



Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the City Council Chambers. Additionally, members of the public may submit electronic inquiries or comments by submitting emails to CityClerk@cityofchino.org

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, MAY 7, 2024

REGULAR MEETING

AGENDA

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

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENTS

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 Number of Potential Cases: One

2. EXISTING LITIGATION: Stubbie Barr v. City of Chino

(San Bernardino Superior Court Case No. CIVSB 2323286)

FLAG SALUTE

CEREMONIALS

National Mental Health Awareness Month. Proclaim May 2024 as National Mental Health Awareness Month.

Presentations

2024 Hall of Fame Award Recipient. Recognition of the 2024 Hall of Fame Award Recipient: Glenn E. Duncan.

Teen Advisory Committee. Recognition of the Teen Advisory Committee Members: Elena Rossen, Amy Dinh, Bridget Moore, Kendall Baldrias, Enrico Hernandez, Neil Jatakia, Kale Lo, Aurora Moore, Adrian Mora, Karisia Rojas, Ximena Tapia, and Isabella Zhong.

Mayor's Home Beautification Award. Presentation of Mayor's Home Beautification Award for May 2024.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 770160 to 770479, and Electronic Fund Transfers 519100E to 519231E, totaling \$7,280,833.77.
2. Minutes. Regular Meeting Minutes for April 16, 2024 (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 - CDBG Alley Project (G6220). Accept the CDBG Alley Project (G6220), with Wheeler Paving, Inc., Riverside, CA, Contract No.2024-074, as complete and authorize the Director of Public Works to file the Notice of Completion.
5. Vendor Cap Increase - Towner Filtration. Approve a vendor cap increase with Towner Filtration in the amount of \$13,000 for a total not-to-exceed amount of \$63,000 for the purchase of micron filter cartridges used in the water treatment process at the City's water treatment facilities.

6. Vendor Cap Increase - CityGreen Consulting, LLC. Approve a vendor cap increase with CityGreen Consulting, LLC., in the amount of \$14,250 for a total not-to-exceed amount of \$64,250 for software program assistance under Senate Bill (SB) 1383 mandates for commercial properties.
7. Final Acceptance of Public Improvements for Tract Map No. 20172 - Pulte Homes Company, LLC, generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue in The Preserve Specific Plan area. Accept public improvements as complete for Tract Map No. 20172; authorize release of the performance bond and initiate the warranty bond; and authorize the City Manager to execute the necessary documents on behalf of the City.
8. Amendments to Memorandum of Understanding and Summary of Benefits. Approve Resolution No. 2024-022 amending the Memorandum of Understanding for the American Federation of State, Country and Municipal Employees (AFSCME) and the Summary of Benefits for Unrepresented Sworn Management.

NEW BUSINESS

9. Traffic Signal Installation at Eucalyptus & Fern Project (TR240). Award a construction contract to Elecnor Belco Electric, Inc., Chino, CA, in the amount of \$1,146,360 and authorize \$114,636 for construction project contingencies, for a total contract not to exceed \$1,260,996.

Staff Report By: Hye Jin Lee, PE, Director of Public Works

RECOMMENDATION: Award a construction contract to Elecnor Belco Electric, Inc., Chino, CA, for Project TR240 - Traffic Signal Modification at Eucalyptus/Fern in the amount of \$1,146,360 and authorize \$114,636 for construction project contingencies, for a total contract not to exceed \$1,260,996; and authorize the City Manager to execute all necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

10. Community Support Fund - Mayor Ulloa. Approve community support fund contributions for multiple non-profits and community groups for the Fiscal Year 2023-24.

Staff Report By: Mayor Ulloa

RECOMMENDATION: Approve community support fund contributions of \$250 to American Cancer Society - Making Strides, \$125 to Boy Scout Troop 201, \$125 to Boy Scout Troop 205, \$250 to Chino American Little League, \$250 to Chino National Little League, \$250 to Chino AYSO Region 67, \$250 to Chino Youth Boxing Foundation, \$250 to Chino Girls Fastpitch, \$250 to Chino High School Sports Booster, \$250 to Chino Kiwanis Club; \$250 to Chino Neighborhood House, \$250 to Chino Police Explorer's Post #211, \$250 to Chino Pop Warner, \$250 to Chino Valley Soroptimist, \$250 to Chino Youth Museum, \$250 to Don Lugo High School Sports Booster, \$250 to Food for Life Ministry, \$250 to HOPE Family Resource Center, \$250 to Isaish's Rock, \$250 to Rancho del Chino Rotary Club, and \$250 to UChooz Positive Youth.

Mayor Pro Tem Comstock

Council Member Burton

11. Community Support Fund - Council Member Burton. Approve community support fund contribution to Food for Life Ministry, Rancho Del Chino Rotary Club, and Trail Life Troop 2678.

Staff Report By: Council Member Burton

RECOMMENDATION: Approve community support fund contribution of \$500 to Food for Life Ministry, \$500 to Trail Life Troop 2678, and \$250 to Rancho del Chino Rotary Club.

Council Member Flores

12. Community Support Fund - Council Member Flores. Approve community support fund contribution to Rancho del Chino Rotary Club.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve community support fund contribution of \$250 to Rancho del Chino Rotary Club.

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, May 21, 2024 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 Friday, May 3, 2024, this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.



Natalie Gonzaga, City Clerk.

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

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Proclaim May 2024, as National Mental Health Awareness Month.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Commitment to our Community
 - Partnerships & Teamwork
 - Public Service Excellence

C H I N O Proclamation

WHEREAS, on behalf of the citizens of Chino, we recognize the month of May 2024, as National Mental Health Awareness Month; and

WHEREAS, the City of Chino, Chino Valley Unified School District, and Healthy Chino Coalition recognize that mental health issues can affect all people; and

WHEREAS, serious mental illnesses are more common than cancer, diabetes, and heart disease; and according to Mental Health America (MHA), 21 million American adults and 3.7 million young people are experiencing severe major depression.

WHEREAS, misunderstandings exist about many mental illnesses and our social culture often wrongly imposes stigma on these conditions; and

WHEREAS, the City of Chino recognizes the importance of addressing both mental and physical health concerns as being essential to everyone's overall health and well-being; and asking for help is a sign of strength and the first step towards achieving mental wellness; and

WHEREAS, the City of Chino offers mental health services to youth, adults, and families; and

WHEREAS, the City of Chino partners with the National Alliance for Mental Illness (NAMI)-Pomona Valley to provide free support groups to educate, inspire hope, and decrease the stigma surrounding mental health issues; and

WHEREAS, the City of Chino encourages you to reach out to your support network, a friend, family member, teacher, or counselor.

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim May 2024 as:

"NATIONAL MENTAL HEALTH AWARENESS MONTH"

in the City of Chino and encourage each citizen to continue to be compassionate and understanding of the importance that mental health services provide.

PRESENTED THIS 7TH DAY OF MAY 2024.


EUNICE M. ULLOA, Mayor

ATTEST:


NATALIE GONZAGA, City Clerk



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

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Recognition of the 2024 Hall of Fame Award Recipient: Glenn E. Duncan.

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:

- Public Service Excellence Through Internal & External Partnerships
 - Commitment to Our Community
 - Partnership & Teamwork

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

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Recognition of the Teen Advisory Committee Members:

Elena Rossen, Chairperson (Senior)

Amy Dinh, Vice Chairperson (Senior)

Bridget Moore, Secretary

Kendall Baldrias (Senior)

Enrico Hernandez (Senior)

Neil Jatakia

Kale Lo

Aurora Moore

Adrian Mora

Karisia Rojas

Ximena Tapia

Isabella Zhong

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
- Communication & engagement
- Partnership & Teamwork
- Superior Customer Services

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Award of Mayor's Home Beautification Award for May 2024.

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

FROM: ROB BURNS, DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 770160 to 770479, and Electronic Fund Transfers 519100E to 519231E, totaling \$7,280,833.77.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 23-24 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:

- Financial Stability

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

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

NO.	WARRANTS	DATE	FY	AMOUNT
1.	770160 – 770257	4/4/24	23-24	\$588,950.91
2.	770258 – 770365	4/11/24	23-24	\$1,748,456.31
3.	770366 – 770479	4/18/24	23-24	\$716,116.00
4.	519100E – 519146E	4/5/24	23-24	\$281,968.44
5.	519147E – 519198E	4/12/24	23-24	\$3,191,004.53
6.	519199E – 519231E	4/19/24	23-24	\$754,337.58

E: Electronic Fund Transfer

TOTAL	\$7,280,833.77
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ISSUES/ANALYSIS

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

RB:hm

Attachment



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

Check Number	Check Date	Vendor Name	Description	Amount
770200	04/04/2024	HAZEN AND SAWYER	WELL 17 DESIGN SERVICE	\$67,589.25
770219		MERITAGE HOMES	REFUND FOR STREET WORK	\$136,180.00
770244		SO CAL EDISON CO	SERVICE PERIOD: 01/30-02/28	\$184,299.89
519100	04/05/2024	10-8 RETROFIT INC	RETROFITTING & MAINTENANCE OF FLEET	\$54,362.82
519120		INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	\$55,187.10
770277	04/11/2024	CHINO VALLEY UNIFIED SCHOOL DISTRICT	CROSSING GUARDS	\$54,781.52
770293		FLOCK GROUP INC.	FLOCK CAMERAS	\$57,000.00
770305		LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	\$62,950.00
770316		MERITAGE HOMES	DIF REIMB STORM DRAIN	\$1,178,914.00
519155	04/12/2024	CHINO BASIN DESALTER AUTHORITY	WATER PURCHASES	\$1,625,776.00
519175		INLAND EMPIRE UTILITIES AGENCY	SEWAGE TREATMENT SERVICE	\$798,768.06
519177		MAMCO INC	WATER MAIN LINE REPLACEMENT CENTRAL/CHINO TO C STREET	\$487,836.48
519190		SIDEPATH INC	CENTRAL SERVICES-VMWARE 1 YEAR LICENSE	\$63,792.48
770476	04/18/2024	WASTE MANAGEMENT	COLLECTION SERVICES	\$440,118.06
519217	04/19/2024	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	\$697,732.25
15			TOTAL	\$5,965,287.91

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Regular Meeting Minutes for April 16, 2024 (All Members Present).

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

TUESDAY, APRIL 16, 2024

MINUTES

OPEN SESSION – 6:00 PM

CALL TO ORDER

The April 16, 2024, Regular Meeting 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 Karen C. Comstock, Council Member Curtis Burton, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

FLAG SALUTE

Cub Scout Pack 205 led the assembly in reciting the Pledge of Allegiance.

CEREMONIALS

Presentations

Troop 201 Scout Recognition. Special Recognition of Chino Rotary Troop 201 Scout Leaders John Anderson, Cristian Li, and Patricia Cox.

Mayor Ulloa recognized Chino Rotary Troop 201 Scout Leaders John Anderson, Cristian Li, and Patricia Cox for their dedication to the scouting organization and youth in the community.

Proclamations

National Public Safety Telecommunicators Week. Proclaim April 14 - 20, 2024 as National Public Safety Telecommunicators Week.

Mayor Ulloa read into the record the Proclamation designating April 14-20, 2024 as National Public Safety Telecommunicators Week in Chino. Police Chief Mensen and Department Dispatchers were present to accept the Proclamation.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported agenda Item No.16 will be pulled and returned to staff.

INFORMATION

Economic Development Report. Receive and File the Quarterly Economic Development Report.

Mayor Ulloa announced the Economic Development Report is available in the agenda packet.

External Agency Report. Receive and File the External Agency Report for April 2024.

Mayor Ulloa announced the External Agency Report is available in the agenda packet.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa announced the following scheduled community events:

The Inland Empire Utilities Agency and the City of Chino Community Earth Day Event is Thursday, April 19, from 4:00 p.m. - 7:00 p.m. at the Chino Creek Wetlands and Educational Park located at 6075 Kimball Avenue. For more information, please contact (909) 334-3282.

The Kiwanis Corn Feed Run Car Show & Cruise is Saturday, April 27th, at City Hall, from 8:00 a.m. to 3:00 p.m. The event showcases classic cars in the downtown, live DJ music, and local vendor booths. For more information, visit www.ChinoKiwanis.com.

Chino Bike Day will be held Saturday, May 11th, from 7:30 a.m. to 11:00 a.m. at Ruben S. Ayala Park, Chino. This family-friendly event, presented by Healthy Chino and the Chino Police Department, promises fun for all ages with a special family bike ride. For more details, visit www.cityofchino.org/bikeday.

The State of the City Address, "From Heritage to Horizon," will be held on Tuesday, May 14, at the Chaffey College Chino Community Center. Ticket information and RSVP details are at www.cityofchino.org/sotc.

PUBLIC COMMENTS

Pastor Roy Robbins of Christ Lutheran Church provided the invocation.

Melissa Compani, Representative for Fourth District County Supervisor Curt Hagman, announced updates and upcoming events hosted by Supervisor Hagman.

