



A G E N D A

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 26, 2016

6:00 P.M. CLOSED SESSION
7:00 P.M. PUBLIC MEETING/PUBLIC HEARINGS

CIVIC CENTER, CITY COUNCIL CHAMBERS
14000 CITY CENTER DRIVE, CHINO HILLS, CALIFORNIA

This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda unless the City Council makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the City subsequent to the posting of the agenda. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection in the Office of the City Clerk, in the public binder located at the entrance to the Council Chambers, and on the City's website at www.chinohills.org while the meeting is in session. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk at 14000 City Center Drive, Chino Hills, CA during normal business hours.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the start of the meeting to enable the City to make reasonable arrangements. Thank you.

Speaker Cards - Those persons wishing to address the City Council on any matter, whether or not it appears on the agenda, are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. In accordance with the Public Records Act, any information you provide on this form is available to the public. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you. Comments will be limited to three minutes per speaker.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

CITY COUNCIL MEMBERS

ART BENNETT, MAYOR
RAY MARQUEZ, VICE MAYOR
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

KONRADT BARTLAM
CITY MANAGER

MARK D. HENSLEY
CITY ATTORNEY

CHERYL BALZ
CITY CLERK

6:00 P.M. - CALL TO ORDER - COUNCIL

CS1. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items appearing on the Closed Session agenda. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. Comments will be limited to three minutes per speaker.

RECESS INTO CLOSED SESSION

CLOSED SESSIONS

CS2. Conference with Legal Counsel pursuant to Government Code §54956.9(d)(1) - Existing Litigation (4 cases):

- a. John Reis, an individual v. City of Chino Hills, a Municipality; Time Warner NY Cable, LLC, a Delaware Limited Liability Company; Pauley Construction, an entity of unknown form; and Does 1 through 75, inclusive - San Bernardino County Superior Court Case No. CIVRS 1013457
- b. James J. Caswell, an individual v. Trasia Group, Inc., a California Corporation; City of Chino Hills, a public entity; and Does 1 through 20, inclusive - San Bernardino County Superior Court Case No. CIVDS 1500819
- c. Binita Patel, an individual, et al v. Daniel J. Eichmann., an individual; City of Chino Hills, a public entity; County of San Bernardino, a public entity; and Does 1 through 50 inclusive - San Bernardino County Superior Court Case No. CIVDS 1504718
- d. Evelyn Wallace, an individual v. City of Chino Hills, a public entity; and Does 1 to 50 inclusive - San Bernardino County Superior Court Case No. CIVDS 1511692

CS3. City of Chino Hills v. James R. Moe, et.al, San Bernardino County Superior Court Case No. CIVRS1301121

CS4. Public Employment Performance Evaluation pursuant to Government Code Section 54957 - City Manager

7:00 P.M. - CONVENE MEETING / ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Dr. Ahmed Soboh, Religious Director, Chino Valley Islamic Center

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

1. RECOGNITION - Ayala High School: Presentation of Certificates of Recognition to Ayala High School Band as 2015 Western Band Association Grand Champions
2. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council, whether or not the item appears on the agenda, except testimony on Public Hearing items must be provided during those hearings. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Clerk.

A. CITY DEPARTMENT BUSINESS

CONSENT CALENDAR ITEMS A1 THROUGH A13 - *All matters listed on the Consent Calendar are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request the matter to be removed from the Consent Calendar for separate action. Removed consent items will be discussed immediately after the adoption of the balance of the Consent Calendar.*

- A1. Approve January 12, 2016 City Council Meeting Minutes
- A2. Approve Warrant Registers for period of December 3, 2015 through January 6, 2016 in amount of \$6,858,179.19
- A3. Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of December 9, 2015 through January 12, 2016
- A4. Authorize City Manager to submit Commemorative Partner application; execute Statement of Understanding; and incorporate a minimum of two commemorative events annually through 2018 for 50th Anniversary of the Vietnam War
- A5. Adopt a resolution consenting to inclusion of properties in California Statewide Communities Development Authority (CSCDA) Open PACE Programs; authorizing CSCDA to accept applications from property owners; conduct contractual assessment proceedings, levy contractual assessments within the City; and authorizing related actions to allow property owners to finance energy improvements
- A6. Authorize execution of Professional Services Agreement with Michael Baker International, Inc., not-to-exceed \$50,000 for on-call planning services through December 31, 2016
- A7. Authorize execution of Amendment No. 2 to Professional Services Agreement No. A2015-139 with Rincon Consultants, Inc., to increase contract amount by \$31,807 for total contract amount not-to-exceed \$112,488 for additional traffic analysis work and public hearing attendance during public review period for Higgins Ranch Mixed-Use Development Project (Trumark)

- A8. Award bid and contract to Rich Construction, Inc. in amount of \$887,620 for construction of Sleepy Hollow Waterline Replacement Phase II project and authorize City Manager to approve cumulative change orders up to ten percent (\$88,762) of contract amount
- A9. Accept Final Parcel Map 19414 - Avalon Bay Apartments by Avalon Chino Hills, L.P., Applicant, consisting of three numbered parcels with 18 buildings for 331 Residential units, 14.92 acre public park, and new public street (Park Drive) on 16.532 gross acres; improvement securities; deposit of \$8,000 to set monuments; and authorize City Clerk to record final map
- A10. Adopt resolution authorizing execution of Administering Agency-State Master Agreement No. 00122S with State of California Department of Transportation (Caltrans) for Los Serranos Infrastructure Active Transportation Program (ATP) Project to construct approximately 1.25 miles of sidewalks and related infrastructure in Los Serranos neighborhood
- A11. Adopt resolution amending 2015-16 Authorized Positions to remove one Management Analyst I/II position; add one part-time benefitted Administrative Assistant I/II position; and change one part-time Engineering Technician position to full-time in Engineering Department
- A12. Adopt resolution adopting Measure I 2010-2040 Maintenance of Effort Base Year Level of \$140,313 for transportation-related construction and maintenance activities
- A13. Authorize City Manager to execute purchase order with ChargePoint in amount of \$23,134.20 for three electric vehicle charging stations to be installed at Civic Center and Community Center and seven year Charging Station License Agreement with NRG EV Services, LLC to install and operate one quick charge electric vehicle charging station at Community Center - Appropriate \$35,900 from Air Quality AB2766 reserves for purchase, site preparation, and installation

DISCUSSION CALENDAR - *This portion of the City Council Agenda is for all matters where staff and public participation is anticipated. Individual audience participation is limited to three minutes. Please complete and submit a speaker card to the City Clerk.*

- A14. Provide direction regarding adjustments to City Council Compensation

B. PUBLIC HEARINGS - *This portion of the City Council Agenda is for all matters that legally require an opportunity for public input. Individual audience participation is encouraged and is limited to three minutes. Please complete and submit a speaker card to the City Clerk.*

- B1. Adopt resolution ordering the vacation of portion of Ermine Drive between Sambar Street and approximately 1 foot west of its westerly terminus

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES – Police and Fire (if any)

COUNCIL REPORTS

Chino Valley Unified School District - Mayor Bennett

Southern California Association of Governments - Vice Mayor Marquez

Omnitrans – Council Member Graham

Sanbag – Council Member Graham

Chino Valley Fire District - Council Member Moran

Chino Basin Desalter Authority – Council Member Rogers

Water Facilities Authority - Council Member Rogers

COUNCIL COMMENTS

ADJOURN IN MEMORIAM AND IN HOPE: Adjourn in tribute and honor of those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great

ADJOURNMENT:

MINUTES

CITY COUNCIL
CITY OF CHINO HILLS

Meeting Date: 01-26-16
Item No.: A01

JANUARY 12, 2016
REGULAR MEETING

Mayor Bennett called the Meeting of the City Council of the City of Chino Hills to order at 6:00 p.m. and requested the City Clerk to call roll.

PRESENT: COUNCIL MEMBERS: ART BENNETT
RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK

RECESS TO CLOSED SESSION

Mayor Bennett declared the meeting recessed at 6:00 p.m. for Closed Session to hold:

PERFORMANCE EVALUATION

Public Employment Performance Evaluation pursuant to Government Code Section 54957
– City Manager

CLOSED SESSION RECESS

Mayor Bennett recessed the Closed Session at 6:32 p.m.

CONVENE REGULAR MEETING AND ROLL CALL

Mayor Bennett called the regular meeting to order at 7:00 p.m.

PRESENT: COUNCIL MEMBERS: ART BENNETT
RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
DENISE CATTERN, PUBLIC INFORMATION OFFICER
LARA CHRISTENSEN, ASSISTANT CITY CLERK
CAPTAIN ROBERT GUILLEN, CHINO HILLS POLICE
JUDY LANCASTER, FINANCE DIRECTOR

JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
STEVE NIX, CITY ENGINEER

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Sharon Wilkins, resident.

INVOCATION

Led by Reverend Robert Johnson of Crosspoint Church.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no reportable action taken in Closed Session.

RECOGNITION – Country Springs

Mayor Bennett presented a Certificate of Recognition to Country Springs Elementary School, accepted by Principal Luke Hackney, as a National Blue Ribbon School Award Winner.

