.

g. Sue and be sued in its own name.

h. Incur and discharge debts, liabilities, and obligations which may include but shall not be limited to being in the form of secured bonds, revenue bonds, or other forms of secured or unsecured debt.

i. Issue bonds or notes and associated covenants, for designated purposes.

j. Acquire or protect any necessary security or leasehold interests involved in loans, bonds, notes, or other financing methods implemented to carry out the purpose of this Agreement.

k. Acquire, hold, lease, improve, construct, rehabilitate, maintain, pledge, assign, mortgage, operate, and dispose of real and personal property as may be necessary and appropriate in connection with the creation, construction, financing, development, and maintenance of certain workforce and affordable housing and the programmatic needs of SBRHT.

l. Issue and receive loans.

m. Acquire such insurance protection as it deems necessary.

n. Adopt resolutions and ordinances necessary to carry out the purpose of this Agreement.

o. Establish advisory committees or subcommittees as necessary.

p. Form wholly-owned and controlled affiliate entities to accomplish any of its purposes.

q. Adopt bylaws and such other rules and procedures as may be deemed necessary.

r. Convey real and/or personal property interests and/or funds.

s. Any other acts necessary to carry out the above identified actions that each Member Agency is empowered to take individually.

2.3 SBRHT shall undertake, facilitate, and encourage the acquisition, creation, construction, development, and maintenance of affordable housing programs, projects, and facilities, as determined by the Board.

2.4 SBRHT shall implement programs, financing mechanisms, and funding criteria to support and advance affordable housing opportunities within the jurisdictional boundaries of the Member Agencies. These programs may include, but are not limited to, loan and grant programs, land acquisition and disposition programs, and other initiatives designed to increase the supply, preservation, and quality of affordable housing.

2.5 SBRHT may establish criteria, policies, and guidelines governing eligibility, funding priorities, and program administration, provided such criteria are consistent with the purposes of this Agreement and applicable state and federal laws.

2.6 Equitable Member Agency Investment. The SBRHT Board shall establish criteria to allow for the equitable distribution of funds, and shall not exclude any Member Agency based on its rural, suburban, or urban character, as defined by the Board. Funding programs will not be set up as a means to impose zoning or land use changes within the boundaries of the Member Agencies.

2.7 Limitation on Powers. This Agreement does not authorize, and expressly prohibits, SBRHT to do any of the following:

a. Nothing in this Agreement shall be construed as transferring or delegating to SBRHT any land use, zoning, or development permitting power of the Member Agencies. Each member agency shall retain full and independent authority over land use decisions within its jurisdiction, including but not limited to general plan amendments, zoning classifications, entitlements, and project approvals. Any project or program funded or supported by SBRHT shall comply with the applicable general plans, zoning ordinances, and other land use regulations of the member agency within which the project is located, unless otherwise approved by the Member Agency.

b. Regulate land use within the jurisdiction of any of the Member Agencies;

c. Levy, or advocate or incentivize the levying of, any land use exaction, such as an impact fee, charge, dedication, reservation, or tax assessment, as a condition of approving the funding for or approval of, a development project;

d. Require inclusionary zoning requirements;

e. Fund or otherwise approve an agreement for a housing project that is not permitted by the Member Agency within whose jurisdiction the project is proposed to be located; or

f. Require any Member Agency to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to this Agreement.

g. Impose additional development standards for grant funding beyond what is already conditioned by another entity.

h. In the event that the SBRHT has employees, the creation of any employee pension plan or any other retirement plan other than a plan created under the federal Internal Revenue Code Sections 401(k), 403(b), 457(b), or Roth account plan.

3. Term and Termination

3.1 This Agreement shall be effective, and SBRHT shall come into existence, on the Effective Date, which shall be the date upon which this Agreement has been approved by three eligible Member Agencies.

3.2 This Agreement shall continue until terminated or dissolved pursuant to Section 3.3 of this Agreement. However, in no event shall the Member Agencies terminate or dissolve SBRHT if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of SBRHT, including, without limitation, indentures, resolutions, and letter of credit agreements.

3.3 This Agreement may be terminated by consent of a majority of the Member Agencies, and upon full and complete liquidation of all liabilities, including, but not limited to, any bonds, consistent with Section 3.2. Upon termination of this Agreement, any surplus money or assets in possession of SBRHT, after payment of all liabilities, shall be distributed to the then-existing Member Agencies in proportion to the contributions made by each.

4. Governance

4.1 Members. The Member Agencies of SBRHT shall be the parties to this agreement who have not withdrawn from SBRHT, and such other entities that may join SBRHT after execution of this Agreement. New Members may join based on the terms and conditions set forth in Section 11.

4.2 Affiliates. Entities that are eligible to be a party to this Agreement may join the SBRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors, as described in Section 4.3, or receive funding for a project within their jurisdiction until such time, if ever, they become a Member of the SBRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a party to this Agreement.

4.3 Board of Directors; Composition. SBRHT is governed and administered by a Board of Directors ("Board") that shall exercise all powers and authority on behalf of SBRHT. The membership of the Board of SBRHT shall be in accordance with Government Code Section 6539.1, and as it may be amended. As currently required at execution of this Agreement, the SBRHT Board shall consist of at least five (5) Directors, as follows:

a. At least three (3) Directors shall be locally elected officials from their respective Member Agency jurisdictions, and appointed by their respective Member, and

b. Each Member Agency may appoint up to one (1) Director, and

c. At least two (2) Directors shall be experts in homeless or housing policy that are not elected officials of any local agency. These Director positions shall be selected by a majority vote of the elected membership of the Board prescribed in Section 4.3(a) of this Agreement, and

d. A majority of Directors must be locally elected officials from their respective Member Agency jurisdiction, and

e. Alternates for each Director position may be established by the Board of Directors, provided that such alternates meet the requirements established in this Agreement and under the bylaws adopted by the Board of Directors.

4.4 Advisory Committees. The Board may establish one or more advisory committees to advise the Board, pursuant to the bylaws.

4.5 Director Terms. The Member Agencies shall select their respective Directors for the Board no later than the Effective Date, or the effective date of the respective Member Agency entering into this Agreement, as may be applicable. Each Director shall serve a term of two years, but may be reappointed for successive two-year terms in accordance with this Agreement. At least 15 days prior to the end of a Director's term, the respective Member Agency must select a new Director or re-select the current Director for the new term of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board in a Director position originally appointed by a Member Agency pursuant to this Agreement in Section 4.3(b), that Member Agency shall appoint a replacement in accordance with the criteria of Section 4.3(a) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced. In the event of a vacancy on the Board in a Director position appointed pursuant to this Agreement in Section 4.3(c), the SBRHT Board shall appoint a replacement in accordance with the criteria of Section 4.3(c) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced.

4.6 Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors consistent with Section 8.6.

4.7 Compensation. Directors shall serve on the Board without compensation. Directors may be reimbursed for actual expenses that are approved in accordance with applicable provisions of this Agreement and SBRHT bylaws before the expenses are incurred.

5. Budgets and Financing.

5.1 The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date of this Agreement and conclude on the next June 30th.

5.2 The Board shall annually adopt an operating budget for SBRHT setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the Board of Directors. The budget for SBRHT shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and program costs (i.e., the financing of the programs funded or sponsored by SBRHT).

5.3 The particular Program and Program budget funded, sponsored, or operated by SBRHT, as well as the level of, and mechanisms for, the involvement of SBRHT and each Member Agency, in such

Program and Program budget, shall be determined and approved by the Board. A Member Agency's individual contribution, involvement, and role in any particular Program or the Program budget shall be mutually agreed between the Member Agency and SBRHT. By way of example only, said contributions, involvement, or role may include cash contributions, provision of services or staffing, use or transfer of title to real or personal property, pledges, guarantees, or whatever other instruments or involvement the Member Agency and SBRHT may agree to. Contributions of all kinds to the Program budget from private persons or entities and not-for-profit entities, whether their interests are represented by any Directors, are encouraged, so long as they do not cause a violation of any applicable conflicts of interest statutes, rules, or regulations.

6. Financial Management.

6.1 Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer of SBRHT to hold the offices of treasurer and auditor of SBRHT. This officer can be either the treasurer of a Member Agency to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5, and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond as required by Government Code Section 6505.1 with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

6.2 SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purpose of SBRHT.

7. Additional Officers and Staffing.

7.1 It is understood that SBRHT will require the support of administrative staff. When deemed necessary, the Board may contract for officers and staff with a Member Agency, the San Bernardino Council of Governments, or other independent contractors, agents, or volunteers as the Board may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefore.

7.2 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

7.3 The officer or staff may be delegated authority as deemed necessary or appropriate by the Board.

7.4 If SBRHT contracts with a Member Agency to provide SBRHT with administrative services through persons who are employees and/or officers of the Member Agency, then any retirement liabilities

associated with that Member Agency's employees and/or officers shall not constitute a liability of SBRHT or any other Member Agency. This shall not preclude a Member Agency providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Member will charge SBRHT for providing such services.

7.5 All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents, or employees of a Member Agency shall apply to the same extent when performing duties for SBRHT.

8. Meetings.

8.1 The Board shall schedule at least two (2) regular meetings each Fiscal Year.

8.2 Special meetings of the Board may be called by the Chairperson of the Board and otherwise in accordance with provisions of California Government Code Section 54956 and any applicable SBRHT bylaws.

8.3 All meetings of the Board shall be held subject to the provisions of California Government Code Section 54950 et seq. (the "Brown Act") and other applicable laws of the State of California.

8.4 A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement or otherwise defined in the Bylaws, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting. Each Director of a Member Agency shall have one vote and no weighted or proxy votes shall be permitted.

8.5 The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept as record of all meetings.

8.6 The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

8.7 The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

9. Bylaws.

9.1 The Board shall adopt bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are appropriate in order to carry out SBRHT's purpose.

9.2 The Board may, from time to time, amend its bylaws.

10. Fees.

10.1 Member Agencies shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SBRHT in accordance with a cost allocation as determined and approved annually by the Board of Directors. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

11. New Members.

11.1 New Member Agencies may be added to SBRHT by a majority vote of the Directors present at the meeting. Membership is effective immediately upon execution of this Agreement by the new Member Agency.

12. Withdrawal.

12.1 It is fully anticipated that each Member Agency shall participate in SBRHT until the purposes set forth in this Agreement are accomplished. A Member Agency may withdraw from SBRHT upon its governing board's adoption of a resolution stating its intent to withdraw from SBRHT. The withdrawal of any Member Agency shall be conditioned as follows:

a. The withdrawal shall be effective at the end of the SBRHT Fiscal Year which is at least 180 days after the receipt by SBRHT of a written notice of the Member Agency's intent to withdraw, accompanied by a copy of the governing board resolution stating the intent to withdraw; and

b. Unless otherwise provided by a unanimous vote of the SBRHT Board, withdrawal shall result in the forfeiture of that Member Agency's rights and claims relating to distribution of property and funds upon termination of SBRHT. Withdrawn Members shall not be entitled to any reimbursement of Administrative Fees.

13. Amendments.

13.1 Except as provided in Sections 11 and 12, subject to all legal obligations of SBRHT, this Agreement may be amended by a writing executed by all of the Member Agencies of SBRHT.

14. Notices.

14.1 All notices to the Member Agencies shall be deemed to have been given to the Member Agencies (1) three days after mailing when mailed, postage prepaid by United States mail, return receipt requested, or (2) at the time of delivery when delivered personally or by courier service to the Member Agency's City or County Clerk during usual business hours at the principal office.

14.2 All notices to SBRHT shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the executive officer of SBRHT at the following address, or to such other address as may be designated to SBRHT for formal notice:

1170 W. Third Street

2nd Floor
San Bernardino, CA 92410

15. Assignments; Other Agreements.

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member Agency. No Member Agency may assign any right or obligation hereunder without the written consent of all other Member Agencies. Participation in SBRHT is not intended to preclude Member Agencies from entering into similar agreements with other jurisdictions.

16. Severability.

16.1 Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Member Agencies intended to enter into in the first instance.

17. Headings.

17.1 All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

18. Non-Liability for Obligations of SBRHT.

18.1 The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities, or obligations of any Member Agency or its respective officers, agents, employees, representatives, or volunteers.

a. Assignment. Each Member Agency shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims (as defined in Subsection d below) arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Member Agency pursuant to this section.

b. Survival. SBRHT's duty to defend, indemnify, and hold harmless Member Agencies shall survive and continue in full force and effect after withdrawal of any Member from this Agreement, including as to the withdrawing Member Agency, or termination of this Agreement for any reason with respect to any Claims, as defined in 18.1.d., that occurred before the date of such withdrawal or termination.

c. Pursuant to the provisions of California Government Code Section 895 et seq., each Member Agency that is party to this Agreement shall be liable for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents.

d. Indemnification. The SBRHT shall defend, indemnify, and hold harmless each Member Agency, its officers, agents, employees, representatives, and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature

(collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's acts and omissions related to its purposes set forth in this Agreement, including such third-party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative, or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions, or willful misconduct, whether in whole or part.

e. Liability Financing. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event SBRHT's financial obligations to indemnify, defend, and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), the Member Agencies may provide for contribution or indemnification by any or all of the Member Agencies that are parties to the agreement upon any liability arising out of the performance of the agreement, and/or a Member Agency or Member Agencies may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit, or waive SBRHT's obligations of indemnity or defense to each Member Agency as first set forth above in this section. Nothing herein shall obligate any Member Agency to indemnify or hold harmless SBRHT for an Unfunded Liability or to make any contribution towards an Unfunded Liability. In no event shall any Unfunded Liability of the SBRHT be passed through to a Member Agency without the express, written, and voluntary approval of that Member Agency's governing body via a separate instrument.

19. Governing Laws and Venues.

19.1 This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state within the County of San Bernardino, California. Each party irrevocably submits to the personal and subject matter jurisdiction of such courts and waives any objection to venue or forum non conveniens with respect to actions brought in those courts.

20. Confirmation of Jurisdictional Authority.

20.1 By signing this Agreement, the Member Agencies retain all jurisdictional authority granted to them by the State and/or their respective Charters. The powers and/or authority granted to SBRHT pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their signatures on this Agreement, effective as of the date first stated above.