John Ravero, introduced his business in Chino, Luv 2 Play, an indoor playground for children.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 769953 to 770159, and Electronic Fund Transfers 519015E to 519099E, totaling \$3,851,275.53.
2. Minutes. Regular Meeting Minutes for April 2, 2024 (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.

Item No. 4 was pulled from the Consent Calendar for a separate action.

5. 2023 Chino Climate Action Plan Annual Report. Receive and file the 2023 Chino Climate Action Plan Annual Progress Report, which outlines the City's progress to reduce Greenhouse Gas (GHG) emissions.
6. Property Tax Allocation for Annexation - LAFCO Reorganization (Detachment/Annexation from County Service Area 70) No. 3268 - East End Annexation. Adopt Resolution 2024-017, determining the amount of property tax revenues to be exchanged between and among the City of Chino and the County of San Bernardino, resulting from the jurisdictional change described by LAFCO 3268 (PL20-0003, Annexation).
7. Federal Asset Forfeiture Funds - Patrol Equipment Purchase (Federal Grant G424F). Approve the appropriation of \$43,073.14 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of patrol equipment and increase the Asset Forfeiture revenue by \$43,073.14.
8. Chino Preserve Development Corporation - Development Impact Fee Credit & Reimbursement Agreement Tract Map No. 16420-5 (Block 3). Approve a Development Impact Fee Construction Credit/Reimbursement Agreement with Chino Preserve Development Corporation for Tract Map No.16420-5 (Block 3) in the amount of \$4,077,734.
9. Final Acceptance of Public Improvements for Tract Map No. 20165 (Block 4) area in The Preserve Specific Plan. Final Acceptance of Public Improvements for Tract Map No. 20165, Chino Preserve Development Corporation, generally located south of Market Street, west of Hellman Avenue, north of Legacy Park Street, and east of Discovery Park Avenue.
10. Final Acceptance of Public Improvements for Tract Map Nos. 19951 & 19952. Final Acceptance of Public Improvements for Tract Map Nos. 19951 and 19952, Lennar Homes of California, Inc., generally located at the northwest corner of Bickmore and Alpine Meadows Avenues in The Preserve Specific Plan area.
11. Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a Municipal Corporation; Chino Development Corporation, a California Corporation; and Century Communities of California, LLC, a Delaware Limited Liability Company. Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, Chino Development Corporation, and Century Communities of California, LLC.
12. Amendment No. 1 to the Three-Party Cooperative Agreement between the City of Chino, the City of Ontario, and the San Bernardino County Flood Control District (SBCFCD) for the San Antonio Regional Storm Drain Project (R8001). Approve Amendment No. 1 to the three-party Cooperative Agreement for the San Antonio Regional Storm Drain Project (R8001) to increase the applicable costs by \$284,750, for a revised City share amount of \$868,750.
13. Amended and Restated Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records. Adopt Resolution 2024-020, An Amended and Restated Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.

Motion by Council Member Burton, seconded by Mayor Pro Tem Comstock, to approve the Consent Calendar items 1-3 and 5-13 as presented. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

ITEMS PULLED FROM CONSENT CALENDAR

4. Resolution Opposing Initiative No. 21-0042A1. Adopt Resolution 2024-018 opposing Ballot Measure #1395, "The Taxpayer Protection and Government Accountability Act" (Initiative AG # 21-0042A1).

Vivian Castro, Deputy City Manager, provided a report on the item.

Mayor Pro Tem Comstock expressed her opposition to "The Taxpayer Protection and Government Accountability Act."

Motion by Council Member Flores, seconded by Mayor Pro Tem Comstock, to approve Item 4. 24-184 Resolution Opposing Initiative No. 21-0042A1. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

14. Issuance of Bonds Community Facilities District 2003-03 Improvement Area 10. Adopt Resolution 2024-019 for the issuance of Bonds for Community Facilities District (CFD) 2003-03 and approve Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth in the amount of \$75,000.

Staff Report By: Rob Burns, Director of Finance

RECOMMENDATION: 1) Adopt Resolution No. 2024-019 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2003-03 IA10 of the City of Chino (the "District"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents"); and 2) approve the Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth in the amount of \$75,000.

Rob Burns, Director of Finance, provided a report on the item.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Comstock, to 1) Adopt Resolution No. 2024-019 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2003-03 IA10 of the City of Chino (the "District"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents"); and 2) approve the Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth in the amount of \$75,000. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

15. Amendment to Huitt-Zollars, Inc. Agreement for Design Professional Services - Pine Avenue Extension and Connection to State Route 71 (ST061). Approve a ninth amendment to the Design Professional Services Agreement with Huitt-Zollars, Inc., Irvine CA, Agreement 2015-232, in the amount of \$359,730, for a total agreement amount not to exceed \$5,292,514.11.

Staff Report By: Michele Hindersinn, Principal Engineer

RECOMMENDATION: Approve a ninth amendment to the Design Professional Services Agreement with Huitt-Zollars, Inc., Irvine CA, Agreement 2015-232, in the amount of \$359,730, for a total agreement amount not to exceed \$5,292,514.11; and authorize the City Manager to execute all necessary documents on behalf of the City.

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

Mayor Pro Tem Comstock requested an update on the timeframe for the project. Staff provided updates on the status and discussions with Army Corps of Engineers, City of Chino Hills, and Caltrans.

City Council members offered to participate in discussions to help move the project forward and expressed concerns regarding completing the project in time for the City to have the opportunity to host 2028 Olympic events, as well as the need for improved traffic flow in this area.

City Council members requested staff work with the County Supervisor to address the Pomona Rincon Road improvements as a collaborative effort.

Motion by Council Member Flores, seconded by Council Member Lucio, to Approve a ninth amendment to the Design Professional Services Agreement with Huitt-Zollars, Inc., Irvine CA, Agreement 2015-232, in the amount of \$359,730, for a total agreement amount not to exceed \$5,292,514.11; and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

16. Traffic Signal Installation at Eucalyptus & Fern (TR240). Award a Construction Contract with Elecnor Belco Electric, Inc., Chino, CA, for the Traffic Signal Installation at Eucalyptus & Fern.

Staff Report By: Hye Jin Lee, PE, Director of Public Works

RECOMMENDATION: 1) Appropriate \$175,000 from the unappropriated reserves of the Measure I Fund with a corresponding increase to the Traffic Signal Installation at Eucalyptus & Fern (TR240); 2) appropriate \$546,402 to the Transportation Fund with a corresponding backfill transfer from the Bridges/Signal/Thoroughfare Fund 220, bringing the total project TR240 budget to \$1,271,402; 3) award a construction contract to Elecnor Belco Electric, Inc., Chino, CA, for the Traffic Signal Installation at Eucalyptus & Fern (TR240) for a contract amount of \$1,146,360 and authorize up to \$114,636 (10% of the contract amount) for construction contingencies for a not to exceed contract amount of up to \$1,260,996; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

Item No. 16 was pulled and returned to staff. No action was taken on Item No. 16.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events since the last meeting that included the Omnitrans Board of Directors meeting; San Bernardino County Transportation Authority Board of Directors meeting; Chick-fil-A Scholarship Award event; Agriculture meeting; Chino Desalter Authority Board of Director's meeting; Inland Empire Utilities Agency Sewage Policy Committee; Senior Birthdays; Healthy Family Day/Bark Around Ayala Park; City Manager meeting; City Council Workshop; Mayor's Prayer Breakfast; Omnitrans Administration and Finance Committee meeting; San Bernardino County Transportation Authority Transit Committee, and Metro Valley Committee meeting; Celebrated her Birthday with her family; Chino Valley Youth Track meet; City Manager meeting; and meeting with Jan Perkins.

Mayor Pro Tem Comstock

17. Community Support Fund - Mayor Pro Tem Comstock. Approve community support fund contributions for multiple non-profits and community groups for the Fiscal Year 2023-24.

Staff Report By: Mayor Pro Tem Comstock

RECOMMENDATION: Approve community support fund contribution of \$250 to Isaiah's Rock, \$250 to UCHOOZ Positive Youth, \$500 to Chino Police Officers' Foundation, \$500 to Chino Valley Fire Foundation, \$250 to Chino Kiwanis Club, \$250 to Chino American Little League, \$500 to Chino National Little League, \$500 to Chino Girls Fastpitch Softball, \$250 to Chino Boxing Club, \$125 to Rancho Del Chino Rotary Club, \$500 to Chino Valley Soroptimist Club, \$500 to Don Lugo High School Sports Booster Club, \$250 to Chino High School Sports Boosters, \$250 to Chino Police Explorer Post #211, and \$125 to Chino Valley Chamber Foundation Leadership Project supporting the Chino Community Children's Theatre.

Motion by Council Member Burton, seconded by Mayor Ulloa, to Approve community support fund contribution of \$250 to Isaiah's Rock, \$250 to UCHOOZ Positive Youth, \$500 to Chino Police Officers' Foundation, \$500 to Chino Valley Fire Foundation, \$250 to Chino Kiwanis Club, \$250 to Chino American Little League, \$500 to Chino National Little League, \$500 to Chino Girls Fastpitch Softball, \$250 to Chino Boxing Club, \$125 to Rancho Del Chino Rotary Club, \$500 to Chino Valley Soroptimist Club, \$500 to Don Lugo High School Sports Booster Club, \$250 to Chino High School Sports Boosters, \$250 to Chino Police Explorer Post #211, and \$125 to Chino Valley Chamber Foundation Leadership Project supporting the Chino Community Children's Theatre. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Pro Tem Comstock announced she would forego her report on meetings and events attended since the last meeting to provide a report on California Institute for Men (CIM) and her concerns associated with the recent relocation of death row inmates to CIM and substandard security practices as CIM continues to deteriorate and how the State's actions will impact the Chino community.

Council Member Burton reported on the following meetings and events since the last meeting that included the Chamber of Commerce Leadership Collaborative, Healthy Family Day/Bark Around Ayala Park; Meeting with a business owner; Centennial Celebration Gala at the American Legion Post 299 in honor of Elmer C Jertberg; City of Chino Water meeting; City of Chino Housing meeting; City Council Workshop; Mayor's Prayer Breakfast; Chino Basin Water Master meeting; Retail Theft Roundtable meeting; Residential Cleanup Day; Pet Wants Grand Opening; and City Manager meeting.

Council Member Burton expressed his disapproval of the transfer of the death row inmates to CIM and announced he, along with other members of the Chino City Council, including City of Chino Hills elected officials, will be representing the City in Sacramento. Council Member Burton encouraged residents to pay attention to what is going on in the City and expressed the need for support.

Council Member Flores

18. Community Support Fund - Council Member Flores. Approve community support fund contributions for multiple non-profits and community groups for the Fiscal Year 2023-24.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve community support fund contribution of \$500 to Chino Valley Chamber Foundation Leadership Project supporting the Chino Community Children's Theatre and \$500 to Trail Life Troop 2678.

Motion by Mayor Pro Tem Comstock, seconded by Council Member Lucio, to Approve community support fund contribution of \$500 to Chino Valley Chamber Foundation Leadership Project supporting the Chino Community Children's Theatre and \$500 to Trail Life Troop 2678. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Flores reported on the following meetings and events since the last meeting that included the Centennial Celebration Gala at the American Legion Post 299 in honor of Elmer C Jertberg; Soroptimist Spaghetti Dinner and Bingo; Needs Collaboration Event meeting; City Council Workshop; Mayor's Prayer Breakfast; Meeting with business owner; Retail Theft Roundtable meeting; Chino Valley Youth Track meet; Pet Wants Grand Opening; and meeting with Jan Perkins.

Council Member Lucio

Council Member Lucio reported on the following meetings and events since the last meeting that included the Healthy Family Day/Bark Around Ayala Park; and California Institute for Men (CIM) & California Institute for Women (CIW) Citizens Advisory Committee meeting. He explained Proposition 66 passed in 2016 which is the reason death row inmates are being transferred to CIM. He expressed concerns regarding the security level and facility condition of CIM, and potential for hospital visits of dangerous level 4 inmates.

City Manager's Report

City Manager Reich introduced Hye Jin Lee, Director of Public Works, who introduced the new City Engineer, Albert Espinoza.

City Attorney's Report

City Attorney Galante gave a brief update on the recent court case ruling, Sheetz v. County of El Dorado, which will affect local agencies' administration of impact mitigation fees, noting the ruling will not have a negative impact on the City of Chino's adopted development impact fees. Mayor Ulloa asked City Attorney Galante ensure staff review this case and City processes. Mr. Galante confirmed he will examine the nexus studies when they are performed.

Police Chief's Report

Chief Mensen provided the City Council with an update regarding the death row inmate transfer to CIM and reported the Chino Police Department has been working tirelessly to address the City's concerns, implement immediate additional security procedures, and reported a regional alliance has been established involving the City of Chino Hills, City of Ontario, and Chino Valley Fire District to address regional safety concerns.