RECOGNITION – Heights Christian

Mayor Bennett presented a Certificate of Recognition to Heights Christian School – Chino Hills Campus, accepted by Principal Randy Long, as a National Blue Ribbon School Award Winner

RECOGNITION – Holiday Home Decorating Contest:

Mayor Bennett recognized the following winners of the City's Annual Holiday Home Decorating Contest:

Best Holiday Spirit – Lance and Tammy Kajiware
Most Energy Efficient – Wes Maxwell
Best Animation – Sally Garrett

PUBLIC COMMENTS

Sharon Wilkins, resident, presented the City Council with copies of the 1992 Chino Hills Christmas CD and a flashlight.

Lynette Brown, Priceless Pets, presented a report on the intake of dogs, from Chino Hills, at Inland Valley Humane Society. She thanked the City Council and staff for assistance in meeting a zero euthanasia goal.

Lisa Price, Priceless Pets, thanked the City Council and staff for the support of the Getting2Zero program. She presented a 2015 year-in-review of Priceless Pets and announced upcoming events for the organization.

Belinda Douglas, Chino Valley Chamber of Commerce, announced upcoming events for the organization.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR

Item A8, regarding the solicitation of bids for the purchase of Founders Site, on the agenda was pulled from the Consent Calendar for discussion and separate vote.

Motion was made by Council Member Graham and seconded by Council Member Rogers, to approve the following actions on the following Consent Calendar items:

MINUTES

The City Council approved the December 8, 2015 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of November 19 through December 2, 2015 in the amount of \$3,291,180.40, as presented.

CITY OFFICIAL REPORTS

The City Council received and filed the City Official Reports pursuant to the Travel, Training and Meetings Reimbursement Policy for the period of November 25 through December 8, 2015, as presented.

FINANCIAL REPORT

The City Council received and filed the Financial Report for November 2015, as presented.

TREASURER'S REPORT

The City Council approved the Treasurer's Report for November 2015, as presented.

PURCHASE ORDER ISSUANCE – VEHICLE PURCHASES

The City Council authorized the issuance of purchase orders to 1) Reynolds Buick/GMC/Isuzu, Inc., in the amount of \$99,804.85, for the purchase of two GMC pick-up trucks and one GMC Terrain SLE, as replacement vehicles; and 2) Fairview Ford Sales, Inc., in the amount of \$83,707.93, for the purchase of one Ford F-550 XL flatbed pickup with spray rig equipment to add to the vehicle fleet.

AGREEMENT AMENDMENT – TRAFFIC SIGNAL OPERATIONS

The City Council authorized the execution of Amendment No. 1 to Agreement No. A14-134 with Advantec Consulting Engineers, in the amount of \$17,870 for a total contract amount not-to-exceed \$53,610 to extend the term for citywide traffic signal operations to June 30, 2017.

ENERGY PARTNERSHIP – RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-001** of the City Council of the City of Chino Hills Declaring Support for an Energy Partnership Between Southern California

Edison Company, Southern California Gas Company, and San Bernardino Associated Governments, to be known as San Bernardino Regional Energy Partnership.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN,
ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DISCUSSION CALENDAR

BID SOLICITATION – SALE OF FOUNDERS SITE

Mayor Bennett removed this item from the Consent Calendar for further discussion and separate vote. City Manager Bartlam briefed the City Council on the staff report, which is on file in the City Clerk's Office.

Following discussion, a motion was made by Council Member Bennett and seconded by Council Member Marquez to authorize the City Manager to solicit bids for the sale of Founders Site, APNs 1024-431-02 and 1024-431-03, located at 2100 Founders Drive.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN,
ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

25TH ANNIVERSARY AD HOC COMMITTEE

Following discussion, a motion was made by Council Member Bennett and seconded by Council Member Rogers to 1) create a 25th Anniversary ad hoc Committee consisting of two Council Members, one member from each City Commission, the Community Services Director and the Community Relations Manager; 2) appoint Council Members Moran and Rogers to the Committee; and 3) determine that the representative from each Commission will be appointed by their respective Commission.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN,
ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

55+ CLUB BINGO FEE WAIVER

Community Services Director Marshall briefed the City Council on the staff report, which is on file in the City Clerk's Office.

Jane DeFrank, 55+ Club, requested that four free monthly bookings, allotted to the 55+ Club at the Community Center, be transferred to the McCoy Equestrian Center for the conduct of Bingo.

Following discussion, a motion was made by Council Member Marquez and seconded by Council Member Bennet to transfer four bookings out of the free monthly bookings currently allotted for the group at the Community Center to the McCoy Equestrian Center for the 55+ Club to conduct Bingo on Thursdays during the hours of 12:00 p.m. to 3:00 p.m.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: GRAHAM

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT

Public Information Officer (PIO) Cattern announced that Chino Hills ARTS (chARTS) has new art on display at the Chino Hills Community Center, through April 1st. She noted that the organization will host a Meet the Artists Reception on Thursday, January 14th at the Chino Hills Community Center.

PIO Cattern encouraged residents to take steps to prepare for El Nino. She noted that residents will be allowed 25 sandbags per household at Fire Station Nos. 62 and 64. More information is available at www.chinohills.org/ElNino.

PIO Cattern reminded everyone that City facilities will be closed Monday, January 18th in recognition of Martin Luther King Jr. Day. She noted that trash services will not be affected.

PIO Cattern announced that a Pop-Up City Hall will be held at Lowe's on Saturday, January 16th from 9:00 a.m. to 12:00 p.m. For more information please call (909) 364-2610.

SAFETY UPDATES - Fire

Deputy Chief Faherty reported that on Monday, January 25, 2016, the Chino Valley Fire District will deploy four, two-person paramedic squads to provide advance life support, improving response times and continuity of care.

COUNCIL REPORTS

OMNITRANS

Council Member Graham reported that negotiations have begun with the Bus Driver's Union.

SANBAG

Council Member Graham reported that a detailed financial report, at a cost of approximately \$2 million, is being drafted for the 10 Freeway toll lane expansion project.

CHINO BASIN DESALTER AUTHORITY

Council Member Rogers reported that funds were allocated for construction projects to increase capacity for Desalters 1 and 2.

CHINO HILLS COMMUNITY FOUNDATION

Council Member Rogers reported that the 6th Annual Home Tour will be held on Saturday, April 10th. He noted that the Foundation is discussing upcoming major donation projects.

COUNCIL COMMENTS

Moran: Council Member Moran inquired about an inventory of bus stops in the City. City Manager Bartlam noted that staff is working with Omnitrans to identify ridership and locations for shelters and benches. Upon questioning, Community Development Director Lombardo reported that Hobby Lobby is expected to open before end of February. Council Member Moran expressed her well wishes to Assistant City Clerk Christensen as she launches the next step in her career with the City of Atascadero. She noted that a free e-waste event will be held at Ayala High School on January 16th.

Marquez: Vice Mayor Marquez noted that he attended the 6th Annual California Economic Summit and was proud to announce that 50,000 jobs have been added in the Inland Empire. He reported that SCAG Regional Council will discuss the 2040 Regional Plan in February. Vice Mayor Marquez thanked Assistant City Clerk Christensen for her help over the years. He announced that he welcomed his first grandchild on January 1, 2016.

Graham: Council Member Graham inquired about the southbound 71 Freeway off-ramp at Grand Avenue. City Engineer Nix reported that Caltrans is working on the widening of the off-ramp and the off-ramp will be closed intermittently through April.

Rogers: Council Member Rogers reported that the dog park opened on December 18th and that it is a great park. He thanked City Engineer Nix for his work on the Peyton Drive Widening Project. Council Member Rogers noted that the Boat Parade was a success. He reported that Chino Hills High School Men's Basketball is ranked 1st in the Nation and encouraged everyone to catch a game. Council Member Rogers wished Assistant City Clerk Christensen success in her future endeavors with the City of Atascadero.

Bennett: Mayor Bennett noted that the Peyton Drive Widening Project was months ahead of schedule and congratulated staff on the success of completing the project. He thanked Assistant City Clerk Christensen for her work over the years and wished her luck as Deputy City Manager of Atascadero. Mayor Bennett spoke regarding an email received by the City Council regarding microchipping of dogs in the City of Chino Hills. He noted that a response was provided to the resident and that exceptions for health and safety concerns of the animal are built into the program.

ADJOURN IN MEMORIAM AND IN HOPE:

Mayor Bennett adjourned in tribute and honor of those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great.

ADJOURNMENT

Mayor Bennett adjourned at 8:45 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A02

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS
ISSUED FOR THE PERIOD DECEMBER 3, 2015 – JANUARY 6, 2016,
IN AN AMOUNT OF \$6,858,179.19

RECOMMENDATION:

Approve the attached Warrant Registers for the time period mentioned above.

BACKGROUND/ANALYSIS:

The Warrant Registers are listings of all payments made by the City of Chino Hills during a given period of time, exclusive of personnel costs. Warrant Registers and Wire Transfers listing reflecting payments over \$25,000 or those referred by the Finance Committee are regularly submitted for City Council's review and approval as an agenda item at each City Council meeting. During the period of December 3, 2015, to January 6, 2016, payments in excess of \$25,000 have been issued totaling \$6,858,179.19.