MEMBER AGENCY: [ENTER MEMBER AGENCY NAME]

By: _____

[INSERT Name of Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

MEMBER AGENCY:

By: _____

[INSERT Name Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

San Bernardino County Transportation Authority (SBCTA) Measure I 3.0.

RECOMMENDATION

Adopt Resolution No. 2026-019, approving support of the expenditure plan presented by SBCTA for the continuation of Measure I, which supports street maintenance and transportation-related improvements.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of this resolution. However, the City currently receives local return funding through the existing Measure I program. If the Measure I program is not continued or replaced in the future, the City could lose a significant source of funding used for the maintenance and improvement of local roadways. Continuation of the measure would help ensure that the City may continue to receive transportation funding to support local infrastructure needs.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The San Bernardino County Transportation Authority (SBCTA) is the countywide agency responsible for transportation planning, funding, and project delivery in San Bernardino County. SBCTA administers Measure I, the County's existing half-cent sales tax dedicated to transportation improvements, was originally approved by voters in 1989 and later extended by voters in 2004.

Revenue generated through Measure I funds a wide range of transportation projects including highway improvements, local street and road maintenance, transit services, congestion management programs, traffic signal improvements, and regional transportation planning efforts. A portion of Measure I revenue is distributed directly to local jurisdictions through a Local Streets Program to support maintenance and rehabilitation of city roadways. From 2010 through 2025, the City received over 22 million dollars in Measure I funding, which was allocated to a broad range of plans and construction projects across the community.

SBCTA is currently developing Measure I 3.0, a proposed continuation and modernization of the existing transportation sales tax measure. Measure I 3.0 would seek voter approval to extend and update the current funding program to address the county's growing transportation demands, aging infrastructure, and evolving mobility needs. Proposed investments may include roadway improvements, freight corridor enhancements, transit expansion, active transportation infrastructure, and emerging mobility technologies.

For the measure to be placed on a future countywide ballot, SBCTA is seeking input and support from local jurisdictions throughout the county. Adoption of a resolution by the City Council would express the City's support for continued investment in regional transportation infrastructure and programs.

ISSUES/ANALYSIS

Measure I funding has played an important role in helping the City of Chino maintain and improve its local transportation network. Through the program's local return funding, the City has been able to invest in street maintenance, pavement rehabilitation, traffic safety improvements, and other transportation-related projects that directly benefit residents and businesses. These funds have provided the City with a reliable revenue source to address aging roadway infrastructure and maintain safe and efficient travel throughout the community. Measure I has also helped the City leverage regional transportation investments that improve connectivity to major corridors and support continued economic growth in the area.

Measure I 3.0 is intended to build upon the success of the existing program by providing long-term funding for transportation priorities identified through regional planning efforts. Continued investment in transportation infrastructure may help reduce congestion, improve mobility, enhance goods movement, and support multimodal transportation options such as transit, bicycle, and pedestrian facilities.

Support of the expenditure plan from local jurisdictions is an important component of SBCTA's outreach and planning process. By adopting a resolution of support, the City would signal its interest in continued regional collaboration and investment in transportation improvements that benefit residents, commuters, and businesses throughout the county.

Adoption of the resolution does not commit the City to any financial obligation; rather, it expresses policy support for the development and potential placement of the continuation of

Measure I transportation investment plan on a future ballot for consideration by San Bernardino County voters.

Attachment: Exhibit A - Resolution 2026-019

RESOLUTION NO. 2026-019

RESOLUTION OF THE CITY OF CHINO APPROVING THE EXPENDITURE PLAN FOR THE EXPENDITURE OF REVENUES IN SAN BERNARDINO COUNTY EXPECTED TO BE DERIVED FROM THE PROPOSED CONTINUATION OF MEASURE I

WHEREAS, The voters of San Bernardino County passed Measure I in November 1989 and renewed it in 2004, authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent transactions and use tax for transportation improvements, applicable in the incorporated and unincorporated territory of the County of San Bernardino, through April 1, 2040, and

WHEREAS, Measure I has provided funding for numerous transportation projects, including freeways, local roads, major streets, interchanges, the Metrolink commuter train system, public buses, traffic signals, and more; and

WHEREAS, the imposition of the one-half of one percent transactions and use tax is set to expire in 2040, and

WHEREAS, San Bernardino County Transportation Authority, after engagement with private sector stakeholders and City and County representatives, has prepared an Expenditure Plan for the revenues expected to be derived from the proposed continuation of Measure I, which is anticipated to be placed on the November 3, 2026, ballot, and

WHEREAS, the proposed Expenditure Plan for the continuation of Measure I is attached hereto as Exhibit 1, and

WHEREAS, if approved by the voters, the continuation of Measure I would authorize the collection of a one-half of one percent sales tax and generate an estimated $7.5 billion in its first 30 years for local transportation projects, and

WHEREAS, if approved by the voters, the continuation of Measure I would not institute a new tax, but continue the existing one-half of one percent sales tax for transportation after April 1, 2040, and

WHEREAS, revenues raised from the continuation of Measure I would remain in San Bernardino County and could not be allocated by the state or federal government, and

WHEREAS, Measure I would provide a long-term funding source to help fight traffic congestion; improve local streets, major roads and highways; and enhance San Bernardino County's economy by providing construction-related jobs, manufacturing jobs, and an effective transportation system to meet the needs of residents and the business community, and

WHEREAS, Public Utilities Code section 180206 requires that the Measure I Continuation Expenditure Plan be approved by the County Board of Supervisors and a majority of the cities representing a majority of the population residing in incorporated areas,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chino, hereby approves the Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit 1).

APPROVED AND ADOPTED THIS 24th DAY OF MARCH 2026

By: _____

EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____

NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Chino at their special meeting on the 24th day of March 2026, and carried by the following vote:

AYES:

NOES:

ABSENT:

_____
Natalie Gonzaga
City Clerk

Exhibit A

Transportation Expenditure Plan

Revenue Estimates and Distribution. Allocation of revenue authorized by Ordinance No. 26-1 is established within this Expenditure Plan. Funds shall be allocated by percentage of the actual revenue received. An estimate of revenues and allocation among categories for the first 30 years is $7.5 billion. The estimated revenue is based upon 2026 value of money and is not binding or controlling.

Return to Source. After deduction of required CDTFA fees, funds dedicated for the Interregional Mobility Expenditure Plan and authorized administrative costs, revenues generated from each specified Subarea within San Bernardino County will be expended on projects of direct benefit to that Subarea. Revenues will be accounted for separately for each Subarea and then allocated to specified project categories. Decisions on how revenues for certain project categories are expended within the Subareas will be made by the Authority Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea will include the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain/Desert area will include the following subareas: (1) The North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) The Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) The Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley, and surrounding unincorporated areas; (4) The Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia, and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood.

Contribution from New Development. No revenue generated from the tax shall be used to replace the fair share contributions required from new development as further described in Section 8 of the Ordinance.

Requirement for Annual Financial and Compliance Audits of Measure Funds. The San Bernardino County Transportation Authority shall undergo a biennial financial audit, and each local jurisdiction receiving an allocation of Measure revenue authorized in this Expenditure Plan shall undergo an annual financial audit, with all audits to be performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States. Compliance audits also shall be conducted to ensure that each agency is expending funds in accordance with the provisions and guidelines established for Measure revenue including compliance with Maintenance of Effort provisions

The Interregional Mobility Expenditure Plan. Upon initial collection of revenue, 3% of the revenue generated across all San Bernardino County subareas will be reserved in advance of other allocations specified in this plan, in an account for the Interregional Mobility Expenditure Plan. The Interregional Mobility Expenditure Plan will provide resources for the planning and implementation of projects and programs that provide critical infrastructure to communities impacted by regional motorist, tourism, interregional travel, and goods movement. This program will help plan and deliver critical infrastructure improvements, such as enhancements in the Cajon Pass and other key corridors, that address congestion,

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enhance mobility, improve safety, and strengthen resilience. It will also support evacuation planning, bolster emergency response capabilities, improve primary evacuation routes, and fund transit-related evacuation needs. In addition, the program will be available to address unexpected infrastructure damage resulting from natural or human-caused disasters, ensuring rapid recovery and the restoration of essential interregional mobility.

San Bernardino Valley Subarea Expenditure Plan. In that area described as the San Bernardino Valley Subarea, and referred to herein as the Valley Subarea, project categories shall be established as specified below. The San Bernardino Valley Subarea Expenditure Plan is illustrated in Figure A.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Valley Subarea.

B. Local Mobility 25%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, streetlights, and quiet zones. Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County's portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the local jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local streets, major highways, state highway improvements, transit, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plan shall be consistent with local, regional, and state transportation plans.

C. Regional Mobility 50%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), quiet zones, planning and project development, and emerging transportation technology.

Regional Mobility projects are defined as congestion relief and safety improvements to corridors that connect communities, serve major destinations, and provide freeway access. Decisions on how Regional Mobility funds are expended will be made by the Authority Board of Directors, based upon recommendation of local jurisdiction representatives. Funding priorities shall be given to improving roadway safety, relieving congestion, and street improvements at rail crossings and shall take into

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account equitable geographic distribution over the life of the program. Eligible projects also include, but are not limited to, signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects that contribute to environmental enhancement associated with transportation facilities.

D. Operations 25%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendations of local jurisdiction representatives. Funding priorities shall be given to maintaining core services across all modes of mobility.

Mountain/Desert Expenditure Plan. In that area described as the Mountain/Desert area, the following Expenditure Plan requirements shall apply. The Mountain/Desert Subarea Expenditure Plan is illustrated in Figure B.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Mountain/Desert Subareas.

B. Local Mobility 70%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, and streetlights. Allocations to local jurisdictions shall be based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate. Tax generation calculations shall be based upon CDTFA data.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, but are not limited to, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local roads, major streets, state highway improvements, transit, including but not limited to, fare subsidies and service enhancements for seniors and persons with disabilities, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plans shall be consistent with other local, regional, and state transportation plans.

C. Regional Mobility 20%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), planning and project development, and emerging transportation technology.

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Revenue collected within each Subarea shall be reserved in a special account to be expended on Regional Mobility projects of benefit to the Subarea. Regional Mobility projects are defined as major streets and highways serving as primary routes of travel within the Subarea, which may include State highways and freeways, where appropriate. Regional Mobility Projects funds can be used to leverage state and federal funds for transportation projects and to perform advance planning/project reports. Expenditure of Regional Mobility funds shall be approved by the Authority Board of Directors, based upon a recommendation of Subarea representatives and the Mountain/Desert Policy Committee. If, after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Policy Committee make a finding that Regional Mobility funds are not required for improvements of benefit to the Subarea, then revenue in the Regional Mobility category may be returned to local jurisdictions within the Subarea. Such return shall be allocated and expended based upon the formula and requirements established in the Local Mobility category.

D. Operations 10%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee and/or Transit Committee. Funding priorities shall be given to maintaining core services across all modes of mobility services.

The Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee, may provide additional funding beyond 10% upon a finding that such increase is required to address unmet transit needs of the Subarea. All increases above the 10% initial revenue collected for the Operations category shall come from the Local Mobility category of the Subarea.

E. Mountain/Desert Policy Committee. The Mountain/Desert Policy Committee of the Authority shall remain in effect and provide oversight of the implementation of the Mountain/Desert Expenditure Plan.

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Measure "I"
Transportation Expenditure Plan

FIGURE A
San Bernardino Valley Subarea Expenditure Plan

Local Mobility 25%

Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair and maintenance for improved localized movement. Includes pass through for local priorities.

- Local Street Widening & Rehabilitation
- Potholes
- Grade Separations
- Sidewalks
- Bike Lanes
- Streetlights
- Quiet Zones

Regional Mobility 50%

Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement.

- Highway Improvements
  - Managed Lanes
- Bus and Passenger Rail
  - Capital and Rehabilitation
- Corridors
  - Roadway, Transit, ATP
- Interchanges
- Environmental Mitigation
- Traffic Management Systems
  - Freeway Service Patrol
  - Air Quality Strategies
- Planning and Project Development
- Emerging Transportation Technology
- Quiet Zones

Operations 25%

Resourcing the operational costs for providing mobility services via transit, senior and specialized services, first/last mile connections, and safety support functions.

- Transit Operations
  - Bus, Rail, Innovative Technology
  - Student, Senior and Disabled Transit
- Traveler Emergency Network
- Vanpool/Ride Share
- First/Last Mile

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FIGURE B
Mountain Desert Expenditure Plan



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Exhibit "B"

Independent Taxpayer Oversight Committee (ITOC)

ITOC Goal and Function. Voter approval of this Measure shall result in the continuation of the existing Independent Taxpayer and Oversight Committee (ITOC) as follows:

The ITOC shall provide citizen review to ensure that all Measure funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provisions of the Expenditure Plan and Ordinance No. 26-1, Measure I and the Measure I Expenditure Plan.

Audit Requirement. A bi-annual fiscal and compliance audit shall be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The audit shall review the basic financial statements of the Authority as defined by the Governmental Accounting Standards Board and the financial and compliance audits of the member jurisdictions.

Role of Financial and Compliance Audit and the ITOC. The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration that the ITOC believes may improve the financial operation and integrity of program implementation.

The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Authority Board of Directors meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.

Membership and Selection Process. The Authority shall have an open process to select five committee members, which shall include solicitation of trade and other organizations to suggest potential nominees to the committee. The committee members shall possess one of the following credentials:

- Professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

- Licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure funding.

- Three public members who possess knowledge and skills that will be helpful to the work of the ITOC.

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The Chair and the Executive Director of the Authority shall serve as ex-officio members of the ITOC.

Terms and Conditions for Committee. Committee members shall serve staggered four-year terms. In no case shall any voting committee member serve more than twelve years on the ITOC.

- Committee members shall serve without compensation, except they shall be reimbursed for authorized travel and other expenses directly related to the work of the ITOC.
- Committee members cannot be a current local elected official in the County or a full-time staff member of any city/town, the County government, local transit operator, or state transportation agency.
- Non-voting ex-officio committee members shall serve only as long as they remain incumbents in their respective positions and shall be automatically replaced by their successors in those positions.
- If vacancies on the ITOC occur, for any reason, Authority staff will collaborate with Authority Board members to find an appropriate replacement, within 90 days of the vacancy or as soon thereafter as possible, to fill the remainder of the term.
- When more than one application is received for a vacancy, the General Policy Committee will make a recommendation to the Authority Board of Directors to appoint an applicant to the ITOC.
- When only one application is received, the Board President will recommend to the Board the applicant's appointment to the ITOC.