Chief Mensen provided information to the City Council regarding a recent meeting with the Warden of CIM. Mayor Pro Tem Comstock asked Chief Mensen to ensure CIM's escape protocols are reviewed, tabletop and exercise drills are conducted, the Memorandum of Understanding between the City of Chino and CIM is reviewed and updated and ensure they are held accountable.

Council Members inquired and discussion ensued regarding the notification systems and sirens at CIM to notify the Police Department and residents in the event of an escape.

Fire Chief's Report

Fire Chief Dave Williams reported the Chino Valley Fire District is also concerned about the potential threat at CIM. At the Mayor's request, Chief Williams provided an update on the transition from American Medical Response (AMR) to CONFIRE for ambulance services scheduled to take over services on October 1st.

ADJOURN

The meeting adjourned at 7:33 p.m. The next Regular Meeting of the City Council will be held on Tuesday, May 7, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 7TH DAY OF MAY 2024.

EUNICE M. ULLOA, MAYOR

ATTEST:

MARITZA C. SANCHEZ, DEPUTY CITY CLERK

(These minutes are not official until signed.)

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

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 2023-24 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

CITY COUNCIL MEETING DATE: MAY 7, 2024

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

PAGE: 2

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
April 17 – 19, 2024	League of California Cities City Leaders Summit	Sacramento, CA	Mayor Pro Tem Comstock Council Member Burton Council Member Flores
April 19, 2024	Southern California Water Coalition Luncheon	Temecula, CA	Mayor Ulloa

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Notice of Completion – CDBG Alley Project (G6220).

RECOMMENDATION

1) Accept the CDBG Alley Project (G6220), with Wheeler Paving, Inc., Riverside, CA, Contract No.2024-074, as complete; 2) authorize the Director of Public Works to file the Notice of Completion; and 3) authorize the release of the retention funds following the 35-day lien period.

FISCAL IMPACT

The project was completed within the City Council approved 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
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3508030 – 48005 48009 – G6220 5507380 – 48005 48009 – G6220
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Community Development Block Grant (CDBG) program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The CDBG 2023-2024 One-Year Action Plan was approved by the City Council on May 2, 2023, and recommended funding for an alley improvement project. The City of Chino opted to select the alley North of Chino Avenue between 9th Street and 13th Street for the use of eligible funds.

On June 6, 2023, the City Council awarded a construction contract to Wheeler Paving, Inc, Riverside, CA for \$396,135 for the CDBG Alley Project (G6220). Additionally, the City Council authorized expenditures of up to \$59,421 for project contingencies, bringing the total contract to an amount not to exceed \$455,556.

All improvements within the project scope have been successfully constructed. The scope of work included a full depth alley pavement, including curb and gutter, alley approaches, and compliant accessibility ramps.

ISSUES/ANALYSIS

All work has been completed per the terms of the original contract and approved change order. The following is a summary of the final accounting of construction costs for the project.

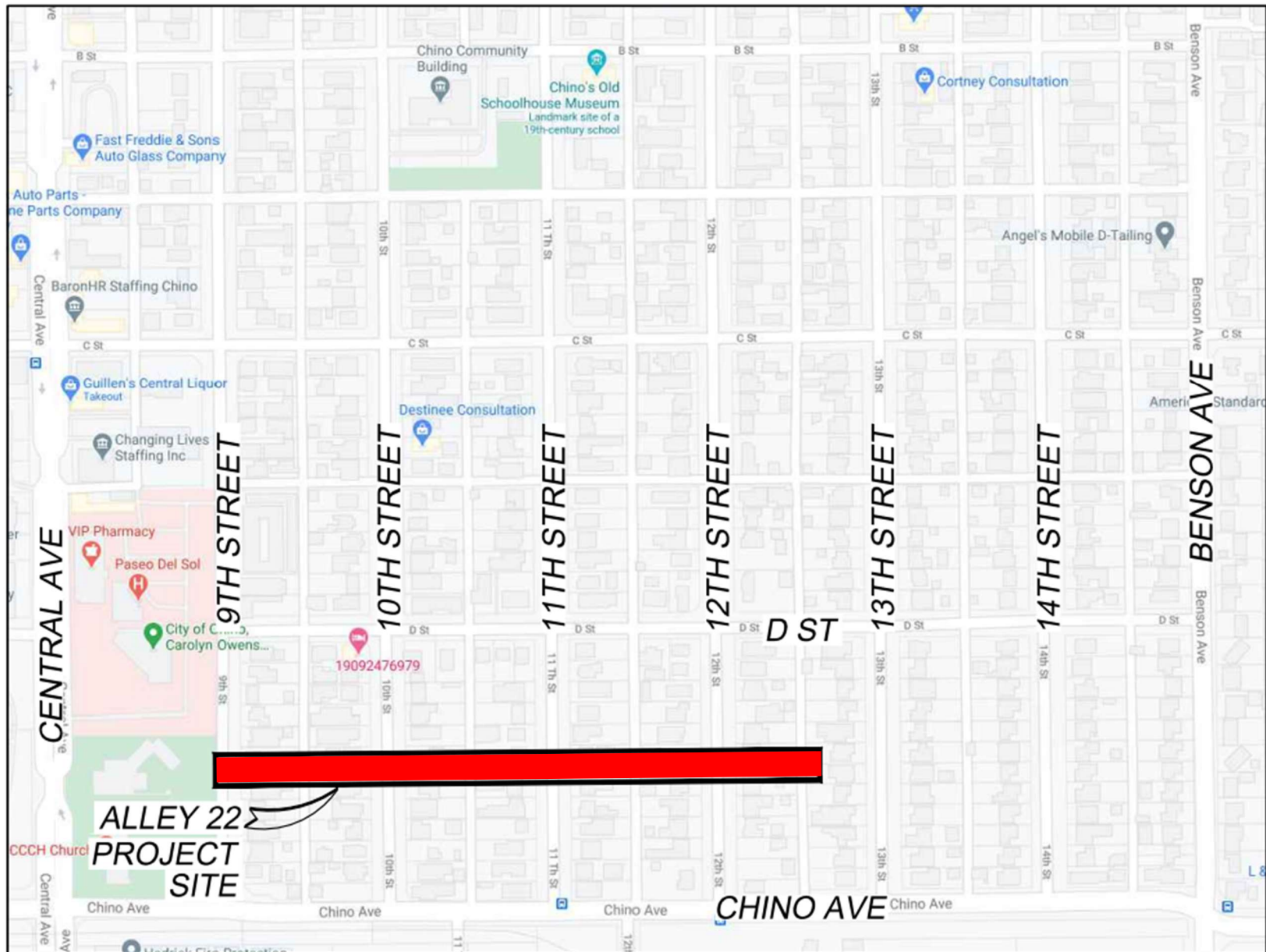
The total contract change order amount is \$1,790.11 (Less than 1% of the total contract). Ten percent is generally considered within the normal range of changed conditions on a Public Works construction project, and by providing change order authority upfront, the City Council helps to reduce the possibility of delay on a construction project.

CDBG Alley Project (G6220)	Contract	Contingency	Wheeler Paving, Inc.,
Original Contract & Contingency	\$396,135.00	\$59,421.00	
Contract Change Order No. 1	\$1,790.11	-\$1,790.11)	
Final Contract & Contingency Balance	\$397,925.11	\$57,630.89	

has complied with the terms of the contract. A Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office. The retention funds will be released following the 35-day lien period.

Attachments: Exhibit A: G6220 Location Map
Exhibit B: Project Before/After Photos
Exhibit C: Notice of Completion – Wheeler Paving, Inc.

PROJECT NO. G6220
CDBG ALLEY REHABILITATION PROJECT









RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO

City Clerk
City of Chino
P.O. Box 667
Chino, CA 91708-0667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN# N/A**NOTICE OF COMPLETION**

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

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of Chino3. The full address of the undersigned is 13220 Central Avenue, Chino, CA 917104. The nature of the title of the undersigned is: In fee _____
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

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

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

(If no transfer made, insert "none")

7. A work of improvement on the property hereinafter described was completed on January 26, 2024

8. The name of the contractor, if any, for such work of improvement was:

Wheeler Pavement, Inc. Riverside, CA

(If no contractor for work of improvement as a whole, insert "none")

9. The property on which said work of improvement was completed is in the City of Chino, County of San Bernardino, State of California, and is described as follows:

Alley North of Chino Avenue Between 9th Street and 13th Street10. The street address of said property is NONE

(If no street address has been officially assigned, insert "none")

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2:

Hye Jin Lee, Director of Public WorksDATE: May 7, 2024**CERTIFICATION FOR NOTICE OF COMPLETION**

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

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

I declare under penalty of perjury, that the foregoing is true and correct. Executed on May 7, 2024, at City of Chino, California

Hye Jin Lee
Director of Public Works

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Vendor Cap Increase - Towner Filtration.

RECOMMENDATION

Approve a vendor cap increase with Towner Filtration in the amount of \$13,000 for a total not to exceed amount of \$63,000 for the purchase of micron filter cartridges used in the water treatment process at the City's water treatment facilities; and authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are available in the FY 2023-24 Public Works 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:

- Superior Customer Service
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure: 5207300-43050
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

To maintain State-regulated water quality standards, City staff uses micron filter cartridges to remove fine debris particles from well water as the particles make their way through the water treatment process. The removal of these fine debris particles aids in the efficiency and effectiveness of the water treatment process.

ISSUES/ANALYSIS

With the addition of water treatment facilities and the increase of water produced within the City, the need for micron filter cartridges has also increased. City staff has found a need to purchase the micron filter cartridges more frequently, causing the original budgeted amount to deplete at a faster rate than in previous years. Staff recommends an increase in the vendor cap with Towner Filtration by \$13,000 for a new total vendor cap amount of \$63,000. This increase is necessary to ensure an adequate supply of micron filter cartridges to maintain water quality standards. The City Council authorization is required as the combined total expenditures will exceed the \$50,000 authorized to one vendor. This request does not require an additional appropriation, as the expenditures fall within the adopted budget.

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Vendor Cap Increase - CityGreen Consulting, LLC.

RECOMMENDATION

Approve a vendor cap increase with CityGreen Consulting, LLC in the amount of \$14,250 for a total not-to-exceed amount of \$64,250 for software program assistance under Senate Bill (SB) 1383 mandates for commercial properties; and authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are available in the 2023-2024 Public Works operating budget. Expenditures for the SB 1383 software and program assistance will be fully funded from the Cal Recycle SB 1383 Local Assistance Program Grant.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure: 5507380-43650/43070-G7231
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City is required to ensure that commercial properties comply with CalRecycle's requirements under Senate Bill (SB) 1383 Short-lived Climate Pollutants: Organic Waste Reduction. To assist with this, City staff plans to utilize CityGreen Consulting, LLC for SB 1383 program assistance services. These services will help City staff ensure that commercial properties meet compliance requirements through technical assistance and waste hauler support services.

ISSUES/ANALYSIS

In addition to program assistance, CityGreen Consulting, LLC offers a software program designed to facilitate compliance with SB 1383 mandates. This software will be essential for City staff, providing tools for compliance tracking, record-keeping, reporting, and communication with haulers and vendors.

To implement the software program for commercial property compliance under SB 1383, staff recommends an increase in the vendor cap with CityGreen Consulting, LLC by \$14,250 for a new total vendor cap amount of \$64,250. The City Council authorization is required as the combined total expenditures for both the SB 1383 program assistance and software will exceed the \$50,000 authorized to one vendor. This request does not require an additional appropriation, as the expenditures fall within the adopted budget.

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Final Acceptance of Public Improvements for Tract Map No. 20172 - Pulte Homes Company, LLC, generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue in The Preserve Specific Plan area.

RECOMMENDATION

1) Accept public improvements as complete for Tract Map No. 20172; 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

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 Lewis Management Corporation's (LMC) application for PL18-0010 (Master Site Approval) and PL18-0011 (Tentative Tract Map No. 20161), an "A" level subdivision for conveyance purposes and master plan for the development of up to 494 residential units (Van Vliet project). This project is generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue.

Tract Map No. 20161 is an "A" level map that creates ten numbered lots and eight lettered lots for the Van Vliet project site. The numbered lots establish the parcels for the nine planning areas, which includes the approval of five "B" level tract maps to allow for the development by guest homebuilders for Tract Map Nos. 20169, 20170, 20171, 20172, and 20270. The "A" map also outlined the street systems that also support the overall development of Van Vliet. The lettered lots were created to accommodate the perimeter landscape areas that will be maintained by the Preserve Master Maintenance Corporation (PMMC). The 1.5-acre basin and 2.58-acre lot for the Recreational Center were created as part of the previous map that was recorded for this project (Tract Map No. 17571). It should be noted that the Van Vliet Master Site Approval staff report briefly mentions a total of seven "B" level maps as part of the Van Vliet project area. Tract Maps Nos. 20173 and 20271 were filed as one map since the developments are the same 3-story product type, sold to the same builder, and contiguous parcels. Tract Map No. 20173 was approved as part of separate action by the Planning Commission, and the public improvements constructed for this tract will be discussed in greater detail upon the final acceptance of public improvements, which will be brought to the City Council at a later date.