The Warrant Register is reviewed by the Finance Committee prior to the City Council meeting.

FISCAL IMPACT:


The cash held by the City's various funds, including the General Fund, is reduced as a result of paying the City's authorized expenditure requests.

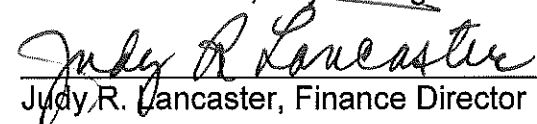
Respectfully submitted,

FINANCE COMMITTEE


Mayor Art Bennett


Council Member Peter Rogers


Konrad Bartlam, City Manager


Judy R. Lancaster, Finance Director

PREPARED 12/07/2015, 18:02:27
PROGRAM: GM339L
CITY OF CHINO HILLS

AS OF: 12/09/2015 CHECK DATE: 12/09/2015

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER P.O. NO						
0007227 08	00	H & H GENERAL CONTRACTORS, INC. PI3024 150590	00	12/09/2015	399-7100-888.81-10	ENGINEERING SERVICES	596,146.37	
						VENDOR TOTAL *	596,146.37	
0000409 90017134	00	INLAND EMPIRE UTILITIES AGENCY 002735	00	12/09/2015	501-8120-888.31-65	EDU/OPERATIONS&MAINT:OCT5	365,343.36	
						VENDOR TOTAL *	365,343.36	
0007093 44799 44799A 44800	00	PMC PI3023 140628 PI3035 160327 PI3094 160087	00	12/09/2015	004-4200-888.31-90 005-4200-888.30-30 005-4200-888.30-30	CONTRACT SERVICES CONTRACT SERVICES CONTRACT SERVICES	3,700.00 12,300.00 9,100.00	
						VENDOR TOTAL *	25,100.00	
0000608 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15 PP 25/15	00	SBCERA PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209 PRI209	00	12/09/2015	575-0000-216.20-06 575-0000-217.35-05 575-0000-217.36-05 575-0000-217.35-10 575-0000-217.35-13 575-0000-217.36-13 575-0000-217.35-14 575-0000-217.35-15 575-0000-217.35-20 575-0000-217.35-16 575-0000-217.35-05 575-0000-217.36-05 575-0000-217.36-13 575-0000-217.35-14 575-0000-217.35-15 575-0000-217.35-15 575-0000-217.35-15 575-0000-217.35-15 575-0000-217.35-05 575-0000-217.35-14 575-0000-217.35-15	SURVIVOR BENEFIT:EMPLOYEE CITY CONTR GEN MBR:TIER 1 CITY CONTR GEN MBR:TIER 2 NON-REFNDEL GEN MBR CONTRB EMPL PAID PRETAX CONTRBTN EMPLOYEE RET. COST:TIER 2 EXEMPT ADDT'L RETIREMENT REFUNDABLE GEN MBR CONTRB SURVIVORS BENFIT:EMPLOYER RETIREMENT SERVICE CREDIT PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:C BALZ PRIOR/CUR YR ADJ:J LANCA\$ PRIOR/CUR YR ADJ:J LANCA\$ PRIOR/CUR YR ADJ:J LANCA\$	252.84 188,925.38 13,340.87 28,768.76 11,511.08 4,163.11 4,181.56 12,896.22 252.84 218.38 28,677.84 21,300.61 6,355.27 3,368.92 7,272.29 399.82 222.23 1,104.28-	
						VENDOR TOTAL *	275,247.52	
0002135 PP 25/15 PP 25/15	00	VANTAGEPOINT TRSFR AGNT 304182(457) PRI209 PRI209	00	12/09/2015	575-0000-216.38-00 575-0000-216.38-00	DEFERRED COMP:ICMA DEFERRED COMP:ICMA MATCH	16,225.57 9,267.50	
						VENDOR TOTAL *	25,493.07	
0001363 PP 25/15 PP 25/15 PP 25/15	00	VOYA RETIREMENT INSURANCE & ANNUITY PRI209 PRI209 PRI209	00	12/09/2015	575-0000-216.38-00 575-0000-216.38-00 575-0000-216.39-00	DEFERRED COMP:ING DEFERRED COMP:ING MATCH DEFERRED COMP:PST PLAN	19,736.48 16,955.00 2,475.06	
						VENDOR TOTAL *	39,166.54	
						TOTAL EXPENDITURES ****	1,326,496.86	
						GRAND TOTAL *****		1,326,496.86

ITEMS EXCEEDING \$25,000.00

PREPARED 12/14/2015, 11:25:34
 PROGRAM: GM339L
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
 AS OF: 12/16/2015 PAYMENT DATE: 12/16/2015

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.						
18822	PI3211	160268	00	12/16/2015	001-8400-888.50-10	LANDSCAPE SERVICES	8,987.05	
18822	PI3212	160268	00	12/16/2015	031-8400-888.50-10	LANDSCAPE SERVICES	2,501.00	
18822	PI3213	160268	00	12/16/2015	045-8400-888.50-10	LANDSCAPE SERVICES	47,096.61	
18822	PI3214	160268	00	12/16/2015	050-8400-888.50-10	LANDSCAPE SERVICES	6,705.10	
18822	PI3215	160268	00	12/16/2015	061-8400-888.50-10	LANDSCAPE SERVICES	2,505.36	
18822	PI3216	160268	00	12/16/2015	071-8400-888.50-10	LANDSCAPE SERVICES	25,068.00	
18822	PI3217	160268	00	12/16/2015	073-8400-888.50-10	LANDSCAPE SERVICES	5,139.61	
18822	PI3218	160268	00	12/16/2015	123-8400-888.50-10	LANDSCAPE SERVICES	65.11	
18822	PI3219	160268	00	12/16/2015	124-8400-888.50-10	LANDSCAPE SERVICES	653.40	
						VENDOR TOTAL *	98,721.24	
0007227	00	H & H GENERAL CONTRACTORS, INC.						
09	PI3335	150590	00	12/16/2015	399-7100-888.81-10	ENGINEERING SERVICES	293,574.28	
						VENDOR TOTAL *	293,574.28	
0000409	00	INLAND EMPIRE UTILITIES AGENCY						
90017203	002852		00	12/16/2015	500-8113-888.31-90	VOLUMETRIC FLOW CHARGES	1,478.61	
90017214	002853		00	12/16/2015	500-8113-888.60-16	BASIN RECHARGE:OCT'15	43,737.16	
90017221	002854		00	12/16/2015	500-8113-888.60-14	RECYCLED WATER CHG:OCT'15	44,502.50	
						VENDOR TOTAL *	89,718.27	
0003906	00	REPUBLIC WASTE SVCS OF SO CALIF LLC						
M/O NOV'15	002889		00	12/16/2015	001-0000-388.20-15	AB939 ADMIN FEE:GENRL FND	6,996.70-	
M/O NOV'15	002890		00	12/16/2015	001-0000-303.20-04	FRANCHISE TAX:SOLID WASTE	39,981.13-	
M/O NOV'15	002887		00	12/16/2015	500-0000-388.20-20	BILLING FEE:WATER UTILITY	4,405.36-	
M/O NOV'15	002888		00	12/16/2015	501-0000-388.20-20	BILLING FEE:SEWER UTILITY	1,468.46-	
M/O NOV'15	002886		00	12/16/2015	504-8500-388.31-40	REFUSE CONTRACT SERVICE	399,811.28	
						VENDOR TOTAL *	346,959.63	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2264087388/DEC5002982			00	12/16/2015	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	2,464.74	
2264087800/DEC5002983			00	12/16/2015	001-8400-888.60-15	ELECTRIC/STREET LITE BILL	2,627.29	
2270597321/DEC5002988			00	12/16/2015	003-0950-888.60-15	ELECTRIC/STREET LITE BILL	66.48	
2264088808/DEC5002984			00	12/16/2015	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	2,776.87	
2271636854/DEC5002990			00	12/16/2015	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	40.96	
2278582051/DEC5002992			00	12/16/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	343.74	
2284813268/DEC5002995			00	12/16/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	106.19	
2286535943/DEC5002996			00	12/16/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	66.46	
2353915630/DEC5002999			00	12/16/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	66.62	
2288705148/DEC5002997			00	12/16/2015	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	541.22	
2264093865/DEC5002985			00	12/16/2015	040-8400-888.60-20	ELECTRIC/STREET LITE BILL	7,929.40	
2264095019/DEC5002986			00	12/16/2015	045-8400-888.60-15	ELECTRIC/STREET LITE BILL	3,553.49	
2011972346/DEC5002971			00	12/16/2015	050-8400-888.60-20	ELECTRIC/STREET LITE BILL	870.12	
2013942867/DEC5002975			00	12/16/2015	050-8400-888.60-15	ELECTRIC/STREET LITE BILL	85.98	
2013945662/DEC5002976			00	12/16/2015	061-8400-888.60-15	ELECTRIC/STREET LITE BILL	60.98	
2013945662/DEC5002977			00	12/16/2015	061-8400-888.60-20	ELECTRIC/STREET LITE BILL	332.51	
2013945662/DEC5002978			00	12/16/2015	061-8400-888.60-20	ELECTRIC/STREET LITE BILL	332.15	
2013945761/DEC5002979			00	12/16/2015	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,712.81	
2270597321/DEC5002989			00	12/16/2015	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	66.48	