ITOC Operation Protocols.

- The ITOC shall continue as long as Measure revenues are collected.
- Authority Board of Directors and staff shall fully cooperate with and provide necessary support to ensure the ITOC successfully carries out its duties and obligations.

Conflict of Interest. ITOC voting members shall have no legal action pending against the Authority and are prohibited from acting in any commercial activity directly or indirectly involving the Authority, such as being a consultant during their tenure on the ITOC. ITOC voting members shall not have direct commercial interest or employment with any public or private entity that receives the transportation tax funds authorized by the voters in this Ordinance.

Exhibit C (Ballot Question)

Measure "I" Local Transportation Improvement Program

San Bernardino County Road Repair/Traffic Relief Extension
Without raising tax rates, shall an ordinance to fund repairing potholes; keeping local roads in good condition; completing freeway/highway projects to improve traffic flow/safety, reduce traffic bottlenecks;

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upgrading aging bridges/overpasses; creating local jobs; keeping student/senior/disabled/veteran transit fares low be adopted, extending the ½¢ voter-approved transportation sales tax, providing approximately $250,000,000 annually until ended by voters, requiring audits, oversight, spending disclosure, local control?

DRAFT

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Federal Asset Forfeiture - Duty Handguns and Accessories.

RECOMMENDATION

1) Establish Federal Grant Number G4266; 2) appropriate $296,014.05 from the fund balance of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of duty handguns and all necessary accessories; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation in the amount of $296,104.05 from the fund balance of the Federal Asset Forfeiture Fund 120. This funding was received in a prior fiscal year and recorded in the Federal Asset Forfeiture Fund 120.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Public Service Excellence through Internal and External Partnerships
- Effective Technology

Revenue: 12040002-59500-G4266	Expenditure: 12040002-40010-G4266
Transfer In:	Transfer Out:

BACKGROUND

For several years, the Chino Police Department has actively participated in investigations or prosecutions that resulted in federal forfeiture. As a result, the city receives an equitable share of the net proceeds. Forfeiture funds are designated exclusively for law enforcement purposes and must supplement existing resources, not replace them.

ISSUES/ANALYSIS

The Chino Police Department remains committed to equipping its officers with reliable, effective, and modern tools necessary to meet evolving public safety demands. The Department's current duty handguns, the Glock 17 and Smith & Wesson M&P 9mm have served reliably and have been in service for about 10 years.

Advancements in firearm technology, increased emphasis on officer survivability, and feedback from patrol personnel, training staff, and specialized units indicate an opportunity to enhance performance beyond polymer-framed duty pistols.

In August 2025, the Department's Training Unit conducted a structured, five-day evaluation of multiple duty handgun platforms under controlled range conditions. Firearms evaluated included the current Glock 17, the Staccato P-4.0 HD, the Staccato P-4.5 HD, the HK VP9, and the Smith & Wesson M&P 9mm. Officers assessed performance during qualification courses, rapid-fire drills, reloads, and stress-based shooting scenarios.

The Staccato P-4.5 HD was unanimously preferred by participating officers. Officers cited reduced recoil, smoother and more consistent trigger characteristics, faster target reacquisition, and improved control during rapid engagements. These factors directly support improved officer performance and survivability in critical incidents.

Additionally, the Department's SWAT Team has utilized Staccato pistols operationally for several years with zero documented reliability or performance issues, providing real-world validation of the platform beyond controlled testing environments.

Key advantages supporting the Department's recommendation include:

- **Enhanced Accuracy and Control:** The steel-frame 2011 design reduces recoil and muzzle rise, improving shot placement and follow-up speed.
- **Reliability:** No malfunctions were recorded during Department testing, and the platform has a proven duty record with specialized units.
- **Officer Safety and Confidence**: Officers reported increased confidence when engaging targets under time and stress constraints.
- **Durability and Service Life:** Manufactured in the United States using duty-grade materials and supported by a lifetime warranty, annual inspections, and replacement of defective components.
- **Cost Efficiency Over Time**: While initial unit cost exceeds polymer-framed pistols, reduced maintenance needs, lower failure rates, and extended service life support long-term fiscal responsibility.
- **Compatibility and Integration:** Safariland 6390RDS holsters are purpose-built for the Staccato platform and compatible with common optics and weapon-mounted lights. Existing magazine pouches remain compatible, avoiding additional costs.
- **Training Support:** Staccato will provide complimentary armorer and transition training, ensuring a controlled and efficient rollout.

This purchase constitutes a non-routine performance upgrade and does not replace a scheduled or budgeted duty-weapon replacement cycle. Use of Federal Asset Forfeiture funds in this manner supplements and enhances the Department's overall law enforcement capabilities and does not constitute supplantation. The Chino Police Department recommends that City Council approve the use of Federal Asset Forfeiture funds of up to $296,014.05 for the purchase of the Staccato P-4.5 HD duty handgun system, including optics, holsters, and associated equipment, for sworn personnel.

This transition represents a strategic investment in officer safety, operational readiness, and alignment with contemporary law enforcement standards. It is also a one-time capital investment in upgraded duty firearms and related equipment. The Chino Police Department anticipates reduced long-term maintenance costs due to enhanced durability and manufacturer warranty coverage. Trade-in credit will offset a portion of the total cost.

Attachments: Quote-Staccato
Quote-Proforce

Sales Quotation

TO:	Sergeant Joe McArdle
DATE:	11-Feb-26
FROM:	John Ray - LE Business Development Manager - Southwest
RE:	Chino Police Department

Model:	MSRP:	$/Unit:	Quantity:	Total:
STACCATO P-4.5 HD Preferred	$2,899.00	$2,099.00	95.00	$199,405.00
SKU: 20-2300-000106				$0.00
MAGAZINE 18 ROUND 9MM	$29.99	$0.00	570.00	$0.00
SKU: 702-MECGAR-18-9X19				$0.00
HOST OPTIC MOUNT SYSTEM	$74.99	$0.00	95.00	$0.00
SKU: 275-30100-00				$0.00
Trijicon RMR HD	$774.99	$774.99	95.00	$73,624.05
SKU:250-01016072-SP				
Custom Serial Numbers	$60.00	$60.00	95.00	$5,700.00
Agency Engraving	$60.00	$60.00	95.00	$5,700.00
Trade in Credit:				
Glock 17 Gen 4		$300.00	5.00	
Glock 17 Gen 5 W Optic		$425.00	70.00	
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
ANNUAL INSPECTIONS (2 in 4 years	$2,700.00	$0.00	2.00	$0.00
AGENCY ARMORER COURSE	$2,400.00	$0.00	1.00	$0.00
TRANSITION COURSE	$3,400.00	$0.00	1.00	$0.00
LIFETIME WARRANTY	$2,899.00	$0.00	95.00	$0.00
OIS LOANER PROGRAM	$2,899.00	$0.00	95.00	$0.00

Payment Terms Net		
Payment #	**Due Date**	**Amount**
1	60 Days	267.869.97
2		$0.00
3		$0.00

Sub TOTAL	$284,429.05
TAX	$24,887.54
FREIGHT	$4,935.25
Credits	$31,250.00
TOTAL	$283,001.84

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Ste A. Prescott, AZ 86301
Tel: 928-778-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
734951	1

SHIP DATE
A.S.A.P.

SOLD TO

CITY OF CHINO
FINANCE DEPT ATTN: A/P
PO BOX 667
CHINO CA 91708-0667

SHIP TO

CITY OF CHINO POLICE DEPT
5450 GUARDIAN WAY
CHINO CA 91710

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/26/25	000900	A	CHRIS BRAZZILL	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
90	6390RD-5582-131 SFL 6390RDS ALS DTY HLST LI RH HD P4.5 LGT(6390RDS-5582-131)	125.95	EA .00	11,335.50
5	NON-STOCK 6390RDS-5582-131 SFL ALS DTY HLST LI LH	125.95	EA .00	629.75

IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.:_____

Signature: _____

COMMENT
for timothy contreras

by ryan

TERMS DUE NET 30 DAYS

SALES AMOUNT	11,965.25
8.750% SALES TAX	1,046.96
SUB TOTAL	13,012.21

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approval of Settlement Agreement with K. Hovnanian for Required Accessibility and Public Works Improvements.

RECOMMENDATION

It is recommended that the City Council consider and approve the settlement agreement between the City of Chino and K. Hovnanian for required improvements in the City of Chino per the Americans with Disabilities Act, California Law, the Chino Municipal Code and applicable Subdivision Improvement Agreement.

FISCAL IMPACT

The payment by K. Hovnanian to the City totaling $33,597.50 covers the attorneys' fees and costs awarded to the City by the Court for defending the complaint filed by K. Hovnanian challenging the City's requirements for K. Hovnanian to perform improvements to those public facilities that are the subject of the settlement agreement.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Responsible Long-Range Planning
- Effective Technology

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The City Attorneys' office and City staff have been engaged in settlement negotiations with K. Hovnanian's Sonata at the Reserve, LLC ("Developer") in connection with Tract Map No. 18778 in the City of Chino that have accessible elements under the Americans with Disabilities Act and California law as well as public works improvements required per the Chino Municipal Code. Tract Map No. 18778 is located south of Bickmore Avenue and north of the Southern California Edison easement, between Rincon Meadows Avenue and Mill Creek Avenue as shown in Exhibit A. The disputes focus on prior City approvals for construction of the above Tract and per the October 29, 2014, Subdivision Improvement Agreement between the City and Developer.

Following extensive negotiations, the parties have reached conceptual agreement on the terms of the settlement of the dispute that was the subject of a complaint filed by Developer against City in the San Bernardino Superior Court, Case No. CIVSB2403234 on January 18, 2024, disputing whether the additional City-requested improvements were required or not appropriately completed and alleged that the City's requirements constituted a breach of contract. The City successfully defended that Complaint and was awarded $33,597.50 by the Court for the City's attorneys' fees and costs in defending the Complaint.

The proposed settlement agreement (Exhibit B) tracks the arrangement of the prior settlement agreements the City entered into in 2022 with KB Homes, Lennar Homes of CA, Lewis Management Company, Richmond American Homes, and Woodside Homes. The approval of the settlement agreement paves the way for the Council to consider the acceptance of various public improvements that have remained unaccepted and the release of bonds in place for those improvements.

ISSUES/ANALYSIS

The prior settlement agreements covered improvements for tracts categorized into Categories A, B, and C, based on the time of the plan approval/approval of encroachment permit as follows:

- CATEGORY A: December 31, 2016 or earlier
- CATEGORY B: January 1, 2017 through December 31, 2019
- CATEGORY C: January 1, 2020 and later
- CATEGORY D: Previously approved projects with corrections already made

The disputes focused on the construction of accessible curb ramps and sidewalks in the projects.

For improvements in Category A: The City accepts all improvements without further work or action by the participating developer, except administrative closeouts. Once all administrative paperwork has been completely submitted, City Staff has 45 days to verify all submittals. Thereafter, the City completes the bond exoneration/release process. The developers are required to take out the required warranty security. At the end of the warranty period, the City releases the warranty security within 10 days upon notice received from each of the developers. After release of the warranty security, no further action will be taken. Upon acceptance, the City assumes responsibility for any claims made regarding all improvements which, by this point, range in age from 6 to 17 years in the field, post-construction and will make the improvement as part of a future maintenance project.

For improvements in Category B: Same as Category A, except the developers of the prior agreements are to pay an "in lieu" fee to allow the City to make corrections or other remedial

work that might be necessary to bring accessible elements into compliance. This was chosen due to the knowledge, skill, and facility with accessibility requirements developed over the past 5 years, and the desire of the developers to be “off the projects.” The payments received from those developers are not restricted, and the City retains the discretion on how to program the monies in terms of remediation priorities. Payments under this category are made within 30 days of the City submitting an invoice to the respective developer, using a negotiated amount of $7,000 per corner and 8% of the project area at $7/square foot for sidewalks.

For improvements in Category C: The developers are to construct accessible improvements based on the City’s current accessibility policy and other standards, in effect at the time of the plan approvals. The developers will follow the regular construction process for approvals, submittals, punchlists, acceptance by the Council at an appropriate future date, and standard warranty security requirements.

For improvements in Category D: The developers have constructed all accessible improvements to City standards and are in the final stages of project close out for acceptance by the Council at a future date.

Having been constructed before 2016, the K. Hovnanian improvements fall under Category A above. Approval of the settlement agreement will finally resolve longstanding disputes regarding the scope and extent of accessibility and public works improvements necessary to allow the City Council to accept the improvements as complete. K. Hovnanian will follow the regular construction process for approvals and submittals. Thereafter, Staff will return to Council at an appropriate future date to consider the acceptance of the completed improvements, which will include completion of the improvements required per Exhibit C - Land Development Punchlist of the settlement agreement.

Beyond the required completion of the improvements required per Exhibit C of the settlement agreement, the parties will waive any future claims, damages or any rights to reimbursement of any attorneys’ fees as a result of the disputes.