Pulte Home Company, LLC ("Pulte") has purchased Tract No. 20172 from LMC, which created 76 numbered lots and four lettered lots to accommodate the development of 76 single-family homes (Exhibit A).

The Engineering Conditions of Approval for this tract required Pulte to design and construct certain improvements expanding on the existing backbone infrastructure, including, but not limited to, potable water lines, streetlight improvements, street improvements, sewer improvements, and other infrastructure. These improvements are located on the following public streets: Grassland Ave, Pasture Ave, Botany St between Olive Grove Ave and Pasture Ave, and Meridian St between Osprey Ave and Pasture Ave. The public improvements completed by Pulte necessitated the execution of a Subdivision Improvement Agreement and posting securities that the City Council approved on December 15, 2020 (Exhibit B). It should be noted that the costs associated with the design and construction of the required public improvements are completely offset by the developer. There is no direct fiscal impact to the City.

ISSUES/ANALYSIS

The public improvements completed have been constructed in compliance with the City's standards/specifications, accessibility requirements, and to the satisfaction of the City Engineer. The public improvements that are being accepted by the City of Chino include streets, sewer, and domestic water.

The developer fully funded all public improvements that were part of the conditions of approval for the Project.

CITY COUNCIL MEETING DATE: MAY 7, 2024

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT MAP NO. 20172 - PULTE HOMES COMPANY, LLC, GENERALLY LOCATED SOUTH OF BICKMORE AVENUE, NORTH OF PINE AVENUE, WEST OF RINCON MEADOWS, AND EAST OF FUTURE MAYHEW AVENUE IN THE PRESERVE SPECIFIC PLAN AREA.

PAGE: 3

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

Domestic Water:	By the City
Sewer:	By the City
Public Street Sweeping:	By the City
Public Streetlights:	By the PMMC
In-Tract Landscaping:	By the PMMC

Attachments: Exhibit A - Tract Map No. 20172
Exhibit B - Fully Executed Subdivision Improvement Agreement & Bonds
Exhibit C - Public Improvements Index Map

EXHIBIT A
TRACT 20172
LOCATION MAP



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

Pulte Home Company, LLC
a Michigan limited liability company

Designees for the Service of Written Notice:

CITY: Chris Magdosku City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 cmagdosku@cityofchino.org	SUBDIVIDER: Pulte Home Company, LLC 27401 Los Altos, Ste. 400 Mission Viejo, CA 92691 (949) 330-8600 / 562-441-2050 matt.matson@pultegroup.com
CITY PROJECT INSPECTOR Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	SURETY Hartford Fire Insurance Company

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

[Pulte Home Company, LLC]

Agreement Date: December 15th, 2020

Subdivider Name: Pulte Home Company, LLC, a Michigan Limited Liability Company

Subdivision Description: PL19-0074 (Tentative Tract Map No. 20172) – A “B” level subdivision of 7.40 adjusted gross acres into 76 lots and 4 lettered lots at a density of 9.61 dwelling units per acre.

Tentative Map No.: 20172

Estimated Total Cost of Improvements: \$2,000,700.00

Estimated Total Cost of Monumentation: \$32,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: 59BSBIJ6818

Surety: Hartford Fire Insurance Company

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 15th day of December, 2020, 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, PULTE HOME COMPANY, LLC a Michigan limited liability company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20172**, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

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

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving (Final/Parcel) Map No. 20172 for the Property and permitting development of the Property to proceed.

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$2,000,700.00.

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 reasonably determined by the City Engineer, (or designee), to be 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 reasonably approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on (Final/Parcel) Map No. 20172 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. Subject to the prior written approval of Subdivider, 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 determined by the City Engineer to be necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify and request consent of 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 reasonable 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, save and except any accident, loss or damage caused by the gross negligence or intentional misconduct of the City or its officers, employees or authorized agents.

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 reasonably 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 shall determine in good faith 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 reasonably 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 reasonable satisfaction.

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

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

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

3. Labor.

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

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

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

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

4. Security.

4.1. Required Security.

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

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$2,000,700.00 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 \$1,000,400.00 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 \$200,100.00

equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

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

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

4.4. Letters of Credit.

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

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

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

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

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
 - (ii) the Works of Improvement have been accepted;
 - (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
 - (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.
- (b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.
- (c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

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

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

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

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

Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

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

8. Default.

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

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the

City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

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

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

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

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the

design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance upon the final acceptance of the City Council. 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.

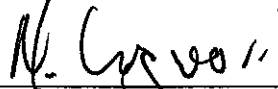
[SIGNATURES ON NEXT PAGE]

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:

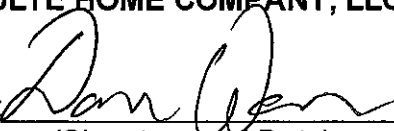
Fred Galante, City Attorney

APPROVED AS TO CONTENT:



Nicholas S. Liguori, AICP
Director of Development Services

PULTE HOME COMPANY, LLC:

By: 


(Signature and Date)

DARREN WARREN
Vice President Land
Acquisitions & Development

Name: _____
(Please type or print name)

Title: _____
(Please type or print title)

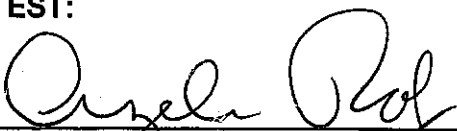
CITY OF CHINO



Matthew Ballantyne, City Manager

Dated: 12.17.20

ATTEST:

By: 

Angela Robles, City Clerk

Dated: 12.17.20

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
7D0F5E4E9D3F405
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

PULTE HOME COMPANY, LLC:

By: [Signature]
(Signature and Date)

DARREN WARREN
Vice President Land
Acquisitions & Development

Name: DARREN WARREN
(Please type name)
Vice President Land
Acquisitions & Development

Title: _____
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: _____

ATTEST:

By _____
Angela Robles, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)On October 19, 2020 before me, Cresida Diaz, Notary Public,

Date

Here Insert Name and Title of the Officer

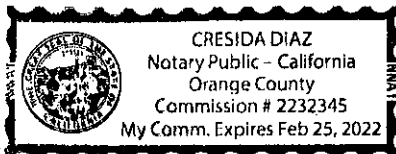
personally appeared Darren Warren

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 Cresida L.
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 DocumentTitle or Type of Document: Subdivision Improvement Agreement Document Date: October 19, 2020

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Darren Warren

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

☒ Other: Vice President, LandSigner Is Representing: Pulte / Centex Homes

Signer's Name: _____

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

☐ Other: _____

Signer Is Representing: _____

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"
LOCATION MAP



EXHIBIT "B"

TENTATIVE TRACT MAP 20172 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. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.
- E. 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.
- F. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- G. A street lighting system (City-owned) in accordance with City Standards.
- H. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- I. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- J. 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.
- K. Street signs at intersections per the City Standards.
- L. Installation of approved landscaping (plants and materials).
- M. Setting monuments as required by the State Code.

Subdivider shall also perform all Changes in the Work made pursuant to Section 1.6.



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	LS	Traffic Control (5% of construction cost)	5%	\$ 39,393.08
	LS	Clear & Grub Site (5% of construction cost)	5%	\$ 39,393.08
	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%	\$ 39,393.08
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
✓ 47720	SF	Preparation of Subgrade	\$ 1.00	\$ 47,720.00
✓ 2810	LF	PCC 6" Curb & Gutter	\$ 23.00	\$ 64,630.00
	LF	PCC Curb Only	\$ 20.00	\$ -
	LF	8" A.C. Berm	\$ 20.00	\$ -
✓ 700	SF	8" PCC Cross Gutter	\$ 11.00	\$ 7,700.00
✓ 7690	SF	4" PCC Sidewalk	\$ 5.80	\$ 44,602.00
✓ 17350	SF	6" PCC Thick Drive Approach	\$ 7.40	\$ 128,390.00
	SF	8" PCC Thick Drive Approach	\$ 9.00	\$ -
	LF	2" x 6" Redwood Header	\$ 5.00	\$ -
4	EA	Street Sign	\$ 475.00	\$ 1,900.00
	EA	Traffic Sign and Post	\$ 400.00	\$ -
2	EA	Reflector Sign and Post	\$ 175.00	\$ 350.00
2	EA	Painted Legend	\$ 6.50	\$ 13.00
	SF	Prime or Tack Coat	\$ 0.05	\$ -
	TON	AC Variable - <300T	\$ 90.00	\$ -
✓ 1590	TON	AC Variable - >300T	\$ 80.00	\$ 127,200.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

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By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	TON	CAB Variable - <300T	\$ 75.00	\$ -
✓ 1730	TON	CAB Variable - >300T	\$ 65.00	\$ 112,450.00
✓ 7	EA	Adjust Sewer Manhole to Grade	\$ 665.00	\$ 4,655.00
	LS	Mobilization	5%	\$ 39,393.08
	EA	Adjust Sewer Cleanout to Grade	\$ 350.00	\$ -
✓ 12	EA	Adjust Water Valve to Grade	\$ 265.00	\$ 3,180.00
12	EA	Street Light (City Owner)	\$ 6,700.00	\$ 80,400.00
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
✓ 64	LF	Sawcut A.C.	\$ 3.00	\$ 192.00
0	LF	Sawcut Concrete	\$ 3.00	\$ -
✓ 320	SF	Cold Plane A.C (5 foot wide)	\$ 0.28	\$ 89.60
	LF	Signing & Striping for		
		Arterial	\$ 19.00	\$ -
		Collector	\$ 13.00	\$ -
1500		Local	\$ 7.00	\$ 10,500.00
	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	\$ -
		Service	\$ 3,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

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By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
8189	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 10.00	\$ 81,890.00
	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	\$ -
✓ 18	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 72,000.00
	EA	Traffic Signal Loops	\$ 400.00	\$ -
		STREET SUBTOTAL		\$ 945,433.92

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$ 94,543.39
	<i>Construction Staking</i>	3%	\$ 28,363.02
	<i>Soils Testing</i>	1%	\$ 9,454.34
	<i>Material Testing</i>	1%	\$ 9,454.34
	<i>Construction Inspection</i>	2%	\$ 18,908.68
	<i>Contract Administration</i>	1%	\$ 9,454.34

GRAND TOTAL STREETS ONLY	\$ 1,115,612.03
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CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 20,787.50
	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	\$ -
✓ 1490	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 75.00	\$ 111,750.00
	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	\$ -
✓ 8	EA	8" Gate Valve	\$ 2,000.00	\$ 16,000.00
	EA	10" Gate Valve	\$ 2,400.00	\$ -
	EA	12" Gate Valve	\$ 2,800.00	\$ -
	EA	16" Gate Valve	\$ 3,500.00	\$ -
✓ 4	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 30,000.00
	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	\$ -
✓ 1	EA	2" Air Relief Assembly	\$ 4,500.00	\$ 4,500.00
✓ 71	EA	1" Water Service/Meter	\$ 3,500.00	\$ 248,500.00
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -
✓ 10	EA	Thrustblocks	\$ 500.00	\$ 5,000.00
✓ 2	EA	Remove Temp Blow-Off	\$ -	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

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 LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
 By: PROACTIVE ENGINEERING CONSULTANTS, INC.
 DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
		WATER SUBTOTAL		\$ 436,537.50

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$	43,653.75
	<i>Construction Staking</i>	3%	\$	13,096.13
	<i>Soils Testing</i>	1%	\$	4,365.38
	<i>Material Testing</i>	1%	\$	4,365.38
	<i>Construction Inspection</i>	2%	\$	8,730.75
	<i>Contract Administration</i>	1%	\$	4,365.38

GRAND TOTAL WATER ONLY			\$	515,114.25
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CITY OF CHINO

ENGINEERING COST ESTIMATE

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LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

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: TR 20172
 LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
 By: PROACTIVE ENGINEERING CONSULTANTS, INC.
 DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		\$ -

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$ -
	<i>Construction Staking</i>	3%	\$ -
	<i>Soils Testing</i>	1%	\$ -
	<i>Material Testing</i>	1%	\$ -
	<i>Construction Inspection</i>	2%	\$ -
	<i>Contract Administration</i>	1%	\$ -

GRAND TOTAL RECYCLED WATER ONLY	\$ -
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CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION: Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LS	Traffic Control (5% of Construction cost)	5%	
	LF	Trench Support/Shoring	\$ 15.00	\$ -
✓ 1458	LF	8" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 92.00	\$ 134,136.00
	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	\$ -
69	EA	Wyes 4" x 8" Typical	\$ 225.00	\$ 15,525.00
✓ 7	EA	48" Sewer Manhole	\$ 5,000.00	\$ 35,000.00
	EA	60" Sewer Manhole	\$ 6,400.00	\$ -
✓ 4	EA	Sewer Cleanout	\$ 1,800.00	\$ 7,200.00
✓ 221	LF	6" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 85.00	\$ 18,785.00
✓ 2058	LF	4" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 50.00	\$ 102,900.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
		SEWER SUBTOTAL		\$ 313,546.00