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EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2288705148/DEC5002998			00	12/16/2015	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	26.96	
2281642215/DEC5002993			00	12/16/2015	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	368.34	
2281642710/DEC5002994			00	12/16/2015	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	632.87	
2278087176/DEC5002991			00	12/16/2015	073-8400-888.60-20	ELECTRIC/STREET LITE BILL	84.33	
2013941695/DEC5002974			00	12/16/2015	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,272.32	
2011973674/DEC5002973			00	12/16/2015	123-8400-888.60-20	ELECTRIC/STREET LITE BILL	182.06	
2011973542/DEC5002972			00	12/16/2015	124-8400-888.60-20	ELECTRIC/STREET LITE BILL	111.04	
2013946736/DEC5002980			00	12/16/2015	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	52,847.00	
2236516498/DEC5002981			00	12/16/2015	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	974.90	
2264173790/DEC5002987			00	12/16/2015	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	1,702.69	
VENDOR TOTAL *							82,247.00	
0000506	00	WATER FACILITIES AUTHORITY						
16-27	003001		00	12/16/2015	500-0000-388.20-99	DIR OP BILLING ADJ 14/15	1,126.43-	
16-27	002932		00	12/16/2015	500-8113-888.60-10	WATER DELIVERIES:NOV'15	5,340.17	
16-27	002933		00	12/16/2015	500-8113-888.60-11	WATER DELIVERIES:NOV'15	51,070.10	
16-27	003000		00	12/16/2015	500-8113-888.60-10	WATER DELIVERIES:NOV'15	1,126.43	
VENDOR TOTAL *							56,410.27	
TOTAL EXPENDITURES ****							967,630.69	
GRAND TOTAL *****								967,630.69

ITEMS EXCEEDING \$25,000.00

PREPARED 12/22/2015, 7:47:03
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
<hr/>								
0002903	00	CALIFORNIA PUBLIC EMPLOYEES'						
1918/JAN'16	003231		00	12/23/2015	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	299.38	
1918/JAN'16	003237		00	12/23/2015	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	271.92	
1918/JAN'16	003241		00	12/23/2015	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
1918/JAN'16	003244		00	12/23/2015	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
1918/JAN'16	003230		00	12/23/2015	001-1200-888.30-90	CALPERS INSURANCE PREMIUM	281.34	
1918/JAN'16	003240		00	12/23/2015	001-1200-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
1918/JAN'16	003232		00	12/23/2015	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	149.69	
1918/JAN'16	003238		00	12/23/2015	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	135.96	
1918/JAN'16	003233		00	12/23/2015	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	149.68	
1918/JAN'16	003239		00	12/23/2015	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	135.95	
1918/JAN'16	003242		00	12/23/2015	001-2510-888.15-40	CALPERS INSURANCE PREMIUM	652.60	
1918/JAN'16	003235		00	12/23/2015	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
1918/JAN'16	003236		00	12/23/2015	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	594.46	
1918/JAN'16	003234		00	12/23/2015	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	566.53	
1918/JAN'16	003243		00	12/23/2015	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	435.06	
1918/JAN'16	003229		00	12/23/2015	575-0000-217.10-00	CALPERS INSURANCE PREMIUM	81,756.79	
VENDOR TOTAL *							88,199.14	
0004290	00	CHINO BASIN DESALTER AUTHORITY						
216	003039		00	12/23/2015	500-8113-888.60-13	WATER PURCHASE AGREEMENT	962,845.36	
VENDOR TOTAL *							962,845.36	
0000011	00	EXCEL LANDSCAPE, INC.						
85887	PI3363	160508	00	12/23/2015	001-2510-888.80-30	LANDSCAPE SERVICES	7,210.00	
85946	PI3372	160267	00	12/23/2015	001-2510-888.50-10	LANDSCAPE SERVICES	3,646.00	
85946	PI3373	160267	00	12/23/2015	001-8400-888.50-10	LANDSCAPE SERVICES	5,130.00	
85946	PI3374	160267	00	12/23/2015	031-8400-888.50-10	LANDSCAPE SERVICES	3,480.00	
85946	PI3375	160267	00	12/23/2015	040-8400-888.50-10	LANDSCAPE SERVICES	17,808.00	
85889	PI3350	160278	00	12/23/2015	045-8400-888.50-10	LANDSCAPE SERVICES	600.00	
85946	PI3376	160267	00	12/23/2015	045-8400-888.50-10	LANDSCAPE SERVICES	32,513.00	
85946	PI3377	160267	00	12/23/2015	121-8400-888.50-10	LANDSCAPE SERVICES	4,915.00	
VENDOR TOTAL *							75,302.00	
0006782	00	GOLDEN STATE CONSTRUCTORS, INC.						
2044	PI3519	160333	00	12/23/2015	399-7100-888.81-10	CONSTRUCTION SERVICES	42,814.96	
VENDOR TOTAL *							42,814.96	
0007154	00	HENSLEY LAW GROUP						
10252	003070		00	12/23/2015	001-1000-888.30-10	LEGAL SERVICES:NOV'15	285.00	
10252	003071		00	12/23/2015	001-1000-888.30-10	LEGAL SERVICES:NOV'15	133.00	
10252	003074		00	12/23/2015	001-1000-888.30-10	LEGAL SERVICES:NOV'15	19,095.00	
10252	003087		00	12/23/2015	001-1000-888.30-10	LEGAL SERVICES:NOV'15	1,349.00	
10252A	003073		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	1,334.00	
10252B	003077		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	52.00	
10252C	003078		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	60.00	
10252D	003079		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	1,614.00	
10252E	003080		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	3,604.00	
10252F	003081		00	12/23/2015	005-4000-888.30-10	LEGAL SERVICES:NOV'15	104.00	
10252	003082		00	12/23/2015	399-7100-888.81-10	LEGAL SERVICES:NOV'15	5,510.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007154	00	HENSLEY LAW GROUP						
10252	003083		00	12/23/2015	399-7100-888.84-10	LEGAL SERVICES:NOV'15	1,643.50	
10252	003084		00	12/23/2015	399-7100-888.81-10	LEGAL SERVICES:NOV'15	28.50	
10252	003072		00	12/23/2015	500-8110-888.30-10	LEGAL SERVICES:NOV'15	190.00	
10252	003076		00	12/23/2015	500-8110-888.30-10	LEGAL SERVICES:NOV'15	760.00	
10252	003075		00	12/23/2015	552-2520-888.30-10	LEGAL SERVICES:NOV'15	513.00	
10252	003086		00	12/23/2015	644-5100-888.30-10	LEGAL SERVICES:NOV'15	133.00	
10252	003085		00	12/23/2015	698-5100-888.30-10	LEGAL SERVICES:NOV'15	133.00	
						VENDOR TOTAL *	36,541.00	
0007329	00	JEREMY HARRIS CONSTRUCTION, INC.						
02/1197	PI3397	160517	00	12/23/2015	001-8121-888.31-90	ENGINEERING SERVICES	69,617.25	
						VENDOR TOTAL *	69,617.25	
0000478	00	MONTE VISTA WATER DISTRICT						
CH 2016-05	003110		00	12/23/2015	500-8113-888.60-10	WATER DELIVERIES:NOV'15	333,813.60	
						VENDOR TOTAL *	333,813.60	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.						
15176/DEC'15	003211		00	12/23/2015	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT	1,034,243.00	
						VENDOR TOTAL *	1,034,243.00	
0000608	00	SECERA						
PP 26/15	PR1223		00	12/23/2015	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	252.84	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	149,931.17	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	11,089.43	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-10	NON-REFNDBL GEN MBR CONTRB	22,889.79	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,112.15	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	3,460.55	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,251.65	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	10,216.01	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	252.84	
PP 26/15	PR1223		00	12/23/2015	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
						VENDOR TOTAL *	210,674.81	
0007291	00	SEQUEL CONTRACTORS, INC.						
01/120715	PI3396	160416	00	12/23/2015	399-7100-888.81-10	ENGINEERING SERVICES	232,654.33	
						VENDOR TOTAL *	232,654.33	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2306001645/DEC5003252			00	12/23/2015	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	7,826.73	
2308456300/DEC5003253			00	12/23/2015	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	1,745.64	
2264100116/DEC5003246			00	12/23/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	392.62	
2264137902/DEC5003250			00	12/23/2015	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	1,381.82	
2264100116/DEC5003247			00	12/23/2015	045-8400-888.60-20	ELECTRIC/STREET LITE BILL	15,653.30	
2264135732/DEC5003248			00	12/23/2015	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	28.46	
2264135732/DEC5003249			00	12/23/2015	071-8400-888.60-20	ELECTRIC/STREET LITE BILL	11,309.84	
2264137902/DEC5003251			00	12/23/2015	121-8400-888.60-20	ELECTRIC/STREET LITE BILL	5,728.13	
						VENDOR TOTAL *	44,066.54	
0001363	00	VOYA RETIREMENT INSURANCE & ANNUITY						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001363	00	VOYA RETIREMENT INSURANCE & ANNUITY						
PP 26/15	PR1223	00 12/23/2015	575-0000-216.38-00	DEFERRED COMP:ING		17,896.18		
PP 26/15	PR1223	00 12/23/2015	575-0000-216.38-00	DEFERRED COMP:ING MATCH		5,150.00		
PP 26/15	PR1223	00 12/23/2015	575-0000-216.39-00	DEFERRED COMP:PST PLAN		2,620.21		
				VENDOR TOTAL *		25,666.39		
				TOTAL EXPENDITURES ****		3,156,438.38		
				GRAND TOTAL *****				3,156,438.38