Attachments:

Exhibit A - Vicinity Map
Exhibit B - Settlement Agreement

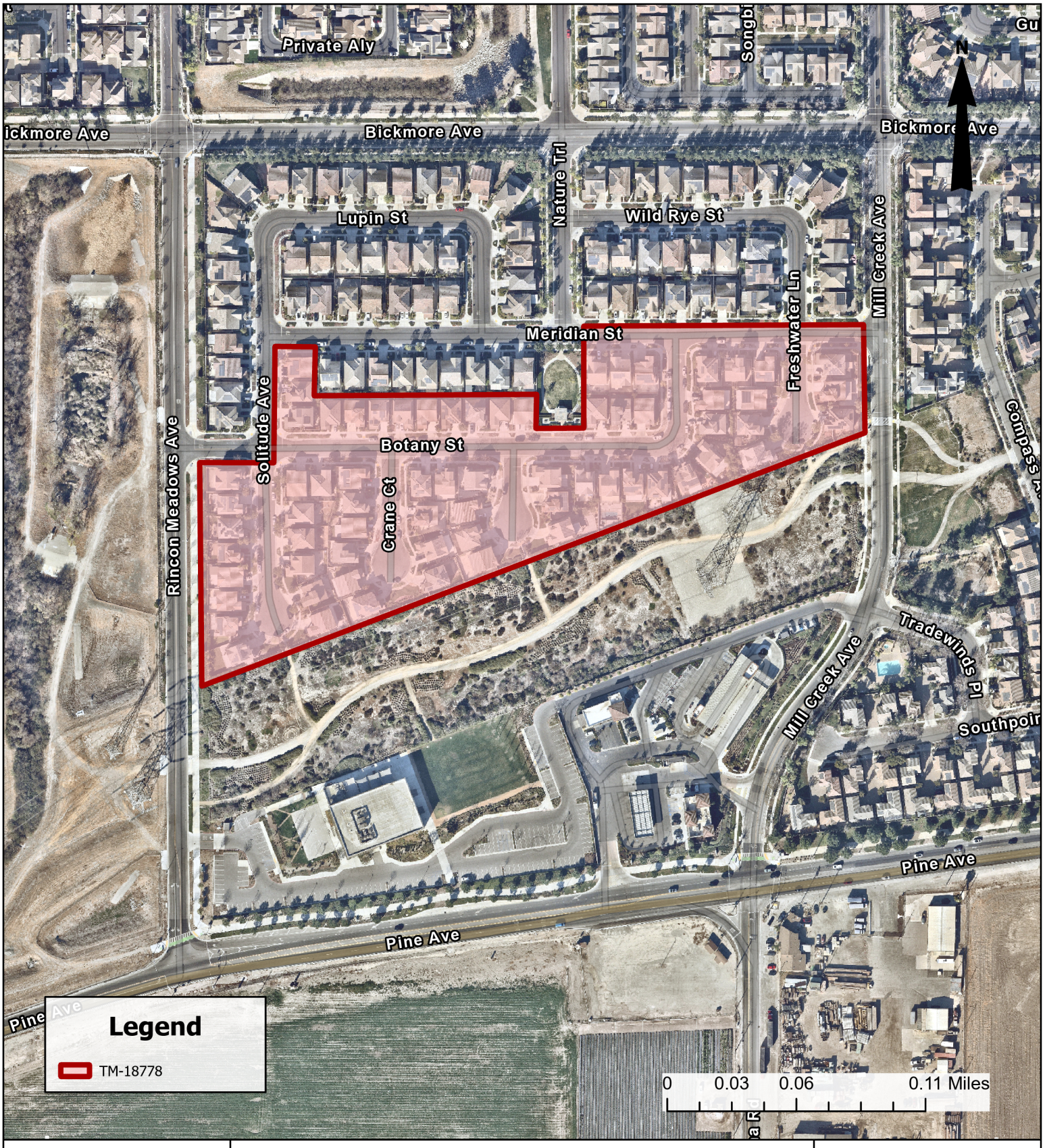


Exhibit A - Vicinity Map

TM-18778



K. HOVNANIAN'S SONATA AT THE RESERVE, LLC
[Tract No. 18778]

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") dated and effective March 24, 2026, is entered into by and between K. HOVNANIAN'S SONATA AT THE RESERVE, LLC, a California limited liability company ("Developer") and the CITY OF CHINO, a general law city and municipal corporation ("City"). Developer and City are collectively referred to as "Parties."

RECITALS

A. On October 29, 2014, the City and Developer entered into the Subdivision Improvement Agreement ("**SIA**") (**Exhibit A**), which is incorporated herein by this reference, providing Developer with conditional authorization to subdivide and construct, on real property reflected on Tract Map No. 18778 owned by the Developer, a total of 65 numbered lots and five lettered lots within the subdivision in Chino known as "Sonata at The Preserve", located at Bickmore Avenue and Mill Creek Avenue and consisting of approximately 9.25 gross acres (hereinafter called the "**Project**").

B. The SIA required Developer to, *inter alia*, construct, install and complete all of the public improvements contained in Exhibit 1 of the SIA in a good and workmanlike manner, according to the approved plans and specifications, and to the satisfaction of the Assistant City Manager/Director of Public Works or his designee, within two (2) years from the date of the City's approval of the SIA. The time for completion could be extended by up to one (1) additional year by the City Council for good cause shown.

C. After the City's Approval (as defined in the SIA) of the plans and specifications of the Developer's Project, the City's personnel field inspected the Developer's Project and improvements thereon, many without objection. However, the City ultimately required Developer to demolish certain items, including but not limited to streets, sidewalks, gutters and curb ramps to comply with the City's latest standard specifications and the provisions of the Chino Municipal Code to the satisfaction of the City pursuant to the SIA. Developer thereafter filed a complaint in the San Bernardino Superior Court, Case No. CIVSB2403234 on January 18, 2024, which disputed whether the additional City-requested improvements were required or not appropriately completed ("**Disputes**") and alleged that the City's requirements constituted a breach of contract ("**Complaint**").

D. Following the City's successful demurrer to the Complaint, Developer filed a First Amended Complaint ("**First Amended Complaint**"). The City again demurred, and the First Amended Complaint was dismissed with prejudice on April 11, 2025. On September 16, 2025, the Court ruled that Developer is required to pay costs in the amount of $1,948.50 and attorneys' fees in the amount of $31,649 to the City (**Exhibit B**). As a result of the City's determination that the constructed improvements do not comply with the Approved Subdivision Improvement Plans, the City has: a) not finally accepted certain improvements constructed by the Developer, and b) declined to exonerate the various construction and improvement bonds, security instruments and letters of credit ("**Bonds**") provided for Developer's Project, which Developer has continued to maintain.

E. As a result of the dismissal of the First Amended Complaint and City's determination that the constructed improvements do not comply with the Approved Subdivision Improvement Plans, the Parties have agreed that certain deficiencies in improvements by Developer will be addressed prior

to the City's acceptance of public improvements as outlined in the Land Development Punchlist (**Exhibit C**).

F. Specifically, the Punchlist requires that Developer bring certain items into conformance with permit, plans, standards, and/or specifications by: setting all survey monuments; submitting centerline ties per City Standard Drawing No. 900 for review and approval, red-lined "*Record Drawings*" ("As-Builts") for review and approval, AutoCAD format of plans (once "As-Built" plan have been verified, *List of Public Improvements* constructed, final compaction report records for the construction of public improvements, sewer system CCTV videos and reports; installing 1-inch air vacuum assembly at Crane Ct per the approved plans and City of Chino Standard Drawing No. 435B; constructing signing and striping as per the approved plan SP-622; implement the improvement recommendations outlined in the September 2025 Pavement Investigation Report prepared by LaBelle Marvin, except that the road slurry application shall consist of crack sealing followed by the placement of either Type II REAS or Type II RPMS; and removing Cobblestones per City of Chino Standard No. 275. The City also requires certain repairs and clean-up be made, such as the installation of water meter coupling and A34 adaptor and 3-inch "W" stamp in the curb face at service location; adjustment to grade all sewer and storm drain manholes; painting of all fire hydrants and blow off per City of Chino Standard Drawing No. 445A; final inspection of the streetlights pedestal; and so forth, as enumerated in **Exhibit C**.

G. In the interest of resolving all Disputes related to Developer's Project and improvements thereon, the Parties agree to work together cooperatively to complete final approval and acceptance of the improvements, reduction and exoneration of the related bonds, and all other security reconveyances. To this end, the Parties agree that, in exchange for Developer addressing the deficiencies in **Exhibit C** and paying to City the attorneys' fees and costs in **Exhibit B**, the City shall assume responsibility for implementing any and all corrective actions necessary to install, correct and maintain the improvements that are the subject of the Approved Subdivision Improvement Plans compliant with the SIA, and any and all applicable federal, state, and local laws, regulations, or guidance applicable to the improvements and shall further exonerate all Bonds previously required of the Developer.

H. The Parties now desire to resolve all the issues encompassed in the First Amended Complaint and Punchlist and enter into this Agreement, to resolve all underlying and related contentions and allegations FINALLY, FULLY, COMPREHENSIVELY AND CONCLUSIVELY by the Parties, by and through this Agreement.

I. The Parties understand that this Agreement is subject to the approval of the City Council. The date upon which the City Council approves this Agreement shall be deemed its Effective Date.

NOW, THEREFORE, in consideration of the above Recitals, covenants and agreements, the Parties agree as follows:

SETTLEMENT

1. DEFINITIONS.

A. As used herein, the term "**Claims**" means all claims, charges, liabilities, damages, obligations, costs, expenses (including without limitation attorneys' fees), rights and causes of action of any kind, legal or equitable, whether known or unknown, anticipated or unanticipated, past, present or future, contingent or fixed, existing, claimed to exist or which may hereafter exist under the United States

Constitution, the California Constitution, applicable common law, contract, tort or other federal, state, local, or municipal law or regulation, relating in any way to the facts and circumstances that give rise to the Disputes, whether said facts and circumstances occurred prior to or after the occurrence of the Disputes, including but not limited to those alleged in the Complaint and First Amended Complaint.

B. As used herein, the term "Effective Date" means the first (1st) business day after the City Council's approval of this Agreement. This Agreement shall not become effective, and neither party shall have any rights or obligations hereunder, until the "Effective Date".

C. As used herein, the term "Approved Subdivision Improvement Plans" refers to those plans for the Project on file with the City's Public Works Department.

D. As used herein, the term "Ruling" refers to the ruling on the demurrer to the First Amended Complaint and motion for attorneys' fees and costs issued by the Hon. Carlos M. Cabrera of the San Bernardino Superior Court on September 16, 2025, as detailed in **Exhibit B.**

2. REPRESENTATIONS AND WARRANTIES.

A. Each party hereby represents and warrants that:

(i) It has the power and authority to enter this Agreement.

(ii) None of the Claims released hereunder have been in the past or will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

3. SETTLEMENT TERMS.

A. City Obligations.

(i) Nothing in this Agreement is intended to or shall have the lawful effect of contracting away the City's zoning authority or any other aspect of the City's police power or any discretionary approval that rests solely with the City Council, provided, however, the City agrees it will not use its authority, power or any discretionary approval in a manner that it is inconsistent with the provisions of this Agreement. City Staff and counsel for the City have previously reviewed the terms and conditions of this Agreement and have advised the City Council as to the sum and substance of its terms, to the satisfaction of the Council prior to any duly noticed public meetings. City Staff and counsel for the City agree to recommend acceptance and approval of all disputed improvements and projects described herein, consistent with the terms of this Agreement.

(ii) The City shall notice any public meeting(s) required for presentation and approval of this Agreement in accordance with the Brown Act (Government Code § 54950, *et seq*.) and other applicable laws, as promptly as is feasible. If the City Council fails to accept the improvements within sixty (60) days following the Effective Date, this Agreement shall be of no further force or effect on the sixty-first (61st) day. Upon approval of this Agreement, the following will govern the process for final acceptance, bonds, and related matters.

a. The City and Developer agree that the Project and related improvements will be deemed accepted by Staff who shall recommend acceptance of such improvements to the City Council as set forth in **Exhibit C**, which is incorporated herein by this reference, subject to the Developer's payment of the City's attorneys'

fees and costs as set forth in **Exhibit B**.

b. Developer shall maintain a warranty bond as required by Government Code § 66499.3 for a period of twelve (12) months. Within ten (10) business days after expiration of the warranty bond period, upon presentation of a bond release form substantially in compliance with **Exhibit D**, which is incorporated herein by this reference, City shall execute such bond release to permit exoneration thereof.

c. City Council's acceptance of the improvements described above shall include a complete defense, indemnification and hold harmless of Developer in connection with any legal challenge brought by a third party, government entity or other person or entity relating to such improvements or this Agreement, with the City's legal counsel of choice.

d. All other agreements between the parties relating to these parcels and any security therefore are specifically superseded by this Agreement.

B. Developer's Obligations.

(i) Developer and each of Developer's agents shall not oppose the City's approval of the Agreement and shall support, both verbally and in writing, if requested by the City, the City's acceptance of the Agreement ("**Support Covenant**"). This Support Covenant shall be of no further force or effect on the sixty-first (61st) day after the Effective Date if City Council fails to accept the improvements unless the Parties agree in writing to extend this deadline.

(ii) Developer shall not file any lawsuits, administrative appeals pursuant to the City's Municipal Code, or take any other enforcement action which arises from the Punchlist whatsoever, in whatever shape or form, to challenge, appeal, or otherwise seek to influence in any respect, approval of this Agreement except as may be necessary to support or defend the validity of this Agreement.

(iii) Before the date of the City's acceptance of this Agreement, Developer shall pay costs in the amount of $1,948.50 and attorney fees in the amount of $31,649, for a total of $33,597.50 to the City as outlined in **Exhibit B.** City shall be authorized to deposit said payment immediately upon City's approval of this Agreement.

C. General Obligations of All Parties.

(i) The Parties will use their best efforts and cooperate as necessary in performing and implementing this Agreement in good faith.

(ii) As to the warranty bonds required by Government Code § 66499.3 for the Project, the parties have agreed that no claims shall be made under such bonds, as all potential claims have been waived in this Agreement. If a claim of defective construction or other fact allegedly giving rise to a claim under the Warranty Bond: a) the City shall investigate such allegations and reject such claim if appropriate; b) if the City considers the allegations to have merit, the parties will meet and confer and submit the allegations to mediation, consistent with Paragraph 5(G) below, before tending such claim to the surety.

4. GENERAL RELEASE.

A. General Release and Discharge of Claims by Developer. Upon the Effective Date of this Agreement, Developer, for itself and all of its predecessors, successors, assigns, representatives, attorneys, employees, officers, agents and affiliates[1], does hereby fully and forever release and discharge the City, and all of its predecessors, successors, assigns, representatives, attorneys, agents, elective and appointive council members, council boards, commissions, commissioners, officers, employees, of and from any and all disputes, Claims, demands, rights, damages, costs, litigation expenses, attorneys fees, expert fees, consultant fees, other fees, interest, lost profits and earnings, diminution in the value of the business, loss of past, current, future and subsequent business and patronage, the value of the leasehold interest, the loss of goodwill, any inverse condemnation claims, any claims for the taking of property, and any other damages, costs or expenses arising from any and all disputes relating to Developer's Project that Developer may have or may hereafter accrue (except as to any alleged breach of this Agreement), including without limitation, any and all known and unknown, foreseen and unforeseen claim, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the Complaint or First Amended Complaint.