PROJECT ADDITIVES	<i>Project Contingencies</i>	10%	\$	31,354.60
	<i>Construction Staking</i>	3%	\$	9,406.38
	<i>Soils Testing</i>	1%	\$	3,135.46
	<i>Material Testing</i>	1%	\$	3,135.46
	<i>Construction Inspection</i>	2%	\$	6,270.92
	<i>Contract Administration</i>	1%	\$	3,135.46

GRAND TOTAL SEWER ONLY			\$	369,984.28
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CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LS	Traffic Control (5% of Construction Cost)	5%	
	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	\$ 5,000.00	\$ -
	EA	Junction Structure #2 (24" or larger)	\$ 4,400.00	\$ -
	EA	Junction Structure #4 (24" or smaller)	\$ 2,500.00	\$ -
	EA	Outlet Structure	\$ 5,000.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 5,500.00	\$ -
	EA	Catch Basin 7' Width/L.D.	\$ 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	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 130.00	\$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 150.00	\$ -
	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: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

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	\$ -
		4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 680.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
By: PROACTIVE ENGINEERING CONSULTANTS, INC.
DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ -

PROJECT ADDITIVES	Project Contingencies	10%	\$ -
	Construction Staking	3%	\$ -
	Soils Testing	1%	\$ -
	Material Testing	1%	\$ -
	Construction Inspection	2%	\$ -
	Contract Administration	1%	\$ -

GRAND TOTAL STORM DRAIN ONLY	\$ -
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CITY OF CHINO

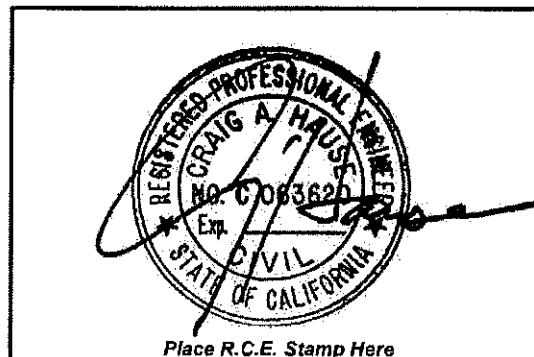
ENGINEERING COST ESTIMATE

PROJECT NO: TR 20172
 LOCATION : Botany and Meridian St - S of Bickmore Ave, N of Pine Ave
 By: PROACTIVE ENGINEERING CONSULTANTS, INC.
 DATE: 7/15/2020 (Final Submittal)

Quantity	Unit	Item	Unit Price	Total Cost Per Item
ENGINEER'S ESTIMATE GRAND TOTAL				\$ 2,000,710.56

BY ENGINEER

Prepared By: CRAIG HAUSE
 R.C.E. Number: C63620
 Expiration: 9/30/2020



BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 2,000,700.00
Labor & material Bond (50% of Construction Cost)	\$ 1,000,400.00
Warranty Bond (10% of Construction Cost)	\$ 200,100.00

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

E-Mail Sent: _____
To: M. Staar

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL TRACT MAP NO's. 20169, 20170, 20171, 20172, 20270

DATE: 7/31/19 PC MEETING DATE: 8/5/19
PROJECT DESCRIPTION: MD Residential Development on 44.13 Gross Acres
PROJECT LOCATION: N/o Pine, S/o Bickmore, W/o Rincon Meadows, and E/o Mayhew
APPLICANT: Lewis Management Corp. PROJECT ENGINEER: M. Khudadatov

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.

THIS PROJECT SHALL ALSO COMPLY WITH THE APPLICABLE DEVELOPMENT ENGINEERING CONDITIONS OF APPROVAL FOR TM 20161 (ATTACHED), SUBJECT TO PLANNING COMMISSION REVIEW & APPROVAL ON AUGUST 5, 2019.

1.0 PRIOR TO MAP RECORDATION:

1.1 Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>Botany St^{1,5}</u>	<u>30', 30'</u>	<u>N, S</u>
<u>Meridian St^{2,5,6}</u>	<u>30', 30'</u>	<u>N, S</u>
<u>A St^{3,4}</u>	<u>30', 30'</u>	<u>W, E</u>
<u>Crane Ave^{3,5}</u>	<u>30', 30'</u>	<u>W, E</u>
<u>Tradewinds Ave^{3,5}</u>	<u>30', 30'</u>	<u>W, E</u>

1. From existing Botany St terminus point to Tradewinds Ave.
2. From Meadowhouse Ave to Tradewinds Ave.
3. From Meridian St to Botany St.
4. Dedication is linked to TM 20170.
5. Dedication is linked to TM 20172.

1.2 Provide necessary utility easements with back-up information, to the satisfaction of the City Engineer.

1.3 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.

- 1.4 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.3. All security must be accessible to the City at any time and in a form acceptable to the Director of Development Services, pursuant to Government Code, Section 66499.
- 1.5 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.6 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.
- 1.7 Comply with all applicable requirements of the City Code.
- 1.8 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.
- 1.9 Comply with all requirements of The Preserve Specific Plan, including but not limited to those indicated in these conditions.

2.0 PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS FOR THE SUBDIVISION:

- 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 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.
- 2.3 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							
	Meridian St ^{2,4}		Botany St ^{1,4,5}		"A" St ³		Crane Ave ³	
	N	S	N	S	W	E	W	E
Curb & Gutter (Offset from Centerline)	18'	18'	18'	18'	18'	18'	18'	18'
Sidewalk (Width)	5'	5'	5'	5'	5'	5'	5'	5'
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Full Width		Full Width		Full Width	
Asphalt Concrete Overlay								
Street Lights	X		X		X		X	
Median Island and Landscaping								
Parkway Landscaping	X		X		X		X	
Striping and Traffic Controls	X		X		X		X	
Traffic Signal Interconnect								
Conduit System for CATV								
Sewer	X		X		X		X	

TRACT MAP NO's. 20169,
20170, 20171, 20172, 20270

3

7/31/19

Storm Drain	X	X	X	X
Domestic Water	X	X	X	X
Recycled Water	X	X	X	X
Fire Hydrants as required by CVIFD	X	X	X	X
Other				
	<div> <div>Street Names</div> <div> <div>Tradewinds Ave^{3,4}</div> <div>24' Alley⁶</div> <div>26' Alley⁶</div> </div> </div>			
	W	E		
Curb & Gutter (Offset from Centerline)	18'	18'	12'(Both Sides)	13'(Both Sides)
Sidewalk (Width)	5'	5'	n/a	n/a
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width	Full Width	Full Width	
Asphalt Concrete Overlay				
Street Lights	X			
Median Island and Landscaping				
Parkway Landscaping	X			
Striping and Traffic Controls	X	X	X	
Traffic Signal Interconnect				
Conduit System for CATV				
Sewer	X	X ⁷	X ⁷	
Storm Drain	X	X ⁸	X ⁸	
Domestic Water	X	X ¹⁰	X ⁹	
Recycled Water	X			
Fire Hydrants as required by CVIFD	X		X	
Other				

1. From existing Botany St terminus point to Tradewinds Ave.

2. From Meadowhouse Ave to Tradewinds Ave.

3. From Meridian St to Botany St.

4. Construct knuckle conforming to City standards.

5. Join existing Botany St. terminus point.

6. No parking permitted.

7. The sewer mains & laterals located in the private alleys are private, but are to be built to City standards. The sewer mains located within the private drives are the responsibility of the HOA. The sewer laterals located within the private drives are the responsibility of the HOA and/or homeowner as outlined in the CC&R's.

8. The storm drain system located in the private alley is private, but is to be built to City standards. The storm drain laterals that are located within the private drives are the responsibility of the HOA as outlined in the CC&R's.

9. The water mains, laterals and meters located in the private alleys shall be public, and a PUE shall be established.

10. No water mains shall be permitted in 24' wide alleys.

2.4 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.

2.5 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.

- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.
- 2.11 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.
- 2.12 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.
- 2.13 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals until such time the improvements are accepted by the City.
- 2.14 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).

3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

- 3.1 Record Tract Map No's. 20169, 20170, 20171, 20172, 20270 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.
- 3.2 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

- 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.
- 3.4 Developers constructing Public Improvements included in the Development Impact Fees Nexus and Calculation Report and correlating Master Facilities Plan are subject to the provisions set forth in the Bidding and Contract Requirements for Public Improvements Policy (Resolution 2019-043). The Policy was adopted in conjunction with the comprehensive update to the Chino Municipal Code Chapters 3.40 and 3.45 entitled Development Impact Fees of which, Sections 3.40.130(B) and 3.45.130(B) of these Chapters establish the requirements set forth in the Policy and also the requirements for reimbursement/credits against Development Impact Fees. Please visit the City's website to obtain copies the updated Ordinances 2019-007 and 2019-009 and Policy.

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 & 3.0 above (per Resolution No. 88-23).
- 4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.
- 4.3 Distribute for signature of all buyers the information and disclosure notice announcing that the development will be annexed to the PMMC before transfer of property title and completion and acceptance of all public improvements.
- 4.4 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.
- 4.5 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.
- 4.6 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.

Attachment

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20169, 20170, 20171, 20172, 20270

PROJECT ENGINEER: M. Khudadatov

DATE: 7/15/19

- ☒ 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 TTM
- ☒ 2 Sets of Maps (Subdivision Only)
- ☒ 2 Copies of preliminary Title Report (no older than sixty days) with support documents (Subdivision Only)
- ☒ 2 Copies of Closure Calculations (Subdivision Only)
- ☒ 1 Set of Referenced Maps (Subdivision Only)
- ☒ 2 Copies of Preliminary Soils Report (no older than sixty days)
- ☐ 2 Copies of lot line adjustment certificate
- ☐ 2 Copies of lot merger
- ☐ 2 Copies of right-of-way dedication
- ☒ 4 Sets of Rough Grading Plans
- ☐ 5 Sets of Precise Grading Plans
- ☒ 4 Sets of Storm Drain Plans
 - Backbone/In-tract 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
 - Backbone/In-tract Street Imp. 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
 - Backbone/In-tract Sewer Imp. Plans
- ☒ 3 Sets of Domestic Water Plans
 - Backbone/In-tract Water Imp. Plans
- ☒ 2 Sets of Recycled Water Plans
 - Backbone/In-tract Recycled Water Imp. Plans
- ☒ 2 Sets of Street Light Plans
 - Backbone/In-tract Street Light Plans
- ☒ 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)

- ☒ 2 Sets of Signing and Striping Plans
 - Backbone/In-tract S & S Plans
- ☐ 1 Sets of Traffic Signal Interconnect Plans
 - Pine Ave IC Plan
- ☐ 2 Sets of Traffic Signal Plans
- ☐ 1 Water Quality Management Plan
- ☒ 1 Submit Accessible Route Plan approved by City Accessibility Coordinator

EXHIBIT "C"

TRACT NO. 20172

PULTE HOME COMPANY, LLC

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: 10/19/20

PULTE HOME COMPANY, LLC

By: 

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

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 Orange)On October 19, 2020 before me, Cresida Diaz, Notary Public,

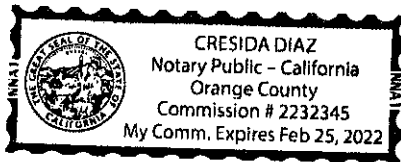
Date

*Here Insert Name and Title of the Officer*personally appeared Darren Warren*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 DocumentTitle or Type of Document: Exhibit "C" Document Date: October 19, 2020

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Darren Warren☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☒ Other: Vice President, LandSigner Is Representing: Pulte / Centex Homes

Signer's Name: _____

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

Signer Is Representing: _____

Bond No.: 59BSBIJ6818
Contract No.: 2021-198
Approved: 12/15/20 #10

FAITHFUL PERFORMANCE BOND

Tract Map No. 20172

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Pulte Home Company, LLC, a Michigan limited liability company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated December 15, 2020, and identified as Project No. TM 20172, 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 Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Two Million Seven Hundred Dollars (\$2,000,700.00) 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 16th, 2020.

Pulte Home Company, LLC,
a Michigan limited liability company
PRINCIPAL

By: *See attached*
D. Bryce Langen, VP & Treasurer

Hartford Fire Insurance Company
SURETY

By: *[Signature]*
Jeremy Polk, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

executed this 16th day of October, 2020.