ITEMS EXCEEDING \$25,000.00

PREPARED 12/23/2015,11:00:55
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EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO					AMOUNT
0000064	00	S.B.COUNTY SHERIFF'S DEPT.					
15201/JAN'16	003259		00 01/06/2016	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT	1,034,243.00	
					VENDOR TOTAL *	1,034,243.00	
0000608	00	SBCERA					
PP 01/16	PR0106		00 01/06/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	252.84	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	148,436.86	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	11,088.68	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-10	NON-REFNDBL GEN MBR CONTRB	22,658.13	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,011.91	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	3,460.32	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,251.65	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	10,125.14	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	252.84	
PP 01/16	PR0106		00 01/06/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
					VENDOR TOTAL *	208,756.75	
					TOTAL EXPENDITURES ****	1,242,999.75	
					GRAND TOTAL *****		1,242,999.75

Outgoing Wire Transfers Over \$25,000

From 12/3/15 to 1/6/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	12/16/2015	575-0000-218-1000	P/R Tax Transfer - Federal	78,823.86
Federal EFTPS	12/30/2015	575-0000-218-1000	P/R Tax Transfer - Federal	55,496.99
			Vendor Total *	134,320.85
State EFTPS	12/16/2015	575-0000-218-1500	P/R Tax Transfer - State	30,292.66
			Vendor Total *	30,292.66
			Grand Total Transfers Over \$25,000 *****	164,613.51

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A03

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OFFICIAL REPORTS

RECOMMENDATION:

Receive and file pursuant to the City's Travel, Training and Meetings Reimbursement Policy City Official Reports.

BACKGROUND/ANALYSIS:

In accordance with Government Code Section 53232.2 and 53232.3, implementing Assembly Bill 1234 (AB 1234) effective January 1, 2006, the City's Travel, Training and Meetings Policy was amended to reflect those changes. The City Official Report provides a brief report regarding the purpose and subject matter of meetings for the period through January 12, 2016.

REVIEW BY OTHERS:

The report format has been reviewed by the City Attorney.

FISCAL IMPACT:

Travel, Training and Meeting expenses are included within the City's adopted budget for Fiscal Year 2015/2016.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CC § 15378 (b)(4-5)).

Recommended by,


Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT
CITY OF CHINO HILLS
COUNCIL MEETING DATE: 1/26/16
PERIOD TO COVER: 12/09/15 –01/12/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
12/11/15	City of Chino Hills	Chamber of Commerce Holiday Luncheon	Mayor Art Bennett Vice Mayor Ray Marquez	Holiday Luncheon
01/07/16	City of Chino Hills	SCAG Economic Summit	Council Member Cynthia Moran	6 th Annual Economic Summit

*Details on expenses are maintained in the Finance Department.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A04

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: COMMEMORATIVE PARTNER APPLICATION FOR THE 50TH
ANNIVERSARY OF THE VIETNAM WAR

RECOMMENDATION:

Direct staff to submit an application to become a Commemorative Partner for the 50th anniversary of the Vietnam War, execute a Statement of Understanding, and plan to incorporate a minimum of two commemorative events at City special events or visits each year from 2016 to 2018 where Vietnam Veterans and their families are recognized and honored by the City of Chino Hills.

BACKGROUND/ANALYSIS:

The Commemorative Partner Program for the 50th Anniversary of the Vietnam War is designed for Federal, State and local communities, Veterans, and other non-governmental organizations to assist a grateful nation in thanking and honoring our Vietnam Veterans and their families in their hometowns. Commemorative Partners are encouraged to participate in the commemoration of the Vietnam War by planning and conducting events and activities that will recognize Vietnam Veterans and their families' service, valor, and sacrifice. The program is meant to show gratitude to the 7.2 million living Vietnam Veterans and the families of all 9 million who served in uniform during the Vietnam War from November 1, 1955, to May 15, 1975.

Commemorative Partners are required to conduct a minimum of two Commemorative events each year for a three-year period from 2016 through 2018. There is no cost to become a Commemorative Partner for the 50th Anniversary of the Vietnam War, however, the City of Chino Hills will need to submit an application and sign a statement of understanding.

AGENDA DATE: JANUARY 26, 2016

PAGE TWO

SUBJECT: BECOMING A COMMEMORATIVE PARTNER FOR THE
50TH ANNIVERSARY OF THE VIETNAM WAR

Events and activities should be dignified, memorable occasions that show sensitivity and appreciation for the solemnity of war and the losses suffered by many, and should meet one or more of the Congressionally-mandated objectives of the program. The program should at a minimum thank and honor Veterans of the Vietnam War including personnel who were held as prisoners of war or listed as missing in action for their service and sacrifice on behalf of the United States; and to thank and honor the families of these Veterans. Other objectives are to highlight the service of the Armed Forces during the Vietnam War; the contributions of Federal agencies and governmental and non-governmental organizations that served with, or in support of, the Armed Forces; to pay tribute to the contributions made on the home front by the people of the United States during the Vietnam War; to highlight the advances in technology, science, and medicine related to military research conducted during the Vietnam War; and to recognize the contributions and sacrifices made by the allies of the United States during the Vietnam War.

Commemorative events can be as simple or as grand as desired, and can be in conjunction with other events that are already planned. Visits to senior homes, local Veterans service organizations, and a local United Service Organization (USO) could be considered an event. The City could honor Vietnam Veterans at Council and/or Commission meetings, or attending local service organizations meetings where they can be honored. Commemorative Partners are asked to register events on the 50th Anniversary of the Vietnam War commemoration website at www.vietnamwar50th.com.

As of January 7, 2016, there were 9,124 Commemorative Partners across the United States with 234 in the State of California. Locally, the cities of Dana Point, Irvine, Monrovia, Norco, and Torrance have become partners, and most cities across the country are being asked to join in the effort. Other Partners include Walmart stores across the nation, including local stores in Chino, Pomona, Brea, and Orange; March Air Reserve Base Commissary & Exchange, Camp Pendleton Marine Corps Base and San Onofre Commissaries and MCX, and the U.S. Coast Guard Exchange in San Pedro.

As a Commemorative Partner the City would be able to order free marketing materials such as posters, flyers, and other educational materials; official commemorative pins to give out to local Veteran's and flyers describing the pins inscription and design; a commemorative flag, and bumper stickers.

REVIEW BY OTHERS:

This item has been reviewed by the Community Services Director.

AGENDA DATE: JANUARY 26, 2016

PAGE THREE

SUBJECT: BECOMING A COMMEMORATIVE PARTNER FOR THE
50TH ANNIVERSARY OF THE VIETNAM WAR

FISCAL IMPACT:

There is no fiscal impact in becoming a Commemorative Partner for the 50th Anniversary of the Vietnam War because the program is free and the materials needed for the marketing and promotion will be provided free of charge through the Commemorative Partner Program.

CEQA REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment because it is a discretionary (as opposed to ministerial) activity directly undertaken by a public agency, an activity supported in whole or in part by a public agency, or an activity involving the issuance by a public agency of some form of entitlement, permit, or other authorization and does not involve an irrevocable commitment or resources by the City of Chino Hills to the activity. Organizational administrative activities of governments will not result in direct or indirect physical changes in the environment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Konradt', written over a horizontal line.

Konradt Bartlam, City Manager

KB:VM:ssr

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A05

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING
PROGRAMS THROUGH CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY (CSCDA)

RECOMMENDATION:

Adopt a resolution entitled

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF CHINO HILLS IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

BACKGROUND/ANALYSIS:

On January 22, 2013, the City Council approved a memorandum of understanding (MOU) with the San Bernardino Associated Governments ("SANBAG") for participation in the Property Assessed Clean Energy (PACE) program. The PACE program provides opportunities to improve the energy and water efficiency of existing homes and businesses. The program provides property owners loans that are paid back over time through property tax assessments.

Last year, the California Statewide Communities Development Authority (CSCDA) established the Open PACE program as an additional resource for residential and commercial property owners to finance various energy efficiency improvements for their properties. CSCDA is the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and the California State Association of Counties (CSAC). The City is a CSCDA member. The Open PACE program is administered by CSCDA under AB 811, allowing property owners to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic-strengthening improvements as well as electric vehicle charging infrastructure. The program provides residential and commercial property owners the choice among two

prequalified program administrators: Counterpointe Energy and Renew Financial.. CSCDA (and not the City) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the improvements, and taking remedial actions in the event of delinquent assessment payments.