B. General Release and Discharge of Claims by City. Upon the Effective Date of this Agreement and subject to confirmation by City's financial institution that the payment by Developer of the attorneys' fees and costs in **Exhibit B** has been fully cleared for deposit into City's account, City, for itself and all of its predecessors, successors, assigns, representatives, attorneys, employees, officers, agents, affiliates, elective and appointive council members, council boards, commissions, and commissioners, does hereby fully and forever release and discharge the Developer, and all of its predecessors, successors, assigns, representatives, attorneys, agents, affiliates, officers, directors and employees, of and from any and all disputes, claims, demands, rights, damages, costs, litigation expenses, attorneys fees, expert fees, consultant fees, other fees, interest, lost profits and earnings, and any other damages, costs and expenses arising from any and all disputes relating to Developer's Project that City may have or may hereafter accrue (except as to any alleged breach of this Agreement), including without limitation, any and all known and unknown, foreseen and unforeseen claim, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the Complaint or First Amended Complaint.

C. Waiver of Claims. It is the intention of the Parties, in executing this Agreement and receiving the consideration recited herein, that this Agreement will be effective as a full and final accord and satisfaction and general release of all Claims, debts, damages, liabilities, demands, obligations, costs, expenses, disputes, Disputes or causes of Disputes, that the Parties may have against each other by reason of any acts, circumstances or transactions relating in any way to the disputes. In furtherance of this intention, the Parties hereby acknowledge that they are familiar with California Civil Code §1542 and that they hereby expressly waive the protection of that section, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT

1 "Affiliates" shall mean and include, without limitation, all officers, directors, shareholders, members, partners, trustees, parent companies, sister companies, affiliates, subsidiaries, employers, designees, attorneys, accountants, predecessors, successors, insurers, representatives, agents, designees, authorized parties and entities and related entities and individuals of a party under this Agreement.

WITH THE DEBTOR OR RELEASED PARTY.

The Parties each waive and relinquish any right or benefit that they have or may have under California Civil Code §1542. That is, the Parties shall not invoke the benefits of California Civil Code §1542, or any such similar law, to prosecute or pursue any Claims released hereunder. In connection with such waiver and agreement, the Parties acknowledge that they are aware that they or their attorney may hereafter discover Claims or facts or legal theories in addition to or different from those which they know or believe to exist with respect to the Disputes, but that it is the intention hereby to fully, finally, and forever settle and release all of the Claims, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed by reason of any acts, circumstances, facts, events, or transactions relating in any way to the Disputes. It is expressly acknowledged and understood by the Parties to this Agreement that the Parties separately bargained for the foregoing waiver of the provisions of California Civil Code §1542. The Parties consent that this release shall be given full force and effect in accordance with each and all the express terms and provisions, including those terms and provisions related to such unknown and unsuspected claims, demands, and causes of Disputes relating in any way to or arising out of the facts and circumstances underlying or connected with the Disputes.

D. No Representations and Warranties. Each Party represents and warrants to the other that, except as otherwise expressly provided in this Agreement, it is not relying on any representation whatsoever, whether express or implied, including without limitation, representations of fact or opinion made by or on behalf of the Parties herein.

E. Mutual Indemnification. The Developer hereby agrees that it shall indemnify and defend and hold the City and its elected and appointed officials, boards, commissions, officers, agents, attorneys, representative, and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with any allegation that the warranties and representations made by Developer in this Agreement are false and/or for the breach of any of the terms and conditions of this Agreement by Developer. The City hereby agrees that it shall indemnify and defend and hold the Developer and its predecessors, successors, assigns, representatives, attorneys, agents, affiliates, officers, directors and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with any allegation that the warranties and representations made by City in this Agreement are false and/or for the breach of any of the terms and conditions of this Agreement by City.

F. No Waiver of Agreement. Nothing herein shall be deemed as a waiver or release of the warranties, representations, rights and obligations of the Parties as set forth in this Agreement.

5. MISCELLANEOUS PROVISIONS.

A. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. Each party agrees that the laws of the State of California shall apply and that any claims brought hereunder shall be subject to the laws and statutes of California. The venue of any legal challenge to this Agreement shall be the San Bernardino County Superior Court or the United States District Court for the Central District of California – Eastern Division.

B. Integrated Agreement. This Agreement and the exhibits attached hereto, which are incorporated into and form a part of this Agreement, contain the entire understanding and agreement between the Parties. No other representations, covenants, undertakings, or other prior

or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties. The Parties acknowledge that this Agreement has been executed without reliance upon any such promise, representation, or warranty not contained herein.

C. Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.

D. Binding on Successors. This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the Parties and each of their respective successors in interest, including, but not limited to, their administrators, executors, owners, partners, officers, directors, shareholders, legal representatives, assignees, attorneys, successors, and agents or employees of the Parties hereto. Prior to assigning any rights or obligations Developer has or may have with respect to this Agreement to a third party, Developer shall obtain written confirmation and deliver to City that such assignee shall be bound by the terms of this Agreement and that such Assignee shall also be entitled to receive the benefits of this Agreement.

E. Representation. The Parties affirmatively represent that they have been represented by counsel of their own choosing. They have read this Agreement and have had the terms used herein and the consequences thereof explained by their attorneys of choice.

F. Construction. This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties jointly prepared this Agreement. Any uncertainty and ambiguity shall not be interpreted against any one Party. Language in all parts of the Agreement shall be in all cases construed as a whole according to its plain meaning.

G. Dispute Resolution. In the event a dispute arises as to the meaning or interpretation of any provision of this Agreement, including but not limited to any allegation of defective construction or other claim that could give rise to a demand under a warranty bond provided pursuant to Government Code § 66499.3, the parties shall first meet and confer in good faith for a period of thirty (30) days. If the parties are unable to resolve the matter, either party may refer the dispute to legal counsel for further efforts at resolution. Failing resolution among counsel within thirty (30) days thereafter, the parties shall, within fifteen (15) days, agree upon a qualified mediator, with at least ten (10) years of active experience in planning, construction, and ADA compliance, who shall conduct a mediation within thirty (30) days of appointment. If mediation is unsuccessful, either party may initiate litigation to resolve the dispute.

H. Attorneys' Fees and Costs. All attorneys' fees, expert fees and costs incurred through the date of this Agreement that relate in any way to the negotiation or preparation of this Agreement or any obligations called for herein, outside of those detailed in **Exhibit B** and required to be paid by Developer to City pursuant to this Agreement, shall be borne by the respective Parties and each Party agrees to waive any claim, or claims, against any of the other Parties for the reimbursement of all, or any portion of said fees or costs. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs.

I. No Admission of Liability. This Agreement and the releases contained herein and the consideration referred to herein are done to save litigation expense and to effect the

compromise and settlement of claims and defenses which are denied, disputed, and contested. Nothing contained herein shall be construed as an admission by any Party of any liability of any kind to any other Party. The Parties agree that each Party expressly denies that it is in any way liable or indebted to any other Party and no person interpreting this Agreement shall be able to infer that any Party has engaged in any conduct giving rise to liability to any other Party.

J. Gender Neutral. Whenever in this Agreement the context may so require, the masculine, feminine and neutral genders shall be each deemed to include the other and the singular and the plural shall refer to one another.

K. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile or electronically shall be deemed to have the same weight and effect as an original signature. The Parties may agree that an original signature will be substituted at some later time for any facsimile or electronic signature.

L. Captions and Interpretations. The paragraph titles and captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles or captions are not intended to define or describe the scope of any provision.

M. Invalid Clause May Be Severed. If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

N. Survival of Warranties and Representatives. The warranties and representations made in this Agreement are deemed to survive the execution of this Agreement.

O. BY SIGNING THIS AGREEMENT, THE PARTIES CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written and their attorneys have indicated their approval as to form by their respective signatures in the appropriate spaces below.

K. HOVNANIAN'S SONATA AT THE PRESERVE, LLC

By: _____
NAME
TITLE

APPROVED AS TO FORM:

K. FINNERTY LAW, INC.
ATTORNEYS FOR DEVELOPER

By: _____
Kathleen E. Finnerty

CITY OF CHINO, CITY COUNCIL

By: _____
Eunice M. Ulloa, Mayor

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP
COUNSEL FOR CITY OF CHINO

By: _____
Fred Galante, City Attorney

EXHIBITS LIST

- **EXHIBIT A** – Subdivision Improvement Agreement dated October 29, 2014
- **EXHIBIT B** – San Bernardino Superior Court Ruling dated September 16, 2025
- **EXHIBIT C** – Land Development Punchlist
- **EXHIBIT D** – Bond Release Letter

Exhibit A

Subdivision Improvement Agreement Between the City of Chino and K. Hovnanian's Sonata at the Preserve, LLC

Contract No. 2015-167
Approved 11/4/2014 #7

SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 18778

THIS AGREEMENT is entered into by and between the CITY OF CHINO, a Municipal Corporation of the State of California (hereafter called "the City") and K. Hovnanian's Sonata at the Preserve (hereafter called "the Subdivider").

WHEREAS, the Subdivider is the owner of certain real property situated in the City of Chino, County of San Bernardino, State of California, generally known and described as Tract Map No. 18778, which is the subject matter of this Agreement (hereafter called "the Property"); and

WHEREAS, the Subdivider has submitted an application to the City to subdivide the Property as Tract Map No. 18778 (hereafter called "the "Map"); and

WHEREAS, the Subdivider proposes to develop the Property and construct certain improvements hereon as hereinafter set forth; and

WHEREAS, the City desires to assure that said proposed improvements will be constructed and installed in a good and workmanlike manner, and in strict accordance with all applicable laws, statutes, ordinances, resolutions and regulations now in force and effect in the City of Chino, and the terms and conditions imposed on the approval of said Map by the Planning Commission and the City Council, all of which are incorporated herein; and

WHEREAS, the Subdivider acknowledges familiarity with the City's subdivision ordinance and requirements and the Subdivision Map Act (Government Code Sections 66410-66499.37) and hereby agrees to comply therewith; and

WHEREAS, the Subdvider has prepared and submitted a final tract map for the Property in accordance with the City's requirements for approval by the City Council.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1 Duty to Install Public Improvements

1.1 Requirements for Public Improvements. The Subdivider shall, at his/her/its own cost and expense, construct, install and complete all of the public improvements contained in Exhibit 1 in a good and workmanlike manner, according to the approved plans and specifications, and to the satisfaction of the Assistant City Manager/Director of Public Works or his designee, within two (2) years from the date of the City's approval of this Agreement, and within the time frame and subject to the conditions set forth in the Encroachment Permit that is issued for the required public improvements . The time for completion may be extended up to one (1) additional year by the City Council for good cause shown. The sum of One Million Six

Hundred One thousand seven hundred dollars ($1,601,700) is the estimated construction cost of said improvements.

1.2 Ownership of Public Improvements. All public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of said improvements by the City.

1.3 Definition of Improvements. The term "improvement" shall mean any and all work or infrastructure required for the development of this subdivision, including, but not limited to, bicycle trails, communication transmission devices, curbs, drainage facilities, electric transmission devices, excavation, grading, gutters, landscaping, pathways, sanitary sewers, sidewalks, streets, street lights, traffic control devices, utilities, water lines, as shown on plans, profiles or specifications prepared or submitted by the Subdivider.

1.4 Repair or Reconstruction of Defective Improvements. If, within a period of one (1) year after final acceptance of work performed under this Agreement, any improvement or part of any improvement constructed, installed or furnished, or caused to be constructed, installed or furnished by the Subdivider, or any of the work done under this Agreement fails to comply with, or satisfy, any of the requirements of this Agreement, or the specifications referenced herein, the Subdivider shall, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. Should the Subdivider fail to act promptly or in accordance with these requirements, or should an emergency require repairs or replacements to be made before the Subdivider can be notified, the City may, at its sole option, make the necessary repairs or replacements or perform the necessary work, and the Subdivider shall pay to the City the actual cost of such repairs, plus 15 percent.

1.5 Repair or Replacement of Unrelated Improvements. The Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments situated on said property, delineated on the Map, which have been destroyed or damaged and the Subdivider shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City, or by any public or private corporation, or by any person whomsoever, or by any combination of such persons. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the Assistant City Manager/Director of Public Works or his designee.

1.6 Time of Completion. All of the public improvements shall be completed within two (2) years from the date of the City's approval of this Agreement, and within the time frame and subject to the conditions set forth in the Encroachment Permit that is issued for the required public improvements. In the event that the Subdivider fails to complete the public improvements within said period, the City may complete said work and shall be entitled to recover the full cost and expenses thereof from the Subdivider, or its surety, as hereinafter provided. The City may require the Subdivider, or its surety, to pay the City, in advance, sufficient monies to pay for the City's cost of completing construction and installation of said public improvements.

1.7 Security. Contemporaneously with the execution hereof, the Subdivider shall file security, subject to the approval of the City Attorney, pursuant to Section 66499 of the Government Code and Section 19.09.010 of the Chino Municipal Code, to guarantee performance of the requirements of this Agreement, the terms and conditions imposed on the approval of Map, and all of the City's ordinances, specifications and regulations as follows:

a. A security device in an amount equal to 100 percent of the estimated construction cost to guarantee the faithful performance of all of the requirements of this Agreement, including the construction, installation and completion of the work and public improvements required by this Agreement; and

b. A security device in an amount equal to 50 percent of the estimated construction cost to guarantee payment to the contractors, their subcontractors, and to persons renting equipment or furnishing labor and materials to said contractors, for the public improvements required by this Agreement; and

c. All security devices under this Agreement shall also guarantee the payment of reasonable attorney fees, expert witness fees and court costs to the City; and

d. Any changes or alterations in the work or public improvements required hereunder, not exceeding 10 percent of their original estimated cost, shall not relieve any liability of the security given for the faithful performance of this Agreement. In the event any changes or alterations of the work or public improvements required hereunder exceed 10 percent of their original estimated cost, the Subdivider shall provide such additional security for its faithful performance as determined by the Assistant City Manager/Director of Public Works or his designee and approved by the City Attorney.