Pulte Home Company, LLC
a Michigan limited liability company

PRINCIPAL



BY: D. Bryce Langen, VP & Treasurer

Notary Attached

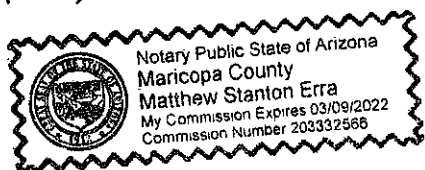
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 10/16/2020 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

ACKNOWLEDGEMENT BY PRINCIPAL

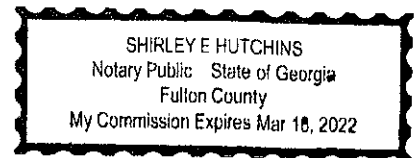
STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on October 16, 2020, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-767-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC

Agency Code: 59-300168

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 16th, 2020
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Bond No.: 59BSBJ6818
Contract No.: 2021-198
Approved: 12/15/20 # 10

LABOR AND MATERIAL BOND

Tract Map No. 20172

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Pulte Home Company, LLC, a Michigan limited liability company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated December 15, 2020, and identified as Project No. TM 20172, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Million Four Hundred Dollars (\$1,000,400.00) 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 16th, 2020

Pulte Home Company, LLC,
a Michigan limited liability company
PRINCIPAL

By: See attached
D. Bryce Langen, VP & Treasurer

Hartford Fire Insurance Company
SURETY

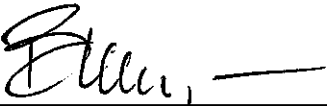
By: [Signature]
Jeremy Polk, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

executed this 16th day of October, 2020.

Pulte Home Company, LLC
a Michigan limited liability company

PRINCIPAL


BY: D. Bryce Langen, VP & Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

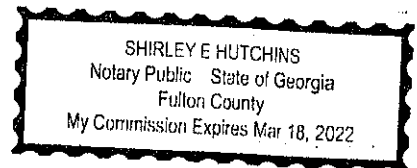
COUNTY OF FULTON)

This record was acknowledged before me on October 16, 2020, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 10/16/2020 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
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Agency Name: USI INSURANCE SVCS NATIONAL INC
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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 16th, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Bond No.: 59BSBIJ6818M
Contract No.: 2021-198
Approved: 12/15/20 # 10

WARRANTY BOND

Tract Map No. 20172

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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 Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Two Hundred Thousand One Hundred Dollars (\$200,100.00) 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.

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Pulte Home Company, LLC,
a Michigan limited liability company

PRINCIPAL

By:

See attached

D. Bryce Langen, VP & Treasurer

Hartford Fire Insurance Company

SURETY

By:

[Signature]

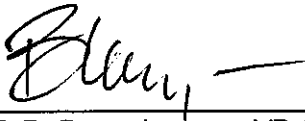
Jeremy Polk, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

executed this 16th day of October, 2020.

Pulte Home Company, LLC
a Michigan limited liability company

PRINCIPAL


BY: D. Bryce Langen, VP & Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

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WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

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(Seal)



Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

POWER OF ATTORNEY

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Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

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CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 16th, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

ASSISTANT SECRETARY'S CERTIFICATE

August 6, 2018

The undersigned, being the duly elected and qualified Assistant Secretary of Pulte Home Company, LLC, a Michigan limited liability company (the "Company") formerly known as Pulte Home Corporation until December 31, 2016, does hereby certify that she has access to the records of the Company, and that as of the date hereof:

1. Exhibit A to this Certificate is a true, accurate, and current copy of the Pulte Home Company, LLC, Signing Power Resolutions, as adopted by the Board of Managers of the Company on January 1, 2017; and,
2. Exhibit B to this Certificate is a true, accurate, and current copy of the Delegation of Authority, as executed in accordance with Exhibit A, by Derek C. Wiles on behalf of Kristine Bogle; and,
3. The following is a list of certain persons who are authorized employees of the Company in the Southern California Division of the West Area, currently holding the positions in the Company set forth next to each person's name, and to whom signature authority is granted as defined in Exhibit A:

<u>Name</u>	<u>Title</u>
John Chadwick	West Area President
Derek C. Wiles	West Area Vice President of Finance
Christopher Edgar	Division President
Peter Hilton	Division Vice President of Finance
Darren Warren	Division Vice President of Land Acquisition and Development
Norman Brown	Division Vice President of Sales
John Drew	Division Vice President of Construction Operations
Robert Paradise	Division Director of Land Planning and Entitlement
Sohail Bokhari	Division Director of Land Planning and Entitlement
John Bebek III	Division Director of Land Acquisition
Christopher Brown	Division General Sales Manager
Francine Wallace	Division General Sales Manager
Luanne Whittaker	Division Director of Procurement
Pamela Berg	Division Closing Coordinator
Nicole Fetzer	Division Closing Coordinator
Kristine Bogle	Division Manager of Settlement Operations acting as Authorized Representative for Closing/Homebuyer Coordinator

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.


KellyMarie M. Conlon
Assistant Secretary

EXHIBIT A

PULTE HOME COMPANY, LLC

SIGNING POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

“signing power” means the power and authority to execute and deliver an agreement, instrument or other document.

“General Signing Power” means signing power relating to the ordinary course of business of PULTE HOME COMPANY, LLC (the “Company”) generally, without restriction to a particular Division or project, both in the Company’s own capacity and in any instances where it is the managing partner or managing member of a joint venture (the “Partnership”).

“Division Specific Signing Power” means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company’s own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company’s own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: “Other title(s) or person(s) designated in writing by . . .”.

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power , as indicated in the charts below:

EXHIBIT A

Development of Real Property

- I. General Development. Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition

House Construction Agreements. Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Construction Operations
Executive Vice President	Area Purchasing Director
Senior Vice President	Division President
Vice President	Division VP/Director Finance
	Division VP/Director of Construction Operations
	Division Purchasing Director/Manager

EXHIBIT A

Storm Water Management

- II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition
	Division Storm Water Compliance Representative

Sale and Closing of Residential Homes or Lots

- III. Contracts for the sale of residential homes or lots to consumers (not to another business).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President, Branch Manager and Assistant Secretary

EXHIBIT A

	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

- IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President and Branch Manager
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

EXHIBIT A

Closing of the Purchase and Sale of Real Property

- V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President and General Counsel	Division VP/Director of Finance
Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors	Division VP of Land Development/Acquisition

Real Property Financing and Land Banking Transactions

- VI. Documents related to any of the following real property financings and land banking transactions:
- Traditional Financing.** Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.
 - Special Taxing District Financing.** Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

“Special Taxing District Financing” means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax incremental district or other similar special purpose unit of local government.
 - Guarantees and Environmental Indemnities.** Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remarking guarantees and environmental indemnities in connection with development financing.

EXHIBIT A

- d. Land Banking Transactions. Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chief Financial Officer of the publicly traded ultimate parent	
Treasurer of the publicly traded ultimate parent	

Licenses

- VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director of Finance
Vice President	Division VP/Director Sales
	Division VP of Construction Operations
	Area VP/Division VP/Director Land Acquisition/Development

EXHIBIT A

CC&Rs

- VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director Land Acquisition/Development

RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of January 1, 2017.

* * * * *

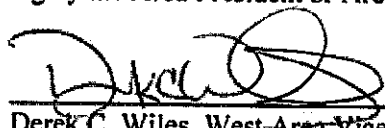
EXHIBIT B

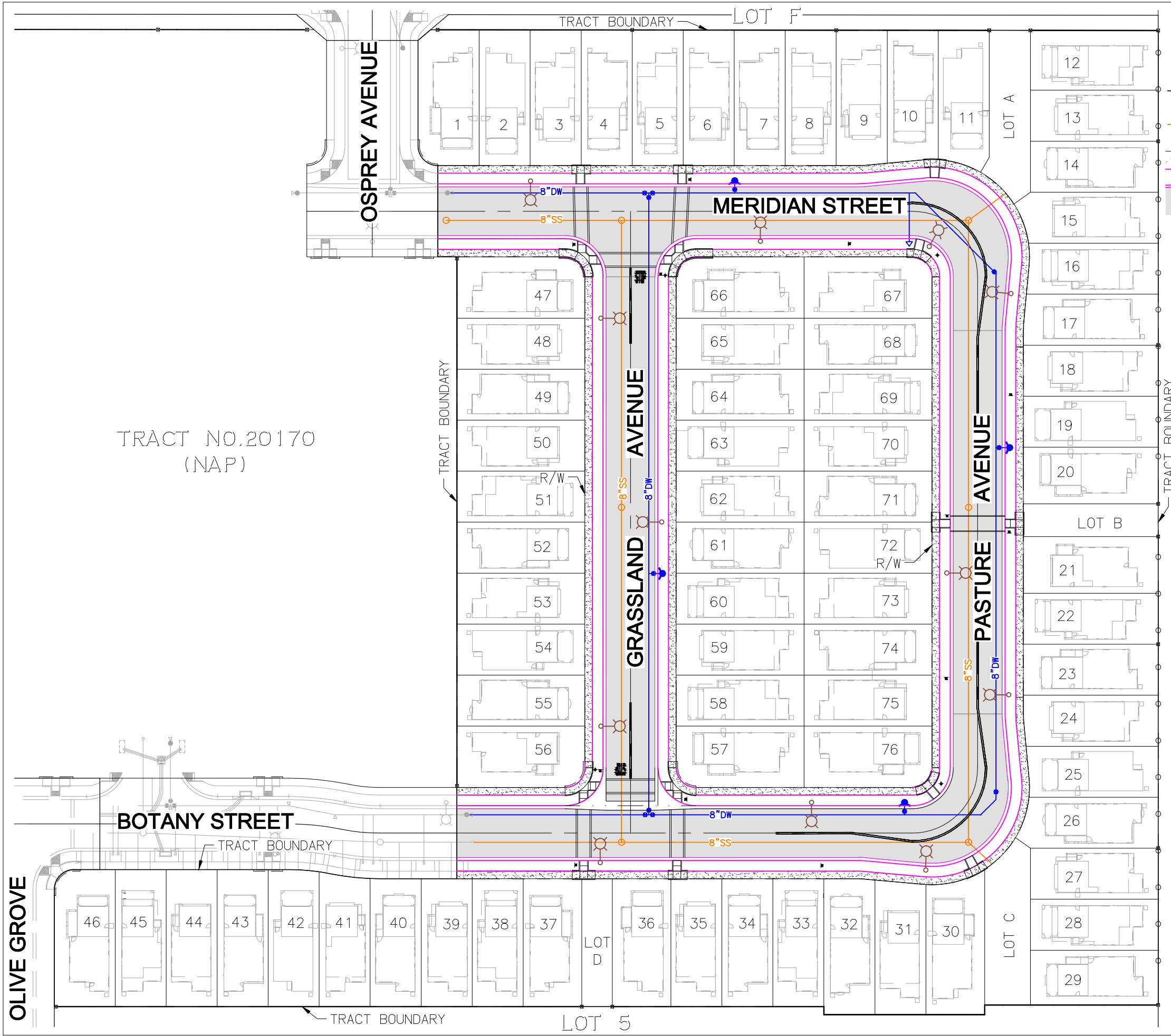
DELEGATION OF AUTHORITY BY AREA VICE PRESIDENT OF PULTE HOME COMPANY, LLC

Section C III & IV of the resolution adopted by Pulte Home Company, LLC. (the "Company") as of January 1, 2017, and attached hereto as Exhibit A (the "Authorizing Resolutions"), provides that the Area President or the Area Vice President of the Company may designate in writing a person to execute contracts for the sale of residential homes or lots to consumers and deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers, including any mortgage related documents, such as buydown agreements or other relevant documents.

I, Derek C. Wiles, in my capacity as the West Area Vice President of Finance of the Company, hereby designate Kristine Bogle, Manager of Settlement Operations of the Southern California Division, to act in the capacity of a Closing/Homebuyer Coordinator so as to execute any contracts for the sale of residential homes or lots to consumers and any deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers, including any mortgage related documents, such as buydown agreements or other relevant documents on behalf of the Southern California Division of the Company. This designation shall be effective as of October 13, 2017, and shall terminate the earlier of (1) when said employee is no longer employed by the Southern California Division, or (2) when such designation is revoked in writing by the Area President or Area Vice President of the Company.

Date: October 13, 2017


Derek C. Wiles, West Area Vice President of Finance

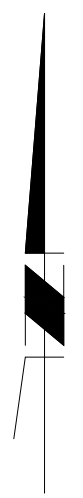


LEGEND

- INSTALLED PUBLIC DOMESTIC WATER (maintained by CITY)
- INSTALLED PUBLIC SEWER (maintained by CITY)
- WALK — INSTALLED PUBLIC STREETS (maintained by CITY)
- LANDSCAPE — IN-TRACT LANDSCAPE (maintained by PMMC)
- ASPHALT
- — INSTALLED STREET LIGHTS (maintained by PMMC)
- PMMC — PRESERVE MASTER MAINTENANCE CORPORATION

EXHIBIT 'A' MONARCH TR 20172 CHINO

PREPARED BY:
PROACTIVE
 ENGINEERING CONSULTANTS
 27042 Towne Centre Drive, Suite 110
 Foothill Ranch, CA 92610 (949) 716-7460



**MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

**FROM: GERIANN KINGSLAN, DIRECTOR OF HUMAN RESOURCES/RISK
MANAGEMENT**

SUBJECT

Amendments to Memorandum of Understanding and Summary of Benefits.

RECOMMENDATION

Approve Resolution No. 2024-022 which contains amendments to the Memorandum of Understanding for the American Federation of State, Country and Municipal Employees (AFSCME) and the Summary of Benefits for Unrepresented Sworn Management.