Even though this new program is similar to the SANBAG PACE program, it will provide additional choices for property owners to finance energy improvements. The CSCDA Open PACE program allows property owners to shop for the best price and service by choosing between two prequalified program administrators. The competition for the best terms, services, and interest rates will give property owners improved eligibility and an alternative for financing renewable improvements.

A third PACE provider, Ygrene Energy Fund, is currently being evaluated and will be brought to Council at a future date.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney.


ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

FISCAL IMPACT:

There is no cost to the City to participate in these PACE programs.

Respectfully submitted,

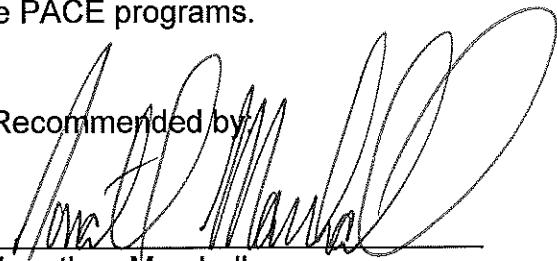


Konradt Bartlam
City Manager

KB:JM:AH:cfc

Attachment: Resolution

Recommended by



Jonathan Marshall
Community Services Director

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF CHINO HILLS IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Chino Hills (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1. The facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Properties in the City will benefit from the availability of the Programs and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

SECTION 3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

- a. The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- b. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

SECTION 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense.

SECTION 5. The City Manager or designee are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements, and related documents as are reasonably required by the Authority to implement the Programs.

SECTION 6. The City Council of the City of Chino Hills hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk of the City of Chino Hills is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

SECTION 8. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A06

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR ON-CALL PLANNING SERVICES

RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with Michael Baker International, Inc., in an amount not-to-exceed \$50,000, for on-call planning services.

BACKGROUND/ANALYSIS:

In September 2014, the City entered into an agreement with Pacific Municipal Consultants (PMC) for on-call planning services in an amount not-to-exceed \$50,000. Since that time, PMC's on-call planners have assisted the Community Development Department process a number of development projects. An extension of the on-call services is now required to continue processing on-going development projects. PMC has recently been acquired by Michael Baker International, Inc., and consequently a new agreement is required to continue to use the on-call planning services. The on-call planner will continue to be available to assist with private development activity, and the cost of the on-call planner will continue to be reimbursed to the City by the project developers.

The terms of the on-call planner would remain the same as the previous PMC agreement, with the planner assisting with the following services:

- Project management activities.
- Prepare, organize and present planning related reports to City committees, Planning Commissions and/or City Council.
- Provide information and technical assistance regarding City development requirements.
- Process development permit applications.
- Ensure compliance with City Municipal Code, General Plan and state law.
- Prepare and/or assist with preparation of staff reports and technical documents.

AGENDA DATE: JANUARY 26, 2016 PAGE 2
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL
BAKER INTERNATIONAL, INC. FOR ON-CALL PLANNING
SERVICES

- Review and/or prepare California Environmental Quality Act (CEQA) related documents.
- Other planning duties as assigned by the Community Development Department.

It is expected that the on-call planning agreement will remain in place until there is no longer a need to address an increase in private project developments.

ENVIRONMENTAL REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

REVIEW BY OTHERS:

This item was reviewed by the Finance Director and the Contract Compliance Officer.

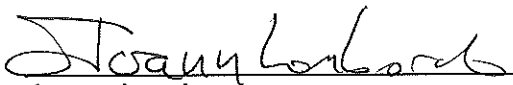
FISCAL IMPACT:

There is no negative fiscal impact to the General Fund. The services provided by the on-call Senior Planner will be reimbursed to the City by private project developers through Trust Deposit Accounts.

Respectfully submitted,


Konradt Bartlam, City Manager

Recommended by:


Joann Lombardo
Community Development Director

KB:JL:KP

Attachment: Professional Services Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS AGREEMENT, made and entered into this _____th day of January, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and MICHAEL BAKER INTERNATIONAL, INC., hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as reasonably required by the City and re-do, at its own cost, any work which the City finds requires revision due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on January 1, 2016. Consultant shall continue its services from Agreement No. A14-25 under this Agreement approved January 26, 2016.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement.

Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Except as required by applicable law, Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement. Confidential information or reports shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from City; (4) are or were disclosed by City to a third party generally without restriction on disclosure; (5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; (7) were lawfully received by Consultant directly from a client with respect to a specific project or information directly relating to a project; or (8) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law. City agrees not to solicit for employment the employees of the Consultant who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of one year after termination of this Agreement except with the written permission of the Consultant, except that nothing in this paragraph shall preclude the City from publishing or otherwise distributing applications and information about job openings where such publication or distribution is directed to the general public.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement.

Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section. If a conflict between such laws and regulations arises, thereby causing Consultant to not comply with the terms of this section, Consultant will immediately advise City of the situation in writing, at which time both parties shall work together to seek resolution and City will not interpret such conflict as a breach of the Consultant's responsibilities hereunder.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance. Such approval shall not be unreasonably withheld, delayed or conditioned.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager, which shall not be unreasonably withheld, delayed or conditioned.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information as may be reasonably required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible upon reasonable notice by City. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on December 30, 2016, unless otherwise extended in advance and in writing by the City Manager with mutual approval of Consultant. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to and including the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for

carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement ("Documents") shall, become the sole property of City. Consultant shall not be held liable for any modification or reuse of City-owned work product for purposes outside its original intent unless such is the result of Consultant's own actions or release of Documents in violation of this Agreement. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, or otherwise required by applicable law or governmental order, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Except as required by applicable law or by order of governmental agency, if Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including reasonable attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no officer, employee, agent or subcontractor having such interest shall perform services under this Agreement. With respect to this Agreement, Consultant understands that Consultant is processing development applications for the following developers and property owners on behalf of the City: Trumark Homes, Inc., Newcastle Partners and Indus Investment Group ("Applicants"). Consultant represents and warrants that Consultant does not provide services to any of these Applicants, and has not received any income or compensation of any kind from any of the Applicants in the previous twelve months. Further, if Consultant is proposed to work on any additional

applications involving any other developers or property owners within the City of Chino Hills during the course of this Agreement, City shall provide a list of all such developers or property owners to Consultant prior to Consultant commencing services on such applications.

Consultant shall determine whether Consultant provides services or has performed services for these developers or property owners in the previous 12 months and shall not provide services to the City involving applications from any such entities. Consultant understands that the City relies on Consultants' representations made pursuant to this subsection (b) of Section 12 in order to ensure compliance with the Political Reform Act, Government Code Section 87100, et seq., Government Code Section 1090 and other conflict of interest laws.

13. DEFAULT. In the event that Consultant is in material default of any of the provisions of this Agreement, and upon written notice by City to Consultant of such default, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City.

(c) City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Professional Service Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any negligent or wrongful act, error or omission of Consultant, its agents, officers, directors or employees, in performing any of the professional services under this Agreement.

(d) Indemnitees shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, other than Professional Service Claims set forth in subsection (c) of this Section 14 (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent caused by the negligent or wrongful conduct of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as provided in this subsection (d) of Section 14, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel reasonably acceptable to the City. The

Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified.

(e) The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14 (a) and (b) shall survive the expiration or earlier termination of this agreement.

(f) The Consultant's indemnification set forth in this Section 14 does not extend to Professional Service Claims or Claims occurring solely as a result of the City's negligent or willful acts or omissions.

15. INSURANCE.

(a) Insurance Requirements. Consultant shall provide and maintain insurance in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current AM. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(i) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(ii) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City, which shall not be unreasonably withheld, delayed or conditioned.

(iii) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all employees of the Consultant and all risks to such persons under this Agreement.

(iv) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(iv) Errors and Omissions Liability: \$1,000,000 per claim.

(b) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be canceled by the insurer or either party to this Agreement, except after 30 days' prior written notice by U.S. mail, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(i) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned; leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(ii) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

(c) Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind

(d) Coverage On Its Behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(i) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(ii) Any deductibles or self-insured retentions must be declared to City.

(iii) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8

U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all

other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City, which shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. City may not assign this Agreement without the prior written consent of Consultant.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that

he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City:
Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant:
Attention : Philip O. Carter
Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Compensation


25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

26. WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either City or Consultant have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable."

27. FORCE MAJUERE. In no event shall either City or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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

MICHAEL BAKER INTERNATIONAL, INC.

By: 
PHILIP O. GARTER, VICE PRESIDENT
Kevin Gustorf
CITY OF CHINO HILLS

By: _____
ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

EXHIBIT A

Scope of Services

Michael Baker International, Inc. will provide an On-Call Planner to work as On-Call staff to the City of Chino Hills Community Development Department. The On-Call Planner acceptable to the City will be assigned as the City's On-Call consultant. The On-Call Planner will assist with the project review and management of development projects and may be required to provide any of the following services:

- Project management activities.
- Prepare, organize and present planning related reports to City committees, Planning Commissions and/or City Council.
- Provide information and technical assistance regarding City development requirements.
- Process development permit applications.
- Ensure compliance with City Municipal Code, General Plan and state law.
- Prepare and/or assist with preparation of staff reports and technical documents.
- Review and/or prepare California Environmental Quality Act (CEQA) related documents.
- Other planning duties as assigned by the Community Development Department.