The City Council may, at its sole discretion, reduce the amount of any security device as recommended by the Assistant City Manager/Director of Public Works or his designee and the City Attorney for any portion of the public improvements installed by the Subdivider and accepted by the Assistant City Manager/Director of Public Works or his designee.

1.8 One Year Warranty and Warranty Bond. Without limiting the foregoing, Subdivider warrants and guarantees materials used and workmanship performed on said work and public improvements. In connection herewith, the Subdivider shall submit security, subject to the approval of the City Attorney, for a period of one (1) year following the completion and acceptance of the work hereunder in the sum equal to 10 percent of their actual construction cost and reasonable attorney fees, expert fees and court costs. The Subdivider further agrees to pay the City for all costs to maintain the landscaping in a vigorous and thriving condition, to maintain the street lights and to pay for all energy costs for a period of one (1) year after completion and acceptance thereof by the Assistant City Manager/Director of Public Works or his designee and the City Council. Maintenance and energy costs shall be based on the amounts specified in the most recent publication of the Annual Engineer's Report for the Levy of Assessments for the Landscaping and Lighting Districts.

1.9 Payment of Labor and Materials. The Subdivider and its contractors shall pay for any materials, provision, provender and other supplies or equipment used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for a payment bond with respect to such work or labor, as required by

Civil Code Section 3247.

Article 2. Procedural Requirements

2.1 Preparation of Improvements Plans. No work pursuant to this Agreement shall be commenced until the Subdivider's plans, profiles and specifications for the public improvements have been submitted to and approved by the Assistant City Manager/Director of Public Works or his designee. The Subdivider warrants that its plans, profiles and specifications conform as a minimum to the City's ordinances and standard specifications, and that they are adequate to construct and install the public improvements in a good, workmanlike manner and in accordance with sound construction practice for public works.

2.2 Cost of Checking Plans. The Subdivider shall pay to the City the cost of checking and approving the plans, profiles and specifications. The Subdivider shall pay to the City the fees for the cost of checking said plans upon submittal of said plans to the City. If said fees prove to be insufficient to complete said plan checking, the Subdivider shall make additional deposits as required by the Assistant City Manager/Director of Public Works or his designee. Failure to make any required payment or deposit shall cause such plan checking to be suspended and be grounds to withhold the issuance of building permits for any construction in the subdivision defined by Map.

2.3 Soils Report. The Subdivider shall cause to be made and pay for soil tests made by a reputable soils testing laboratory to determine gradation, bearing and resistance value of soils within the subdivision. The Subdivider shall also cause to be made and pay for all compaction tests necessary to determine that all soils, including the utility trenches, have been satisfactorily backfilled.

2.4 Permits and Fees. The Subdivider shall, at the Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the work and public improvements required hereunder and pay all required fees and taxes and give all necessary notices.

2.5 Superintendence by the Subdivider. The Subdivider shall provide continuous superintendence to the construction and installation of the public improvements by assigning a competent foreman or superintendent, satisfactory to the Assistant City Manager/Director of Public Works or his designee, to the work site, who shall have full authority to act for the Subdivider

2.6 Duty to Facilitate Inspections. The Subdivider shall at all times maintain proper facilities and provide safe access for inspection by the Assistant City Manager/Director of Public Works or his designee, to all parts of the work, and to the shops wherein the work is in preparation.

Article 3. The Subdivider's Liabilities

3.1 Liability of the Subdivider. The Subdivider agrees that the use for any purpose and by any person of any or all of the work and public improvements required by this Agreement shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed public improvements thereon and therein; provided that

acceptance by the City shall not eliminate, lessen or relieve the Subdivider of any obligations or undertakings contained in this Agreement. The issuance of any occupancy permits by the City for any structures located within said subdivision shall not be construed to constitute an acceptance or approval of any of the public improvements required hereunder.

3.2 Liability for Nonperformance. Neither the City nor any of its officers or agents shall be liable to the Subdivider or its contractors for any error or omission arising out of, or in connection with, any work to be performed under this Agreement or the plans, profiles or specifications therefore approved by the Assistant City Manager/Director of Public Works or his designee.

3.3 Development Impact Fees. Development Impact Fees shall be paid pursuant to and in accordance with Chino Municipal Code Chapter 3.40 and Chapter 3.45.

3.4 Utility Deposits. Prior to commencement of any work required by this Agreement, the Subdivider shall file with the Assistant City Manager/Director of Public Works or his designee a statement signed by the Subdivider and each public utility to the effect that the Subdivider has made all deposits legally required by such public utility for the connection of any and all public utilities required to be supplied by such public utility within the subdivision.

3.5 Liability for Personal Injuries. The City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on or about the subdivision of the Property or connected to the construction and installation of the work and public improvements required hereunder.

3.6 Release and Indemnification. The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused, and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any work or public improvement to the Property and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to, and deaths of persons, and injuries to property or other interests, and all claims, demands, costs loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work or public improvements. Prior to the commencement of any work or public improvement required hereunder, the Subdivider shall furnish to the City satisfactory evidence of an insurance policy, written upon a form and by a company which meets with the approval of the City, insuring the City, its officers, agents, and employees against loss or liability which may arise during the work, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than $500,000.00 for all damages arising out of bodily injury to or death of one person and not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less that $250,000.00 for all damages and/or destruction of property in any one occurrence and not less than $500,000.00 for all damages and/or destruction of property during the policy period. Said policy shall be maintained in full force and effect during the life of this Agreement. Said policy shall state, by its terms and by an endorsement, that said policy shall not be canceled until

the City shall have had at least ninety (90) days prior notice in writing of such cancellation.

Article 4. Inspection of Improvements

4.1 Inspection by Assistant City Manager/Director of Public Works. All public improvements shall be constructed under the inspection of, and subject to approval, of the Assistant City Manager/Director of Public Works or his designee. The cost of inspections shall be paid by the Subdivider, who shall submit a sufficient deposit prior to the issuance of building permits. If said deposit proves to be insufficient to complete said inspection, the Subdivider shall make additional deposits as determined by the Assistant City Manager/Director of Public Works or his designee. Failure to make any required deposit shall cause such plan inspections to be suspended and be grounds to revoke all the building permits for any construction in the subdivision, or to refuse to issue an occupancy permit for any facilities constructed on any lot within said subdivision.

4.2 Approval by Assistant City Manager/Director of Public Works. It is mutually agreed that the Assistant City Manager/Director of Public Works or his designee shall have the authority to reject any or all of the work or public improvements required hereunder if same fails to conform to the approved plans, profiles or specifications for said public improvements or if same are not constructed or installed in a good and workmanlike manner to the satisfaction of the Assistant City Manager/Director of Public Works or his designee. Furthermore, any damage to existing facilities, including any curbs, drainage facilities, gutters, landscaping, sewer and water mains, street or utilities, that occurs after installation, shall be repaired to the satisfaction of the Assistant City Manager/Director of Public Works or his designee by the Subdivider prior to the issuance of an occupancy permit for any structure within the subdivision and prior to the release of any security provided hereunder.

4,3 Responsibility Despite Inspections. Notwithstanding the fact that the Subdivider's plans, profiles and specifications, and construction and installation of the public improvements, and other acts are subject to the approval of the Assistant City Manager/Director of Public Works or his designee, it is understood and agreed that any approval by the Assistant City Manager/Director of Public Works or his designee shall not relieve the Subdivider of the obligation to satisfactorily perform the obligations hereunder. All construction shall be performed strictly in accordance with the approved plans, profiles and specifications, the City's latest standard specifications and the provisions of the Chino Municipal Code to the satisfaction of the Assistant City Manager/Director of Public Works or his designee.

4.4 Occupancy Permits. No occupancy permit for any structure on any lot within the subdivision shall be issued, and no utility connection shall be made, unless and until the Subdivider has complied with all the obligations hereunder to the satisfaction of the Assistant City Manager/Director of Public Works or his designee.

4.5 Notice of Completion. The Subdivider shall record a Notice of Completion for all the work and public improvements completed within ten (10) days after the City's acceptance of said improvements.

4.6 Certification of Satisfactory Completion. Upon the satisfactory completion of the improvements by the Subdivider, the Assistant City Manager/Director of Public Works or his designee, shall certify that the work of said improvements has been satisfactorily

completed.

4.7 Filing of "Record" Drawings. Upon completion of the work or public improvements, the Subdivider shall submit one mylar (4 mils) set of "Record" drawings to the Assistant City Manager/Director of Public Works or his designee. These drawings shall be certified as representing the actual construction and shall depict the work and public improvements as actually constructed, with all changes incorporated therein.

Article 5. Miscellaneous Provisions

5.1 Relationship of Contractors. It is hereby mutually covenanted and agreed by the parties hereto that the Subdivider's contractors are not agents of the City and that the contractors' relations to City, if any, are those of independent contractors.

5.2 Entire Agreement. This writing constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof and may not be modified or amended except as set forth herein.

5.3 Attorney's Fees. In the event that any action at law or in equity is brought to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

5.4 Assignment. This Agreement shall not be assignable by the Subdivider without written consent of the City.

5.5 Successors. Subject to the restrictions against assignment contained herein, this Agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective assigns, successors in interest, person representatives, estates, heirs and legatees.

5.6 No Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5.7 Choice of Law. This Agreement shall be governed by the laws of the State of California without regard to the principles of conflict of laws.

5.8 Invalidity. If any provisions of this Agreement shall be declared invalid, void, or unenforceable by a court of competent jurisdiction of the State of California, the remaining provisions shall continue in full force and effect.

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

5.10 Effective Date of Agreement. This Agreement shall not become effective unless and until the final map of said tract/parcel shall have been approved by the City Council of the City of Chino.

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Executed at Chino, California, on NOVEMBER 5, 2014.

Approved as to Form:

Asst. City Attorney 10/29/14

Approved as to Content:

Jose Alire
Assistant City Manager

K. Hovnanian's Sonata at the Preserve

By: 10-9-14
(Signature and Date)

Name: STEVE KAEBEL
(Please type or print name)

Title: DIVISION PRESIDENT
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: 11.5.14

ATTEST:

Angela Robles, City Clerk

Dated: 11-5-14

Attachment: Exhibit 1

SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT 1

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 Assistant City Manager/Director of Public Works 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Orange }

On 10.09.14 before me, AC Gutierrez Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steve Kapel
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.

A. C. GUTIERREZ
Commission # 2043843
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2017

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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Executed in Triplicate

Bond No.: K08619918
Contract No.: 2015-167
Approved: 11/4/2014 #7
Premium: $16,017.00/year

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and K. Hovnanian's Sonata at the Preserve hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated October 9, 2014, and identified as Project No. Tract Map No. 18778, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Westchester Fire Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Million Six Hundred One Thousand Seven Hundred Dollars and 0/100 ($1,601,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 9, 2014.

K. Hovnanian's Sonata at the Preserve
PRINCIPAL

By: _____

Westchester Fire Insurance Company
SURETY

By: _____
Christine Marotta, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

Approved as to Form:

_____
Asst. City Attorney 10/29/14

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

OCT 09 2014

On _____, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

OFFICIAL SEAL
NICOLE KUBENA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/15/2016

(SEAL)

Nicole Kubena
Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Kohlman, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 23 day of December 2013.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of December, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this OCT 09 2014 day of

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 23, 2015.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8800S

THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES ■ THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Orange }

On 10·15·2014 before me, AC Gutierrez Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steve Kabel
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

A. C. GUTIERREZ
Commission # 2043843
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2017

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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Executed in Triplicate

Bond No.: K08619918
Contract No.: 2015-167
Approved: 11/4/2014 #7
Premium: Included w/ Perf. Bond

LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and K. Hovnanian's Sonata at the Preserve, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated October 9, 2014, and identified as Project No. Tract Map No. 18778, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Eight Hundred Thousand Eight Hundred Fifty and 00/100 dollars ($800,850.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 9, 2014.

K. Hovnanian's Sonata at The Preserve
PRINCIPAL

By: _____

Westchester Fire Insurance Company
SURETY

By: _____
Christine Marotta, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

Approved as to Form:

_____
Asst. City Attorney 10/29/14

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

OCT 09 2014

On _____, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

OFFICIAL SEAL
NICOLE KUBENA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/15/2016

(SEAL)

Nicole Kubena
Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Kohlman, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 23 day of December 2013.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of December, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

OCT 09 2014

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 23, 2015.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8800S

THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES ■ THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Orange }

On October 15, 2014 before me, AC Gutierrez Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Steve Kabel
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

A. C. GUTIERREZ
Commission # 2043843
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2017

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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Executed in Triplicate

Bond No.: K08619876
Contract No.: 2015-167
Approved: 11/4/2014 #7
Premium: $1,602.00/year

WARRANTY BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and K. Hovnanian's Sonata at the Preserve, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated October 9, 2014, and identified as Project No. Tract Map No. 18778, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Westchester Fire Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Hundred Sixty Thousand One Hundred Seventy Dollars and 00/100 ($160,170.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 9, 2014.

K Hovnanian's Sonata at the Preserve
PRINCIPAL

By: _____

Westchester Fire Insurance Company
SURETY

By: _____
Christine Marotta, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

Approved as to Form:

_____
Asst. City Attorney 10/29/14

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On OCT 09 2014, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

OFFICIAL SEAL
NICOLE KUBENA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/15/2016

(SEAL)

Nicole Kubena
Notary Public

COOK County, ILLINOIS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Orange }

On 10.15.2014 before me, AC Gutierrez Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steve Kabel
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/the~~y executed the same in his/~~her/the~~ir authorized capacity~~(ies)~~, and that by his/~~her/the~~ir signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

A. C. GUTIERREZ
Commission # 2043843
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2017

Place Notary Seal Above

Signature: AC Gutierrez
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

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

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Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Kohlman, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 23 day of December 2013.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of December, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

KAREN E. BRANDT — NOTARIAL SEAL

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 21, 2014

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

OCT 09 2014

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 23, 2015.