FISCAL IMPACT

The cost incurred were factored into the 2023-2025 Budget. No additional appropriations are required.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Fiscal Responsibility

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

BACKGROUND

In the course of reviewing provisions in the Memorandum of Understanding between the City and AFSCME and the Summary of Benefits for Unrepresented Sworn Management employees (which applies to the Chief of Police, Deputy Chief of Police, and Captain classifications), it became evident that certain amendments are required in order to accurately reflect existing practices, obtain formal approval for new/existing programs and codify, by Resolution, prior approvals granted by the City Council which address terms and conditions of employment. The recommendations reflect the important role AFSCME's members carry out in supporting operations and response to emergencies occurring in the City after hours and on weekends. The recommendations for Unrepresented Sworn Employees are most accurately described as modifications to the existing Summary of Benefits so that it is in compliance with the City Council's prior direction and the prevailing employment law. The impact on the 2023-2025 Budget is not considered a factor as the costs were incorporated during its preparation as these changes reflect ongoing expenditures that were anticipated at the time estimates were prepared.

ISSUES/ANALYSIS

The City maintains Stand-by/Call Back Duty Programs. Specifically, these provide for the rotation of well-trained and highly skilled employees to remain available to work after hours and on weekends for the purpose of responding to emergencies that arise and require immediate response or to handle designated duties that require daily checks, for example, taking samples of water reserves to ensure their purity. Employees who are qualified to serve as Duty Personnel follow a strict set of rules with regard to response times, safety practices, and achieving customer satisfaction, among others. In the course of meeting to discuss matters of mutual interest and importance with AFSCME representatives, it came to the City's attention that, while the City Council has discussed the parameters of the Stand-by/Call Back Duty Program, identifying the specifics was not documented. Therefore, a request is made to establish the following as authorized Duty Programs:

AFSCME

Building/Facilities Maintenance Duty Program

Water Equipment Maintenance Duty Program

Water Treatment Duty Program

Fleet Maintenance Duty Program

General Maintenance Duty Program (Streets, Grounds, etc.)

In comparing the Chief of Police's Employment Agreement with the Summary of Benefits adopted by the City Council for that position, the following were found to be inconsistent and require correction:

Chief of Police

Adjust the Retirement Health Savings Plan contribution to make it equal to the contribution provided to the Deputy Chief of Police and Captain classifications.

Revise the Management Leave language to mirror the language provided to Executive Management Team members in their Summary of Benefits.

In 2015, the City of Chino underwent an audit by CalPERS. It is not uncommon for member agencies in CalPERS to be audited periodically. One of the findings of this audit was that the City should not be reporting holiday hours as compensation for the Chief of Police. Since that time, there have been numerous far-reaching discussions regarding this determination such that it was unilaterally applied to the Deputy Chief of Police and Captain as well as the Chief. However, after extensive research, written communications with CalPERS representatives, and written legal opinions, the conclusion was reached that a) holiday hours remain not reportable as compensation for the position of Chief of Police; but b) holiday hours are reportable as compensation for the positions of Deputy Chief of Police and Captain (as well as other sworn personnel). The Chief of Police is the only position categorically prohibited from receiving this benefit. All other personnel work a regular schedule that includes working on City-designated holidays, therefore, their holiday hours worked are reportable as "PERSable income." It is necessary to correct this section of the Summary of Benefits for Unrepresented Sworn Management by replacing it with the language below the heading "Deputy Chief of Police and Captain."

Deputy Chief of Police and Captain

Holiday Pay will be reported in accordance with the applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System. Holiday Pay falls within the definition of special compensation/reportable compensation per CalPERS and is applicable to the positions of Deputy Chief of Police and Captain, who are scheduled to work on all City-designated holidays that fall on their regular workdays.

In conclusion, the City Council is requested to adopt Resolution 2024-022, which will enact each of these amendments.

Attachment: Resolution 2024-022

RESOLUTION NO. 2024-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CERTAIN PORTIONS OF RESOLUTION NO. 2023-060, 85-52, 85-53, 85-54 AND SUBSEQUENT RESOLUTIONS PERTAINING TO COMPENSATION AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AND UNREPRESENTED SWORN MANAGEMENT EMPLOYEES

WHEREAS, the City Council of the City of Chino ADOPTED Resolution Nos. 2023-060, 85-52, 85-53, 85-54, and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City employees, and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Memorandums of Understanding, Summaries of Benefits and Agreements, and

WHEREAS, one or more of the following agreed-upon changes to wages, hours, and terms and conditions of employment may regard subject matter previously set forth in City Resolutions, Memorandums of Understanding, Summaries of Benefits, Agreements, and/or have become prevailing practices which have developed over time, and

WHEREAS, to the extent that any of the following changes address subject matters already codified in City Resolution, Memorandums of Understanding, Summaries of Benefits, Agreements, or defined by prevailing practices, it is the intent of the City that said codified wages, hours and terms and conditions of employment and those matters defined by prevailing practices, continue in full force and effect subject to modifications described herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Chino does hereby amend the Memorandum of Understanding with AFSCME and Summary of Benefits with Unrepresented Sworn Management that were previously adopted and which are updated to reflect changes as approved effective where applicable to the date of original implementation of a program; promotion to a position; reportable to CalPERS with all provisions applying only to those individual who are employment by the City of Chino on the day following the adoption of this Resolution.

Section 1. PROVISIONS APPLICABLE TO CLASSIFICATIONS REPRESENTED BY AFSCME.

- A. Stand-by/Call Back Duty Programs – the following will be authorized as established in compliance with the provisions contained in the Memorandum of Understanding regarding the rules and compensation established for Stand-by/Call Back Duty and

the Stand-by/Call Back Duty Procedure Manual except as individual policies and procedures may be specific to the work performed:

- Building/Facilities Maintenance Duty Program
- Water Equipment Maintenance Duty Program
- Water Treatment Duty Program
- Fleet Maintenance Duty Program
- General Maintenance Duty Program (Streets, Grounds, etc.)

All Stand-by/Call Back Duty Procedure Manuals will be approved by the Director of Public Works and the Director of Human Resources/Risk Management prior to implementation and distribution to affected employees.

Section 2. PROVISIONS APPLICABLE TO THE CHIEF OF POLICE.

- A. The Chief of Police will receive a contribution to a Retirement Health Savings Plan equal to the contribution provided to the Deputy Chief of Police and Captain classifications.
- B. The Chief of Police will receive the same Management Leave benefit as the Executive Management Team.

Section 3. PROVISIONS APPLICABLE TO THE DEPUTY CHIEF OF POLICE AND CAPTAIN CLASSIFICATIONS.

- A. The Summary of Benefits applicable to Unrepresented Sworn Management, which includes the Deputy Chief of Police and the Captain classifications will have the language struck in the fourth paragraph under the heading of "HOLIDAY PAY," which begins with the words "Special compensation..." and it will be replaced with the following language: "Holiday Pay will be reported in accordance with the applicable sections of the California Government Code, California Code of Regulations and the City's contract with the California Public Employee's Retirement System. Holiday Pay falls within the definition of special compensation/reportable compensation per CalPERS and applies to the positions of Deputy Chief of Police and Captain who are scheduled to work on all City-designated holidays that fall on their regular workdays."
- B. The City of Chino holds no fiduciary duty to the affected employee for any changes to the law that affect the special compensation promised by CalPERS for compensation tied to any aspect of Holiday Pay as reportable compensation other than that the City will serve as the reporting party.

Section 4. PROVISIONS APPLICABLE TO AFFECTED EMPLOYEES.

- A. Except as so modified, all other terms and conditions of employment shall remain unmodified and in full force and effect.
- B. SAVINGS CLAUSE - Should any portion of this Resolution be held invalid by law and/or a court of competent jurisdiction or entity with legal standing, then only that clause will be stricken, and the remainder of the Resolution will be in full force and effect. The City and the affected employee association will immediately commence to negotiate to replace any invalid or illegal provision. However, no such replacement is mandated.

APPROVED AND ADOPTED THIS 7th day of May 2024.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK
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 Resolution was duly adopted by the City Council at a regular meeting held on the 7th day of May 2024, 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: MAY 7, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Traffic Signal Installation at Eucalyptus & Fern Project (TR240).

RECOMMENDATION

Award a construction contract to Elecnor Belco Electric, Inc., Chino, CA, for Project TR240 - Traffic Signal Modification at Eucalyptus/Fern in the amount of \$1,146,360 and authorize \$114,636 for construction project contingencies, for a total contract not to exceed \$1,260,996; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The following appropriations and budget adjustments are required: appropriate \$175,000 from the unappropriated Measure I Fund (322) reserves; appropriate \$547,029.01 to the Transportation Fund (320) with a corresponding year-end transfer in the same amount from the Citywide Circulation (Bridges/Signals/Thoroughfare) System Development Impact Fee Fund (220); update Fiscal Year 2023-24 Capital Improvement Program Budget title for Project TR240 -Traffic Signal Installation (from Modification) at Eucalyptus/Fern; include the Citywide Circulation (Bridges/Signals/Thoroughfare) System Development Impact Fee Fund (220) removing The Preserve Circulation (Bridges/Signals/Thoroughfare Preserve) System Development Impact Fee Fund (260); and increase the total project budget for Project TR240 - Traffic Signal Installation at Eucalyptus/Fern to \$1,272,029.01.

The appropriations and budget allocations are summarized below:

<u>Fund</u>	<u>Adopted Budget</u>	<u>Additional Appropriation</u>	<u>Revised Budget</u>
Measure I Fund (322)	\$0	\$175,000	\$175,000
Citywide Circulation DIF (220)	\$550,000	\$547,029.01	\$1,085,996
		<i>Total Revised Budget</i>	<i>\$1,272,029.01</i>

Upon the final acceptance of the project, the City will update the costs included in the Development Impact Fee Nexus and Calculation Report.

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: 3201000-50000

Expenditure: 3207100 – 40010|48005|48009 – TR240
3227190 – 40010 |48005|48009 – TR240

Transfer In: 2201000-40001

Transfer Out: Click or tap here to enter text.

BACKGROUND

As a Condition of Approval (“COA”) of the University Park Community development, Lennar Homes, the developer, was responsible for the installation of a traffic signal at the intersection of Fern and Eucalyptus Avenues. The new traffic signal was deemed necessary through the project’s traffic impact analysis (“TIA”) which indicated that at buildout, a significant amount of traffic on Eucalyptus Avenue would back up from Euclid Avenue past Fern Avenue. Over time, traffic volumes did not reach levels where a traffic signal triggered warrants leading staff to consider alternative traffic controls that could provide safe pedestrian crossings without the expense of a full traffic signal. Staff presented these alternatives at various Infrastructure Committee meetings, most recently on May 2, 2023. However, after consideration, the Infrastructure Committee recommended continuing with the original traffic signal plan as the best option. City staff collaborated with the developer on multiple design revisions including various accessibility improvements and different traffic control design element iterations. These changes delayed the traffic signal construction and ultimately, the City agreed to a settlement agreement amendment with Lennar Homes, approved by the City Council on January 16, 2024. As part of the amendment agreement, the developer agreed to pay the City \$553,500 in exchange for the City taking the lead on the construction of the traffic signal. The payment was deposited into the Citywide Circulation (Bridges/Signals/Thoroughfare) System DIF fund.

Originally the proposed traffic signal was programmed for funding from the Preserve Circulation (Bridges/Signals/Thoroughfare Preserve) System Development Impact Fee Fund (260). This project does not fall within the Preserve limits for Fund 260 and is now being corrected to utilize the Citywide Circulation (Bridges/Signals/Thoroughfare) System Development Impact Fee Fund (220). Upon completion of the traffic signal installation, the actual costs eligible under the DIF program will be included in an annual update to the DIF Nexus Calculation Report. The costs associated with the construction of the proposed traffic signal will exceed the amount currently programmed in the TR240 project budget; however, there are sufficient funds available in the Citywide Circulation (Bridges/Signals/Thoroughfare) System DIF fund to cover the amount needed to complete construction. As stated, the costs in the DIF program will be updated upon project completion.

The scope of work for this project includes the following improvement elements:

- a new traffic signal
- extend signal interconnect conduit from Fern Avenue to Euclid Avenue
- pedestrian curb ramps and crosswalks across all three legs of the intersection
- a pavement grind and overlay of the entire intersection area
- landscaping visibility improvements
- new signing and striping.

The project will provide pedestrians on the north side of Eucalyptus Avenue accessible and convenient access to Constellation Park.

In addition to the DIF funding for the intersection improvements, Measure I funding through the San Bernardo County Transportation Authority (SBCTA) will supplement the pavement rehabilitation portion of the project. When the project is completed, the area disturbed by the traffic signal installation will be repaved.

ISSUES/ANALYSIS

Plans and specifications were prepared by city staff and a Notice Inviting Bids was published both locally and on the PlanetBids web-based bid system in February 2024. On March 5, 2024,

the city held a mandatory pre-bid meeting which was attended by three (3) prime contractors and other sub-contractors. All three (3) prime contractors submitted formal bids and the results are as follows:

Upon completion of the traffic signal, the actual costs will be included in an annual update to the DIF Nexus Calculation Report.