EXHIBIT B

Compensation

The original agreement between the City of Chino Hills and Michael Baker, International, Inc. for contract planning services is for a not-to-exceed amount of \$50,000.

Each project will be individually invoiced on a monthly basis for any work completed during that period. Billing Rates:

On-Call Planner: \$100 hour

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A07

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. A15-139 WITH RINCON CONSULTANTS INC. TO PREPARE AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE HIGGINS RANCH MIXED-USE DEVELOPMENT PROJECT (TRUMARK)

RECOMMENDATION:

Authorize the execution of Amendment No. 2 to Professional Services Agreement No. A15-139 with Rincon Consultants, Inc., increasing the agreement from \$80,681 to \$112,488 to cover additional traffic analysis tasks and meetings related to the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for the Higgins Ranch Mixed-Use Development project.

BACKGROUND/ANALYSIS:

On May 26, 2015, the City Council authorized the execution of Agreement No. A15-139 with Rincon Consultants, Inc. (Rincon) to assist the City with the preparation of the California Environmental Quality Act (CEQA) review for the Higgins Ranch Mixed-Use Development Project.

The Higgins Ranch Mixed-Use Development Project is an application by Trumark Homes, who is requesting the approval of Site Plan Review No. 14SPR04 for the development of the project consisting of 110 for sale residential dwelling units (42 attached townhomes and 68 small lot detached single-family residences) on 8.25 acres for a proposed density of 13.3 dwelling units per acre. The proposal also includes retail, office, and small scale coffee/restaurants within a two-story multi-tenant building and potentially a single tenant bank or food use building, totaling approximately 18,000 square feet on 2 acres; a Tentative Tract Map No. 19904 to subdivide the project; a Tract Home Design Review No. 406 for the review of the architectural design of the 68 small lot detached single-family residential units; a General Plan Amendment No. 14GPA02 to change the General Plan Land Use designation of the project site from Commercial to Mixed Use and to place the 110 dwelling units on the site; a Zone Change No. 14ZC02 to change the zoning designation of the project site from General Commercial (C-G) to Mixed Use (MU); and a Development Agreement to facilitate the terms of the overall development of the project and the transfer of 110 dwelling units to the project site, which would be in compliance with the City's Measure U Ordinance.

AGENDA DATE: JANUARY 26, 2016 PAGE 2
SUBJECT: AMENDMENT NO. 2 TO PROFESSIONAL SERVICES
AGREEMENT NO. A15-139 WITH RINCON CONSULTANTS, INC.
TO PREPARE AN INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION FOR THE HIGGINS RANCH MIXED-USE
DEVELOPMENT PROJECT (TRUMARK)

Rincon was tasked with preparing a Traffic Impact Analysis (subcontracted to Linscott, Law and Greenspan, Engineers), Noise and Acoustic Study, Air Quality Study (including Greenhouse Gas Emissions Analysis), Biological Resource Study, and a Cultural Resource Study to evaluate the potential impacts of the project and to prepare the associated Initial Study/Mitigated Negative Declaration.

Amendment No. 1 was approved by the City Manager on August 19, 2015 in the amount of \$4,025, which was due to additional out-of-scope work performed by LLG that was requested by City staff before the document was circulated for public review. Specifically, the additional work included preparing a parking demand forecast and a shared parking analysis for the commercial component of the project. The amendment resulted in an agreement amount of \$80,681.

The current increase associated with Amendment No. 2 is due to additional traffic analysis that was requested during the public review period for the draft IS/MND for the Project and additional public hearing attendance. Additional traffic analysis work included preparation of plans that illustrate intersection improvements that mitigate traffic impacts associated with the project, and additional analysis of the merging/diverging traffic at Soquel Canyon Drive ramps along on the 71 Freeway. These additional tasks are the reason for the amendment, and the additional tasks have been incorporated into the scope of work that is attached to Amendment No. 2, which includes a breakdown of the additional tasks and costs.

ENVIRONMENTAL REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

REVIEW BY OTHERS:

This item was reviewed by the Finance Director.

FISCAL IMPACT:

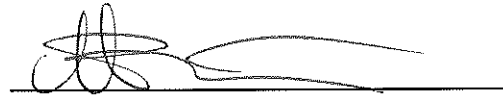
There is no negative fiscal impact to the General Fund as the services provided by Rincon will be reimbursed to the City by the applicant through Trust Deposit Accounts.

AGENDA DATE: JANUARY 26, 2016 PAGE 3
SUBJECT: AMENDMENT NO. 2 TO PROFESSIONAL SERVICES
AGREEMENT NO. A15-139 WITH RINCON CONSULTANTS, INC.
TO PREPARE AN INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION FOR THE HIGGINS RANCH MIXED-USE
DEVELOPMENT PROJECT (TRUMARK)

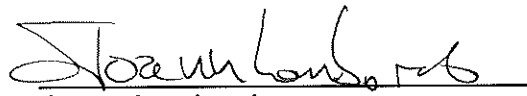
This amendment will increase the agreement amount from \$80,681 to \$112,488.

Respectfully submitted,

Recommended by:



Konradt Bartlam, City Manager



Joann Lombardo
Community Development Director

KB:JL:ES:KP

Attachments: Amendment No. 2 to Agreement No. A15-139
Letter dated January 8, 2016 re Contract Amendment
Trumark Homes Initial Study-Mitigated Negative Declaration

CITY OF CHINO HILLS

**AMENDMENT NO. 2 TO AGREEMENT NO. A15-139 FOR ENVIRONMENTAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 to Agreement No. A15-139, dated January 26, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City," and Rincon Consultants, Inc., hereinafter called "Contractor,"

Amend the Scope of Services to include the following:

1. Replace the existing Exhibit A with the attached Exhibit A.
2. Increase the annual "not to exceed" amount:

Original Contract Amount	\$ 76,656.00
Amendment No. 1	\$ 4,025.00
Amendment No. 2	<u>\$ 31,807.00</u>
Total Contract Amount (not to exceed)	\$112,488.00

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 2 to Agreement No. 15-139 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

RINCON CONSULTANTS, INC.

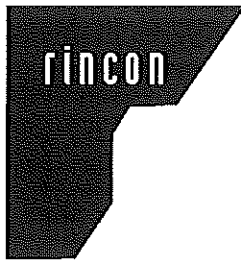
CITY OF CHINO HILLS


VICE PRESIDENT

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK



Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

805 644 4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

January 8, 2016
Project Number 15-01440

Eduardo Schonborn
Contract Senior Planner
City of Chino Hills
Community Development Department
14000 City Center Drive
Chino Hills, CA 91709

Subject: Contract Amendment – Trumark Homes Mixed Use Development IS-MND

Dear Mr. Schonborn:

As requested we are providing a contract amendment to add services to the scope for the Trumark Homes Mixed Use Development project. The additional cost can be found on the table on the following page. Cost adjustments include the following:

- Additional hours to accommodate attendance by Rincon Consultants at public hearings;
- Additional hours to accommodate attendance by Linscott, Law & Greenspan, Engineers (LLG) at public hearings;
- Additional hours for expanded traffic impact analysis to include a shared parking analysis, conceptual improvement/access design plan, supplemental Caltrans-related traffic analysis, and interchange evaluation at Butterfield Ranch Road/Euclid Avenue and State Route 71.

The table below outlines the added costs. The approved budget for the project (including Amendment No. 1 executed on August 19, 2015) was \$80,681. The proposed amendments would add an additional \$31,807 for a new total of \$112,488.

We appreciate the opportunity to continue to assist with the City with this assignment. Please let us know if you have questions.

Sincerely,
RINCON CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Lindsey Sarquilla".

Lindsey Sarquilla, MESM
Associate Environmental Planner

City of Chino Hills
 Trumark Homes Mixed Use Development IS-MND

Contract Amendment Cost Estimate 1-8-16

1/8/2016

Tasks	Cost	Rincon Labor Hours	Rincon Consultants				
			Principal I \$190/hour	Senior Staff II \$140/hour	Prof. Staff III \$110/hour	Graphics \$80/hour	Clerical \$70/hour
2. Technical Studies 2.5 Traffic Impact Study	See below						
5. Public Hearings (2 Additional)	\$3,960	24	12	12			
Subtotal Labor:	\$3,960	24	12	12			
Additional Costs							
Subtask 2.5 Traffic Impact Study	Cost	LLG Labor Hours	Linscott, Law & Greenspan, Engineers				
			Principal Engineer \$252/hour	TE III \$158/hour	TE I \$114/hour	EA II \$113/hour	Alde I \$55/hour
2.8 Parking Analysis Addendum	\$5,496	36	8	12	8	4	4
8. Attendance at Meetings	\$2,520	10	10				
9. Conceptual Improvement/Access Design Plan	\$5,944	48	4	4	16	20	4
10. Caltrans Supplemental Traffic Analysis	\$7,442	60	4	12	30	6	8
11. Butterfield Ranch Road/Euclid Avenue and SR-71 Interchange Evaluation	\$1,958	14	2	2	8	2	
Total Reimbursables	\$94						
Subconsultants	\$642						
Subtotal Labor:	\$24,096	168	28	30	62	32	16
Supplies, Mileage and Miscellaneous Expenses	\$119						
General and Administrative	\$3,632						
Subtotal Additional Costs:	\$27,847						
TOTAL LABOR PLUS ADDITIONAL COSTS	\$31,807						

Proposal to Prepare

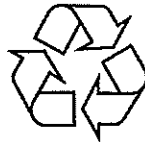
Trumark Homes Mixed Use Development
Initial Study-Mitigated Negative Declaration

City of Chino Hills
Community Development Department

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This proposal was printed on 50% recycled paper with 50% post-consumer content.