Super Safety® ANTI-FRAUD PROTECTION

THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES ■ THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

COUNCIL MEETING DATE: NOVEMBER 4, 2014

TO: MATTHEW C. BALLANTYNE, CITY MANAGER

FROM: JOSE ALIRE, ASSISTANT CITY MANAGER/PUBLIC WORKS JA

SUBJECT: FINAL TRACT MAP NO. 18778 (K. HOVNANIAN'S SONATA AT THE PRESERVE, LLC)

RECOMMENDATION

Approve Final Tract Map No. 18778, and authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

City Clerk: _____ Approved [✓] Denied [ ] Continued [ ] Tabled [ ]

AYES:	DY	[✓]	TH	[✓]	GD	[✓]	EE	[✓]	EU [✓]
NOES:	DY	[ ]	TH	[ ]	GD	[ ]	EE	[ ]	EU [ ]
ABSENT:	DY	[ ]	TH	[ ]	GD	[ ]	EE	[ ]	EU [ ]
ABSTAIN:	DY	[ ]	TH	[ ]	GD	[ ]	EE	[ ]	EU [ ]

Revenue:_____ Expenditure:_____

Transfer In:_____ Transfer Out:_____

BACKGROUND

Tract Map No. 18778, as presented by K. Hovnanian's Sonata at the Preserve (subdivider), consists of 65 residential lots and 5 lettered lots (for common area landscaping purposes) on approximately 6.01 acres. The tract is located generally north of Pine Avenue, east of Rincon Meadows Avenue, west of Mill Creek Avenue, and south Bickmore Avenue (Exhibit A) located within the Preserve Specific Plan area. Tract Map No. 18778 was tentatively and conditionally approved by the City of Chino Planning Commission on March 10, 2010.

ISSUES/ANALYSIS

The requirements made at the time of tentative map approval have been satisfied by K. Hovnanian's Sonata at the Preserve by execution of the Subdivision Improvement Agreement and by posting the necessary securities to guarantee the construction of public improvements. The City Attorney has reviewed and approved the Subdivision Improvement Agreement and respective securities.

JA/MPH/lm

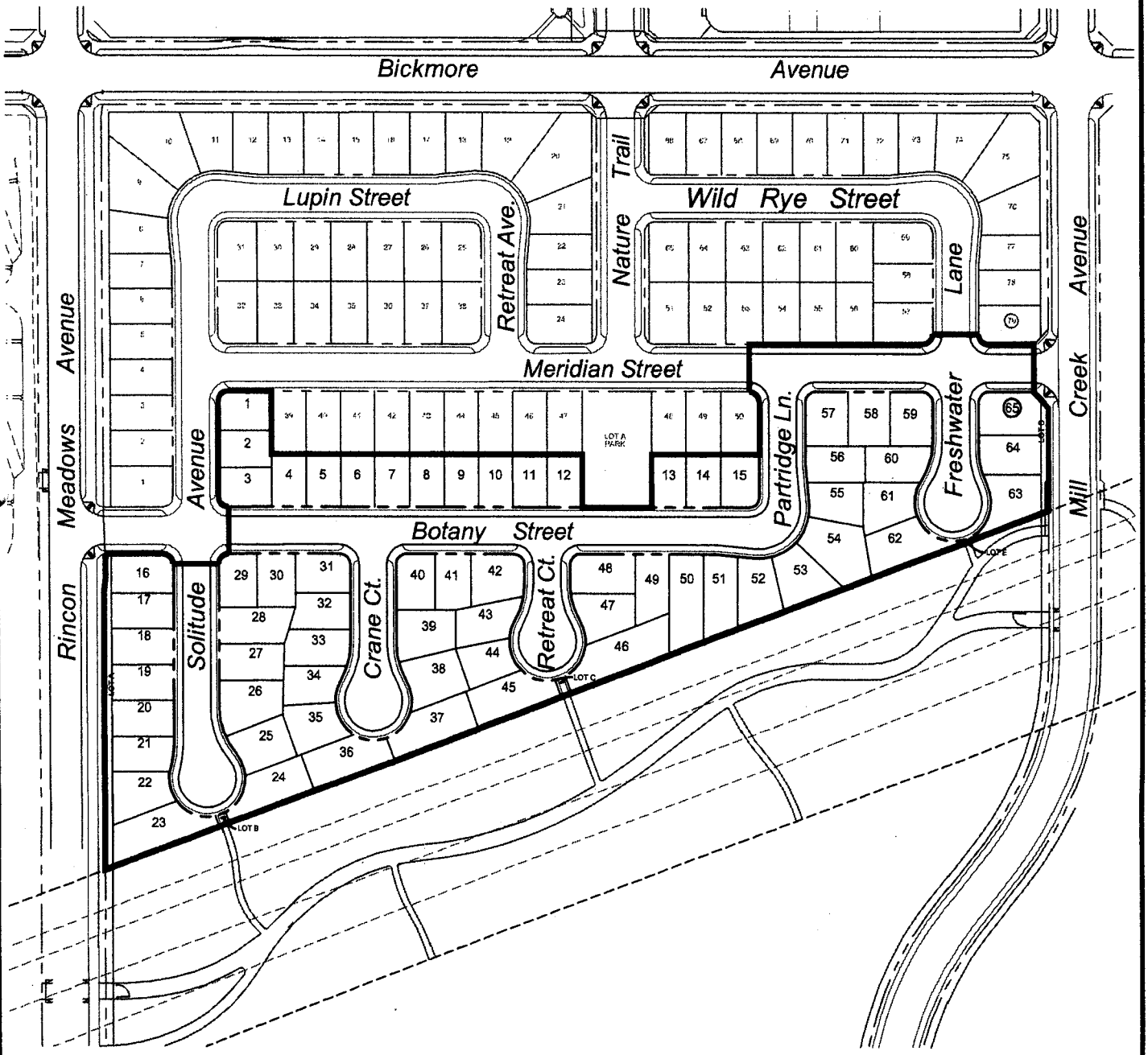
Attachment: Exhibit A

EXHIBIT A

TRACT NO. 18778

IN THE

CITY OF CHINO



LDKING
Engineers/Planners/Surveyors

2151 Convention Center Way
Suite 100 B
Ontario, California 91764-4464
Phone: (909) 937-0200
Fax: (909) 937-0202

NORTH

0' 100' 200'

Plotted: Oct 20, 2014 - 10:59am
E:\600-699\661-KHovanian\0661-003\Exhibits\Tr18778 - Exhibit
ia Operating Corp
JN 481190

WESTCHESTER FIRE INSURANCE COMPANY

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number **K08619918** effective **October 9, 2014** issued by **Westchester Fire Insurance Company** in the amount of **One Million Six Hundred One Thousand Seven Hundred and 00/100 Dollars ($1,601,700.00)**, on behalf of **K. Hovnanian's Sonata at the Preserve** as Principal, and in favor of **City of Chino** as Obligee:

NOW Therefore, it is agreed **that the bond amount has been decreased:**

FAITHFUL PERFORMANCE BOND

From: **One Million Six Hundred One Thousand Seven Hundred and 00/100 Dollars ($1,601,700.00)**

To: **Five Hundred Two Thousand Eight Hundred and 00/100 Dollars ($502,800.00)**

LABOR AND MATERIAL BOND

From: **Eight Hundred Thousand Eight Hundred Fifty and 00/100 Dollars ($800,850.00)**

To: **Two Hundred Fifty One Thousand Four Hundred and 00/100 Dollars ($251,400.00)**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged and in full force and effect.

This rider is to be effective the **6th** day of **September**, 20**18** .

Signed, sealed and dated this **10th** day of **September**, 20**18** .

K. Hovnanian's Sonata at the Preserve

Principal

By: _____

Chris Collins, Division Controller

Westchester Fire Insurance Company

Surety

_____

Richard Valente, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On SEP 10 2018, before me, a Notary Public in and for the above county, personally appeared Richard Valente to me personally known, who, being by me duly sworn, did state that he is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

OFFICIAL SEAL
JOANNE J. KUSHNER
Notary Public, State of Illinois
My Commission Expires - April 10, 2020

Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

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(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Kohlman, Richard Valente, Thomas Pluss all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 9 day of May 2017

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 9 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Cityof Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of SEP 10 2018 20____

Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 09, 2019.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

EXHIBIT B

San Bernardino Superior Court Ruling dated September 16, 2025

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

MINUTE ORDER

Case Number: CIVSB2403234

Date: 3/6/2025

Case Title: K. Hovnanian's Sonata at the Preserve, LLC
-v -
City of Chino et al

Department S24 - SBJC	Date: 3/6/2025	Time: 9:00 AM	Ruling on Submitted Matter

Judicial Officer: Carlos Cabrera
Judicial Assistant: Jennifer Medina

Ruling
The Court having taken the matter of Defendant City of Chino's Demurrer and Motion to Strike under submission on 2/24/2025 now rules as follows:

1. Defendant's Request for Judicial Notice is granted.

2. Defendant's Objections to Declarations of Steve Scherbarth and Kathleen E. Finnerty are sustained.

3. Defendant's Demurrer on the ground that Plaintiff's Complaint is subject to the 90-day statute of limitations set forth in Government Code Section 66499.37 is sustained without leave to amend.

4. Defendant's Demurrer on the ground that Plaintiff failed to exhaust its administrative remedies is overruled.

5. Considering the Court ruling on the Demurrer, Defendant's Motion to Strike is moot.

(See the Court's Ruling signed this date for further findings.)

Ruling on Submitted Matter
Court's Ruling on Defendant's Demurrer and Motion to Strike, signed and filed

Notice given by Judicial Assistant
Correspondence Coversheet Generated to Mail:
Minute Order and Ruling dated 03/06/25

== Minute Order Complete ==

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
MAR - 6 2025
BY Jennifer Medina
JENNIFER MEDINA, DEPUTY

RULING FOR CIVSB2403234
Department S24 - Judge Carlos M. Cabrera

K. Hovnanian's Sonata at the Preserve, LLC v. City of Chino, et al
Motion: Demurrer/Strike
Movant: City of Chino (hereinafter collectively "City" / "Defendant")
Respondent: K. Hovnanian's Sonata at the Preserve, LLC (hereinafter "Preserve" / "Plaintiff")

RELEVANT PROCEDURAL/FACTUAL BACKGROUND

On May 17, 2024, K. Hovnanian's Sonata at the Preserve, LLC ("Plaintiff") filed this breach of contract action against the City of Chino ("Defendant" or "the City"). On September 12, 2024, the Court sustained the City's demurrer to Plaintiff's complaint, with leave to amend, on the grounds that Plaintiff's complaint was time-barred by the 90-day statute of limitations set forth in the Subdivision Map Act (Gov. Code, § 66499.37). On Court's own motion, the Court takes Judicial Notice of September 12, 2024, minute order and the Ruling of the Demurrer attached. On October 2, 2024, Plaintiff filed its operative First Amended Complaint (FAC), which includes the same four causes of action previously pleaded by Plaintiff in its initial complaint

ANALYSIS

Meet and Confer Requirement

Under Code of Civil Procedure section 430.41, subdivision (a), before filing a demurrer, the objecting party shall meet and confer with the opposing party for the purpose of determining whether an agreement can be reached to resolve the objections to the pleading. The parties should meet and confer at least five days before the responsive pleading is due. Under Code of Civil Procedure section 430.41, subdivision (a)(3), the demurring party must file a declaration stating either:

(A) The means by which the demurring party met and conferred with the party who filed the pleading subject to demurrer, and that the parties did not reach an agreement resolving the objections raised in the demurrer.
(B) That the party who filed the pleading subject to demurrer failed to respond to the meet and confer request of the demurring party or otherwise failed to meet and confer in good faith.

Attorney Alison Flowers filed a declaration establishing the attorneys exchanged written correspondence. However, due "to scheduling problems because of the press of work, personal matters, and holidays, [counsel] were unable to connect telephonically before the deadline . . . ." (Flowers Decl. ¶4.) Notably, the attorneys exchanged numerous emails about scheduling. Finally, on the day prior to the filing of these motions, defense counsel stated: "I'm wondering if it may be better for us just to file the demurrer and motion to strike, since I doubt either one of us will change our positions?" (*See* Flowers Decl. ¶4, Exh. B.)

Ms. Flowers failed to provide any explanation as to why she elected not to file a declaration for an automatic extension of time to complete the meet and confer process. The City failed to satisfy the statutory meet and confer requirement. Nevertheless, the issues are well defined, and fully briefed, and the parties appear entrenched in their positions. As a practical matter, it is not clear a further meet and confer would be productive.

City's Objections to Plaintiff's Evidence

Plaintiff filed declarations of Steve Scherbarth and Kathleen E. Finnerty both setting forth evidentiary facts. The City filed a general objection to these declarations as they included evidence outside the scope of the pleadings. The Court may not consider extrinsic evidence in ruling on the demurrer. (See, e.g., *Afuso v. United States Fid. & Guar. Co., Inc.* (1985) 169 Cal.App.3d 859, 862, disapproved on other grounds in *Moradi-Shalal v. Fireman's Fund Ins. Cos.* (1988) 46 Cal.3d 287 [error for court to consider contents of release which was not part of any court record].) Plaintiff cites *Wolf v. Superior Court* (2004) 114 Cal.App.4th 1343, 1350-

1351 for the proposition that the Court may consider extrinsic evidence to determine the meaning of disputed contract terms. (*See* Opp. at p. 4, fn. 2.) But *Wolf* involves a motion for summary judgment, not a demurrer. As the Court does not consider Plaintiff's extrinsic evidence, the City's objections are sustained.

Demurrer

The City demurs to Plaintiff's First Amended Complaint (hereinafter "FAC") partially on the same grounds as the prior demurrer: (1) it is barred by the 90-day statute of limitations under the Subdivision Map Act; and (2) Plaintiff failed to allege exhaustion of administrative remedies.

90-Day Statute of Limitations under the Subdivision Map Act (SMA)

Any action to attack, review, set aside, void, or annul a local agency's decision regarding a subdivision—or any proceeding, act, or determination taken or made before such a decision—generally must be filed and served within 90 days of the decision. (Gov. Code, § 66499.37; *Templeton Action Comm. v. County of San Luis Obispo* (2014) 228 Cal.App.4th 427 [subdivider is indispensable party and must also be served within 90 days; affirming dismissal]; *Torrey Hills Community Coalition v. City of San Diego* (2010) 186 Cal.App.4th 429 [affirming dismissal when summons not served within 90 days, rejecting claim of impossibility].)