Company	Location	Bid Amount
Elecnor Belco Electric, Inc.	Chino, CA	\$1,146,360
Comet Electric, Inc.	Chatsworth, CA	\$1,305,235
International Line Builders, Inc.	Corona, CA	\$1,609,697

The lowest, responsible, responsive bid was submitted by Elecnor Belco Electric, Inc., Chino, CA, as shown in the table above for a total amount of \$1,146,360. Staff subsequently reviewed the contractor's licensing, bonding, references, and list of subcontractors submitted for the project, and found all bid submittal documentation to be in order.

The estimated project construction costs are itemized below:

Project Task	Vendor	Totals
Construction	Elecnor Belco Electric, Inc. Chino, CA	\$1,146,360.00
10% Construction Contingency*	As allowable per the Public Contract Code	\$114,636.00
TOTAL EST. PROJECT COST		\$1,260,996.00

**Note that, as in all the City's public works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a public works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay on a construction project.*

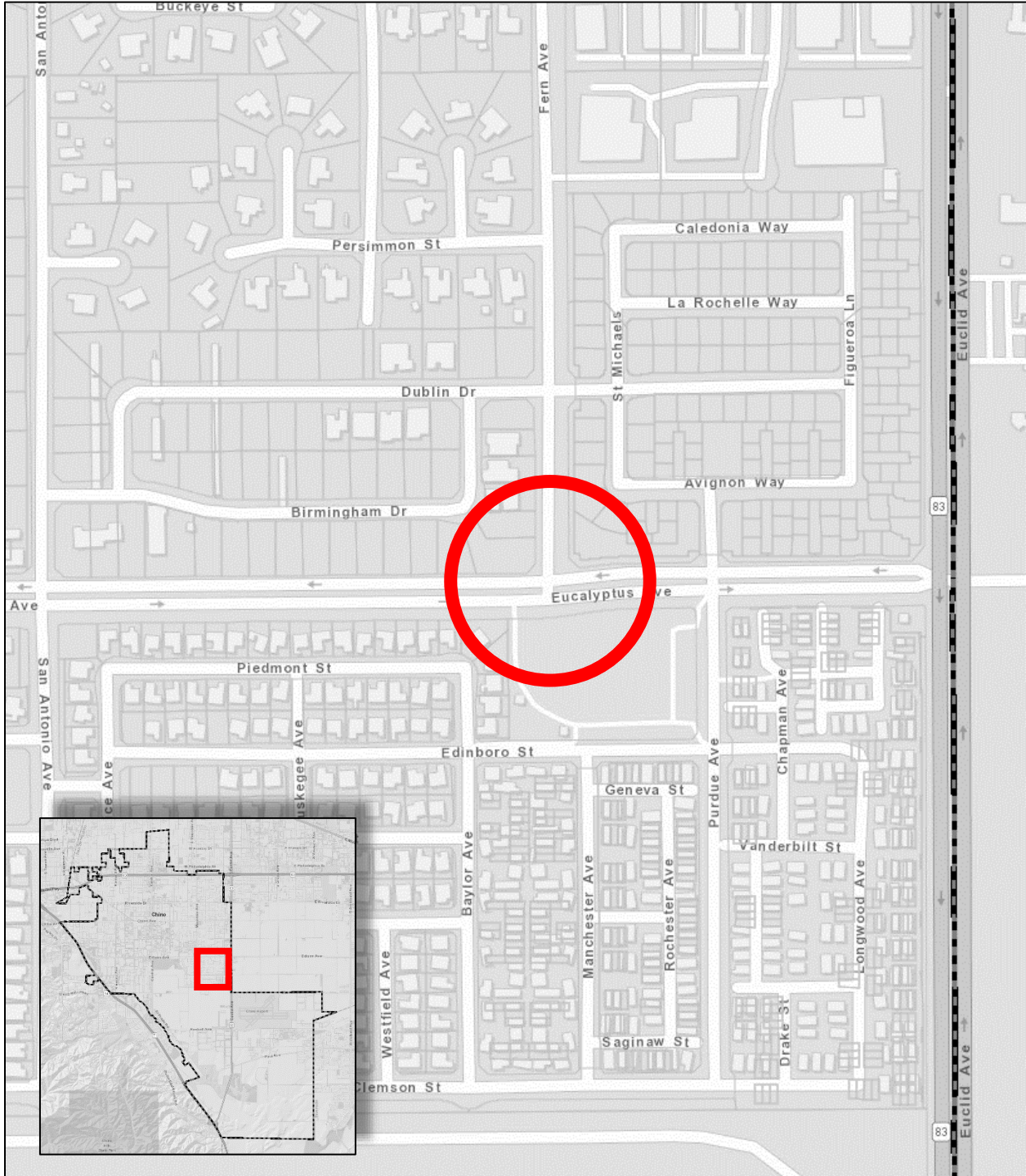
Elecnor Belco Electric has built many of Chino's most recent traffic signals, many of which are in The Preserve with a history of understanding Chino's specific requirements. The project will be managed and inspected by the City's Public Works staff. Therefore, staff recommends that the City Council award a construction contract to Elecnor Belco Electric, Inc., Chino, CA, for the Traffic Signal Installation at Eucalyptus & Fern (TR240) for an amount not to exceed \$1,146,360 and authorize an additional \$114,636 (10% of total contract amount) for construction contingency for a total project amount not to exceed \$1,260,996.

This project is exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the CEQA Guidelines - Existing Facilities, which includes the operation, repair, and maintenance of highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and other similar facilities.

Attachments: Exhibit A – Vicinity Map
 Exhibit B – Elecnor Belco Electric, Inc. Agreement

City of Chino
Project Vicinity Map

TR240 – New Traffic Signal: Eucalyptus & Fern Avenue



Contract No.: _____
Approved: _____

AGREEMENT

TRAFFIC SIGNAL INSTALLATION – EUCALYPTUS AT FERN AVENUE (TR240)

THIS AGREEMENT is made and entered into this **7th day of May, 2024** by and between THE CITY OF CHINO, a municipal corporation, hereinafter called “City”, and **Elecnor Belco Electric, Inc.**, hereinafter called “Contractor”.

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled **Traffic Signal Installation – Eucalyptus at Fern Avenue – TR240** in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor’s sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of **One Million One Hundred Forty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$1,146,360.00)** for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work within **fifty-five (55)** calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Sixty (60) working days**. If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of

litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

ARTICLE XI: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

Approved as to Content:

City Attorney

Hye Jin Lee, PE, Director of Public Works

ELECNOR BELCO ELECTRIC, INC.

Dated: _____

By: _____

(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Community Support Fund – Mayor Ulloa.

RECOMMENDATION

Approve community support fund contributions of \$250 to American Cancer Society – Making Strides, \$125 to Boy Scout Troop 201, \$125 to Boy Scout Troop 205, \$250 to Chino American Little League, \$250 to Chino National Little League, \$250 to Chino AYSO Region 67, \$250 to Chino Youth Boxing Foundation, \$250 to Chino Girls Fastpitch, \$250 to Chino High School Sports Booster, \$250 to Chino Kiwanis Club; \$250 to Chino Neighborhood House, \$250 to Chino Police Explorer's Post #211, \$250 to Chino Pop Warner, \$250 to Chino Valley Soroptimist, \$250 to Chino Youth Museum, \$250 to Don Lugo High School Sports Booster, \$250 to Food for Life Ministry, \$250 to HOPE Family Resource Center, \$250 to Isaish's Rock, \$250 to Rancho del Chino Rotary Club, and \$250 to UChooz Positive Youth.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2023-24 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 N2026
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 Ulloa recommends that the City Council approve the following contributions:

- American Cancer Society – Making Strides \$250: A community-based fundraising event to support cancer research.
- Boy Scout Troop 201 - \$125: Supports a local boy scout troop which supports local volunteer efforts while developing character, discipline, integrity, and leadership skills.
- Boy Scout Troop 205 - \$125: Supports a local boy scout troop which supports local volunteer efforts while developing character, discipline, integrity, and leadership skills.
- Chino American Little League - \$250: Helps teach Chino's youth the importance of teamwork, leadership, hard work, and humility through an organized baseball league.
- Chino National Little League - \$250: Provides a safe environment for Chino youth to learn and play baseball while also developing leadership and teamwork skills.
- Chino AYSO Region 67 - \$250: Provides Chino youth a fun, family-friendly environment where kids can grow and develop not only their soccer skills but their leadership and social skills.
- Chino Youth Boxing Foundation - \$250: Through hard work and developing boxing skills, this group helps Chino youth build their self-esteem, self-respect, character, discipline, and confidence.
- Chino Girls Fastpitch - \$250: Provides an opportunity for growth and development of softball and life skills to the highest level achievable through competitive softball.
- Chino High School Sports Boosters - \$250: Helps promote and support the athletic programs with items such as uniforms, athletic equipment, special events, and scholarships.
- Chino Kiwanis Club - \$250: The Chino Kiwanis Club is dedicated to serving the Chino Community through various service and fundraising projects.
- Chino Neighborhood House - \$250: Offers low to moderate income families food and resources.
- Chino Police Explorer's Post #211 - \$250: Provides our community's youth the opportunity to build their character and learn about the many aspects of law enforcement. Likewise, the program also allows our community's youth to give back to their community through supporting community service events.
- Chino Pop Warner – \$250: Teaches our community's youth the values of leadership, teamwork, responsibility, and work ethic through an organized football and cheerleading program.
- Soroptimist International of the Chino Valley \$250: Seeks to empower women and girls by providing a number of educational opportunities, programs, and resources.

- Chino Youth Museum - \$250: Provides interactive learning for youth to foster a better understanding of tomorrow through appreciation of yesterday and today.
- Don Lugo High School Sports Boosters - \$250: Provides support to every Don Lugo student athlete to conquer his or her future.
- Food for Life Ministry - \$250: Provides food and resources to families in need of support.
- Hope Family Resource Center - \$250: Provides resources to those families in need, including but not limited to, childcare referrals, counseling, housing information, food/clothing, and Medi-Cal/Covered California assistance.
- Isaiah's Rock - \$250: Provides food, clothing, and other vital resources to those in need.
- Rancho del Chino Rotary - \$250: Offers fun community events with proceeds earmarked to support community goals and initiatives.
- Uchooz Positive Youth - \$250: Provides positive activities and support for youth in and around the Downtown Chino area.

By approving these contributions, these groups will be better equipped to provide services to our community. Therefore, as proposed by Mayor Ulloa, staff recommends that the City Council approve the community support contributions to: American Cancer Society – Making Strides, Boy Scout Troop 201, Boy Scout Troop 205, Chino American Little League, Chino National Little League, Chino AYSO Region 67, Chino Youth Boxing Foundation, Chino Girls Fastpitch, Chino High School Sports Boosters, Chino Kiwanis Club; Chino Neighborhood House, Chino Police Explorer's Post #211, Chino Pop Warner, Chino Valley Soroptimist, Chino Youth Museum, Don Lugo High School Sport Boosters, Food for Life Ministry, HOPE Family Resource Center, Isaiah's Rock, Rancho del Chino Rotary Club, and Uchooz Positive Youth.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: COUNCIL MEMBER CURTIS BURTON

SUBJECT

Community Support Fund – Council Member Burton.

RECOMMENDATION

Approve community support fund contribution of \$500 to Food for Life Ministry, \$500 to Trail Life Troop 2678, and \$250 to Rancho del Chino Rotary Club.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2023-24 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, Council Member Burton recommends that the City Council approve the following contributions:

- Food for Life Ministry - \$500: Provides food and resources to families in needing support.
- Trail Life Troop 2678 - \$500: Guides generations of courageous young men to lead with integrity, serve others, and experience outdoor adventure.
- Rancho del Chino Rotary Club - \$250: Is committed to involving themselves in the Chino community and providing financial support to local programs particularly supporting young people, their physical and organizational activities and their school achievement.

By approving these contributions, Food for Life Ministry, Trail Life Troop 2678, and Rancho del Chino Rotary Club will be better equipped to provide services for the Chino Community. Therefore, as proposed by Council Member Burton, staff recommends that the City Council approve these community support contributions.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 7, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: COUNCIL MEMBER CHRISTOPHER FLORES

SUBJECT

Community Support Fund – Council Member Flores.

RECOMMENDATION

Approve community support fund contribution of \$250 to Rancho del Chino Rotary Club.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2023-24 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 N2032
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, Council Member Flores recommends that the City Council approve the following contribution:

- Rancho del Chino Rotary - \$250: Committed to involving themselves in the Chino community and providing financial support to local programs particularly supporting young people, their physical and organizational activities and their school achievement.

By approving this contribution, Rancho del Chino Rotary Club will be better equipped to provide services for the Chino Community. Therefore, as proposed by Council Member Flores, staff recommends that the City Council approve the community support contribution to Rancho del Chino Rotary Club.