Except as otherwise provided in the Mitigation Fee Act (Gov. Code, §§66000–66025; not at issue here), challenges to map approval, denial, map conditions, certificates of compliance, subdivision improvement agreements, tentative map extensions, and related claims all must be brought within the 90-day statute of limitations. (*See* Gov. Code, § 66499.37; *Honchariw v. County of Stanislaus* (2015) 238 Cal.App.4th 1 [90-day statute of limitation applies to claim of inverse condemnation arising out of denial of subdivision application]; *Anthony v. Snyder* (2004) 116 Cal.App.4th 643 [when breach of contract claim overlaps with or concerns acts by city

council subject to challenge under Map Act, shorter statute of limitations of Section 66499.37 applies]; see also *Honchariw v. County of Stanislaus* (2020) 51 Cal.App.5th 243 [claim challenging county's interpretation of condition of subdivision approval accrues at time of interpretation]; but see *Legacy Group v. City of Wasco* (2003) 106 Cal.App.4th 1305 [suit on numerous grounds, including breach of development agreement, was not subject to Section 66499.37, but was subject to statute of limitations applicable to contract claims].)

Plaintiff again cites *Schmier v. City of Berkeley* (2022) 76 Cal.App.5th 549, and *Honchariw v County of Stanislaus* (2020) 51 Cal.App.5th 243, for the proposition "that the 90-day statute of limitations does not begin to accrue until the government agency 'disagrees with plaintiff's interpretation of a condition of approval' (*Schmier, supra*, at 556) and 'until it is clear what interpretation the agency has adopted and that the interpretation is the agency's final position' such that further negotiations would be futile." (*See* Opp. 6:13-18.)

As previously discussed, *Honchariw* involves a challenge to the interpretation of conditions of approval. In *Schmier*, the Court of Appeal held that the 90-day statute of limitations did not apply where plaintiff did not contest the imposition of conditions of approval, but rather the dispute was over the meaning of language in lien agreements executed as a condition of approval. (See *Schmier, supra,* 76 Cal.App.5th 549 at pp. 555-556.)

Here, in contrast, Plaintiff alleges the City breached the SIA on several discrete dates between June 2, 2017 and October 31, 2022, when it required Plaintiff to reconstruct curb ramps "using different specifications . . . than initially required by the City." (FAC ¶¶17-18.) The City further alleges that Plaintiff breached the SIA by "failing to respond to HOVNANIAN's ADA Certification discussed in Paragraph 39, supra, and by failing to respond to HOVNANIAN's request for approval of the means of compliance (e.g. grinding and overlay); by failing to abide

by the terms of the SIA by either not approving work performed under its inspection and guidance, or failing to relieve HOVNANIAN of minor deviations within the CITY'S scope of authority; and failing to approve works of improvement that substantially comply with the issued and approved plans, specifications and Conditions of Approval". (FAC ¶¶62). These allegations are distinct from the facts of *Honchariw* and *Schmier*. This is not a case challenging the interpretation of conditions of approval or contesting the meaning of language of lien agreements executed as a condition of approval. Plaintiff is challenging the actions and non-action of the City.

The 90-day Statute of Limitation under SMA applies in this case. At the latest, the 90-day period began to run on July 20, 2023, when the City rejected the Plaintiff's government claim. Therefore, Plaintiff had until October 18, 2023, to file and service the Summons and Complaint. The Complaint was filed January 18, 2024, and not service until March 27, 2024. There are no amendments Plaintiff could make that would salvage the FAC from the Statute of Limitations.

Exhaustion of Administrative Remedies

Before bringing any action to challenge a decision under the Map Act, a party must first exhaust all available administrative remedies. (See, e.g., *Mola Dev. Corp. v. City of Seal Beach* (1997) 57 Cal.App.4th 405.) The City argues Plaintiff failed to exhaust its administrative remedies under the Chino Municipal Code. (*See* Dem. 16-18.) However, the argument fails because it is based on a Municipal Code section omitted from the City's judicially noticed Exhibit A.

The City's Exhibit A is Chapter 19.05, which the City argues governs final map approval. (*See* Dem. 16:6.) The City argues "the appeals process" is laid out in section 19.01.110 . . . ."

(*See* Dem. 16:14-22.) That appears accurate. (*See* RJN Exh. A at § 19.05.240 ["The appeals process for the decision of the director of community development and/or city engineer shall be as described in Section 19.01.110 of this title."].) However, Exhibit A does not include Section 19.01.110. As the Court can only consider the pleadings and judicially noticeable facts, and because the City failed to request judicial notice of municipal code section governing administrative appeals (or provide a copy of the same), its "failure to exhaust" argument fails.

Declaratory Relief

For declaratory relief to be appropriate, there must be an "actual controversy relating to the legal rights and duties of the respective parties, "not an abstract or academic dispute. (CCP §1060, Connerly v. Schwarzeneggar (07) 146 Cal. App. 4th 739). Given the ruling to sustain the demurrer, there is no actual controversy between the parties. As such, the demurrer to the Third and Fourth Causes of Action are sustained.

RULING

1. Defendant's Request for Judicial Notice is **GRANTED.**
2. Defendant's Objections to Declarations of Steve Scherbarth and Kathleen E. Finnerty are **SUSTAINED.**
3. Defendant's Demurrer on the ground that Plaintiff's Complaint is subject to the 90-day statute of limitations set forth in Government Code Section 66499.37 is **SUSTAINED WITHOUT LEAVE TO AMEND.**
4. Defendant's Demurrer on the ground that Plaintiff failed to exhaust its administrative remedies is **OVERRULLED.**
5. Considering the Court ruling on the Demurrer, Defendant's Motion to Strike is **Moot.**

IT IS SO ORDERED:

Dated: March 6, 2025

CARLOS M. CABRERA
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

K. Hovnanian's Sonata At The Preserve, Llc -v - City Of Chino Et Al	
IMPORTANT CORRESPONDENCE	Case Number CIVSB2403234

Aleshire & Wynder, Llp
1 Park Plaza Suite 1000
Irvine CA 92614

From the above entitled court, enclosed you will find:

Minute Order and Ruling dated 03/06/25

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice:

☒ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.

☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.

☐ A copy of this notice was given to the filing party at the counter.

☐ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 3/6/2025

I declare under penalty of perjury that the foregoing is true and correct. Executed on 3/6/2025 at San Bernardino.

By: Jennifer Medina

SUPERIOR COURT OF CALIFORNIA
County of San Bernardino
San Bernardino District - Civil Division
247 West Third Street
San Bernardino, CA 92415-0210

RETURN SERVICE REQUESTED

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ZIP 92415
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RECEIVED
MAR 10 2025
BY

BYJ-SMM 92614

450

EXHIBIT C

Land Development Punchlist

a) In consideration of the Developer's addressing of the deficiencies outlined in the Punchlist following this page, the City shall have full responsibility to maintain, correct, remediate or otherwise manage and own all improvements associated with the subdivision improvements associated with the parcels, and shall defend, indemnify and hold Developer harmless from any and all Claims arising therefrom.

b) As a part of this Agreement, City agrees to release Developer's faithful performance bond and labor and materials bonds as outlined in **Exhibit D** without right of modification at a later date upon approval of the Developer's improvements, including completion by Developer to the City's reasonable satisfaction of the attached Punchlist items; provided that nothing herein shall authorize the release of the required warranty bond, which shall remain in place for the statutory one (1) year period from the date of acceptance of the improvements by the City.

[Punchlist follows this page]

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

LAND DEVELOPMENT PUNCHLIST

DATE:	11/7/25	
TO:	PROJECT: TR 18778	
	DEVELOPER: K. Hovnanian Homes	
	400 Exchange, Suite 200	
	Irvine, CA 92602	
	PROJECT LOCATION: South side of Botany between Rincon Meadows and Mill Creek (Freshwater Ln, Partridge Ln, Retreat Ct, Crane Ct, Solitude Ave, Botany St, and Meridian St.)	
FROM:	PROJECT ENGINEER/INSPECTOR:	Pakozdi/Cruz
SUBJECT:	PROJECT WALKTHROUGH NOTES AS OF: 4/29/25	

THIS LIST OF DEFICIENCIES MUST BE ADRRESSED PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS.

A. ITEMS NOT YET IN CONFORMANCE WITH PERMIT, PLANS, STANDARDS AND/OR SPECIFICATIONS:

1. Set all survey monuments.
2. Submit centerline ties per City Standard Drawing No. 900 for review and approval.
3. Submit red-lined *"Record Drawings" ("As-Builts)* for review and approval.
4. Submit AutoCAD format of plans (once "As-Built" plans have been verified and completed).
5. Submit *List of Public Improvements* constructed (Form attached).
6. Submit final compaction report records for the construction of public improvements.
7. Submit sewer system CCTV videos and reports.
8. Install 1-inch air vacuum assembly at Crane Ct per the approved plans and City of Chino Standard Drawing No. 435B.
9. Construct signing and striping as per the approved plan SP-622.
10. Implement the improvement recommendations outlined in the September 2025 Pavement Investigation Report prepared by LaBelle Marvin, except that the road slurry application shall consist of crack sealing followed by the placement of either Type II REAS or Type II RPMS.
11. Remove and replace cobblestones at intersections per City of Chino Standard No. 275.

B. REPAIRS AND CLEAN-UP REQUIRED:

1. Remove all USA markouts associated with pending work identified on this Punchlist.
2. Install water meter coupling and A34 adaptor and stamp a 3-inch "W" in the curb face at service location (park meter).
3. Adjust to grade all sewer and storm drain manholes.

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

4. Clean water valve cans and adjust to grade all water valves covers.
5. Stencil a 3-inch-high black numbers on each pole, 5 feet above cap surface facing the street per the approved plans and City of Chino Standards.
6. Paint all fire hydrants and blow off per City of Chino Standard Drawing No. 445A.
7. Final inspection of storm drain manholes and catch basins and sewer manholes
8. Final inspection of streetlights pull boxes
9. Final inspection of the streetlights pedestal
10. Final inspection of air and vacuum valve assembly
11. Paint all water valve covers with (2) coats of vista No. 999 metal primer and (2) coats of blue Dupont traffic paint no. 7001 or approved equal per City Standard No. 450 (note #1).
12. Paint red curb as marked on the field.
13. Safety Step to confirm if truncated dome wear at the following locations is due to age or poor installation. Replace if due to workmanship:
    - Freshwater and Meridian (NEC-SEC-SWC)
    - Botany and Crane (SWC)
    - Botany and Retreat (SWC)
14. Replace broken/cracked sidewalk panels at the following locations if damage was the result of construction activities:
    - 16148 Freshwater
    - 16197 Retreat (Botany Side)
    - 16224 Crane
    - 7786 Botany
    - 7735 Botany
15. Backfill and restore landscape/irrigation:
    - Freshwater and Meridian (SWC)
    - Botany and Crane (NWC-SWC-SEC)
    - 16209 Crane
    - Botany and Retreat (SEC)
    - Botany south side east of Retreat
    - Meridian and Partridge (SWC)
16. Attach tracing wire to the fire hydrants bottom flange.

cg Attachments
cc: Project Manager
Public Works Inspector
Assistant City Engineer

EXHIBIT D

Sample Form of Bond Release and Exoneration Letter

DATE

Steve Scherbarth
K. HOVNANIAN'S SONATA AT THE PRESERVE, LLC
1260 Corona Pointe Court, Suite 301
Corona, CA 92879

Subject: Final Acceptance of Subdivision Improvements
Tract No. 18778
Bond No. 106530200

To Whom It May Concern:

All of the public improvements constructed in accordance with Conditions of Approval for Tract No. 18778, were deemed complete and accepted by the City Council of the City of Chino as of DATE.

The disposition of the improvement security is authorized as follows:

1. Faithful Performance Bond No. 106530200 in the amount of $842,000 to K. Hovnanian's Sonata at the Preserve, LLC, by Travelers Casualty and Surety Company of America, as surety, for PL15-0100 Site Approval to guarantee the construction of the improvements per PL15-0100 Site Approval is hereby released and any interest of the City of Chino therein is terminated.

2. Labor and Material Bond No. 106530200 in the amount of $421,100 to K. Hovnanian's Sonata at the Preserve, LLC by Travelers Casualty and Surety Company of America, as surety, for PL15-0100 Site Approval to guarantee payment to material suppliers and others employed in the construction of the improvements per PL15-0100 is hereby released and any interest of the City of Chino therein is terminated.

3. Warranty Bond No. 106530200M in the amount of $84,200 issued to K. Hovnanian's Sonata at the Preserve, LLC by Travelers Casualty and Surety Company of America, as surety, for PL15-0100 Site Approval is now in full force and effect. This bond is to warranty the improvements to be free of any defects, damage, or deterioration due to defective materials or substandard workmanship. This warranty bond shall remain on file with the City for a minimum of one (1) year from the acceptance date.

The City will assume maintenance responsibility for the following improvements as of the acceptance date:

- Curbs and gutters
- Sidewalks
- Street Pavement
- Domestic Water Lateral(s)
- Sewer Lateral(s)
- Storm Drain Catch Basins

- Streetlights
- Traffic Signing and Striping

If you have any questions regarding this matter, please contact me at 909-334-3417.

Sincerely,

_____
City Engineer, P.E.

cc: Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: MARCH 24, 2026

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

FROM: **MAYOR PRO TEM CURTIS BURTON**

SUBJECT

Community Support Fund – Mayor Pro Tem Burton.

RECOMMENDATION

Approve community support fund contribution to Chino Valley YMCA ($250).

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2034
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time, authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Mayor Pro Tem Burton recommends that the City Council approve the following contribution:

- Chino Valley YMCA - $250: The Chino Valley YMCA offers a series of inclusive sports and educational programs to better the physical and social life for families and surrounding communities.

By approving this contribution, the Chino Valley YMCA will be better equipped to provide services to our community. Therefore, as proposed by Mayor Pro Tem Curtis Burton, it is recommended that the City Council approve the community support contribution to Chino Valley YMCA.