1.0 INTRODUCTION

The City of Chino Hills (City) is requesting services from an environmental consultant to assist with the California Environmental Quality Act (CEQA) review process for a proposed mixed use development located on the northwest side of the intersection of Trumark Homes Parkway and Los Serranos County Club Drive. The scope of services will consist of preparing technical studies and an Initial Study-Mitigated Negative Declaration (IS-MND) for the proposed project.

Rincon Consultants has prepared many environmental studies, IS-MNDs, and environmental impact reports (EIRs) for mixed-use projects throughout southern California that include elements similar to those associated with the project. We recently prepared CEQA documents for mixed-use developments in such communities as Pomona, La Verne, Stanton, Burbank, and West Hollywood. For the City of Chino Hills, we recently prepared an IS-MND on the highly controversial Overton Moore, Butterfield Ranch Apartments and Pinehurst Park project and the air quality and greenhouse gas (GHG) studies analyzing the impacts associated with the Chino Hills General Plan Update.

To augment our team, we have included Linscott, Law and Greenspan, Inc. (LLG) to prepare a traffic impact study. LLG has a good working relationship with the City of Chino Hills; they recently completed the Traffic Impact Analysis Report for the Fairfield Ranch Commons Apartments and Business Park Project and the Traffic Impact Analysis Report for the Overton Moore Butterfield Ranch Apartments & City Park. Rincon was the lead on the Overton Moore project and we can attest to LLG's work product quality.

Our mixed-use project experience, understanding of local environmental conditions and familiarity with the City of Chino Hills, will facilitate the efficient completion of the technical studies and IS-MND for the Trumark Homes Mixed Use Development project.

1.1 PROJECT UNDERSTANDING

The proposed Project is a mixed-use development consisting of 110 for-sale residential dwelling units (42 attached townhomes and 68 small lot detached single-family residences) and a two-story multi-tenant building, totaling approximately 8,000 SF. The multi-tenant building would include retail, office and small scale coffee/restaurants tenants and potentially a single tenant bank or food use. The commercial component of the Project would serve as a continuation of the existing commercial to the west while providing access and connectivity to the residential component of the mixed-use Project. Access to the Project will be provided via the signalized intersection of Trumark Homes Parkway and Pomona Rincon Road. The Project site is currently designated as a Commercial land use in the City's General Plan but is proposed to be re-designated as Mixed-Use in the City's General Plan Update.

The Project also includes construction of two preexisting approved Tentative Tract Maps (TTMs) consisting of 39 single-family detached units (TTM 17653 for 27 single-family units and TTM 17654 for 12 single-family units) that the developer will be complete concurrently with the proposed mixed use Project.

As part of the discretionary review process for the project, the City is requiring preparation of environmental studies and an IS-MND to demonstrate compliance with CEQA. Environmental studies requested by the City include:

- Air quality/greenhouse gas study
- Biological resources study
- Cultural resources study
- Noise and acoustic study
- Traffic impact analysis

As necessary, mitigation measures will be included in the environmental studies to avoid significant and adverse environmental impacts.

2.0 SCOPE OF WORK

The following scope of work has been developed based on our understanding of the proposed project, our previous experience completing environmental documents and associated technical studies for the City, and our knowledge of environmental regulations related to development projects, in particular in-fill residential development.

The following tasks define our approach to completing the IS-MND and CEQA review process. This proposal assumes that all project impacts can be mitigated to a less than significant level and that an EIR will not be required. However, if during the course of the preparation of the IS it is determined that one or more issues will or may have significant and unavoidable impacts, Rincon will notify the City immediately to discuss an appropriate course of action.

Task 1- Kick-Off Meeting

Rincon's Principal-in-Charge and Project Manager will attend a kick-off meeting with the City and, if appropriate, the applicant. The meeting will serve to discuss:

- Communication protocol
- Data needs
- Project timeline and steps in the environmental process
- Preview of any prominent issues for the project
- Schedule

Task 2 - Environmental Studies

Subtask 2.1 - Air Quality Study and GHG Study

Rincon proposes to prepare a combined air quality/greenhouse gas (AQ/GHG) technical report since the background information and underlying calculations are closely related. The AQ analysis will be prepared in accordance with the methodologies prescribed by the South Coast Air Quality Management District (SCAQMD). The air quality analysis will include the following:



- Model temporary and long-term emissions using the most current version of the California Emissions Estimator Model (CalEEMod). Emissions will be calculated based on the scope of the project and associated vehicle trips.
- Compare temporary emissions generated during demolition, site preparation, and construction to SCAQMD regional thresholds and Localized Significance Thresholds (LSTs).
- Calculate operational emissions based on the land use and traffic trips associated with the proposed project using the latest version of CalEEMod. The daily operational vehicle trips used in the analysis will be based on the traffic report prepared by Linscott, Law and Greenspan.
- Perform a carbon monoxide “hot spot” screening analysis if the traffic report indicates that an intersection(s) will be substantially congested. There is no evidence to indicate that dispersion using the CALINE4 model would be required for the proposed project.
- Discuss odors associated with diesel-fueled vehicles, particularly as they relate to construction.
- Analyze the project’s consistency with the SCAQMD’s air quality management plan.
- Identify measures that the applicant proposes to use to reduce air quality impacts, such as:
 - *Specific worker transportation control measures during the construction period;*
 - *Dust control measures during construction and operation;*
 - *Measures to minimize or avoid stationary source emission impacts; and*
 - *Measures to minimize engine idling during construction.*
- Develop mitigation measures and recommendations as needed to reduce pollutant emissions to the extent feasible and practicable.

The GHG analysis will evaluate the project’s potential contribution to cumulative impacts related to climate change. The analysis will include the following tasks:

- Describe the applicable GHG emissions/climate change regulatory framework, including all applicable federal, state, and local regulations and standards.
- Describe the methodology and significance thresholds, which will detail the criteria for determining a project’s contribution to cumulative GHG emissions/climate change impacts (SCAQMD’s recommended threshold is 3,000 metric tons/year).
- Quantify carbon dioxide equivalent (CO₂E) units associated with proposed construction and project operation (emissions will be estimated for construction, motor vehicle trips, natural gas combustion, electricity use, water demand, and solid waste generation).
- Determine the significance level of project generated GHG emission contributions to cumulative GHG emissions/climate change.
- Identify any necessary or recommended mitigation measures (including measures already included to address other short-term and operational air quality impacts).
- Assess residual GHG emissions impacts.

Subtask 2.2 - Biological Resources Study

The Biological Resources Study will start with a review of literature and databases on regional



biological resources, and the development of a target list of special-status species and vegetation communities that could occur on or in the vicinity of the project site. A reconnaissance-level biological survey will be conducted to evaluate the site's existing conditions, and the site's potential to support special status species and vegetation communities. We have conducted multiple biological studies throughout the region and are knowledgeable of the common and special-status biological resources known to occur in the project vicinity that may be encountered. Following our field survey, we will prepare a report of findings that will include a map identifying the vegetation communities or habitat types observed on-site. The report will specifically include:

- 1) Methodology of the assessment
- 2) Summary of the available existing information and data used in the assessment (e.g., review of the California Natural Diversity Data Base, communications with agency personnel)
- 3) Results of the reconnaissance-level survey, including a vegetation map
- 4) Recommendations to avoid, minimize, and/or mitigate, as applicable, potential impacts to special status biological resources following current standards to facilitate the use of this information in the CEQA review process

The vegetation map will illustrate the on-site vegetation communities and habitat types, and the locations of any special status species, or sign thereof, and vegetation communities, if encountered during the survey. The identification and mapping of suitable habitat for special status species will be based on a habitat suitability analysis level and does not include definitive surveys for the presence or absence of the plant and animal species that may be present. Definitive surveys for special status plants and animals require specific survey protocols requiring extensive field survey time to be conducted only at certain times of the year. Our report will identify potential project impacts and recommended avoidance, minimization, and/or mitigation measures, as applicable, for both direct and indirect effects to on-site biological resources. The biological resources report will also identify whether any further studies may be required.

Subtask 2.3 - Cultural Resource Study

The cultural resources technical report will involve a records search, initial Native American scoping, and cultural resources survey; as described below. This technical report will document the results of the records search, Native American consultation, and field survey. In addition, the report will provide management recommendations for resources within or near the project site. The report will be prepared following the *California Office of Historic Preservation's (OHP) Archaeological Resource Management Reports (ARMR): Recommended Contents and Format guidelines (OHP 1990)*. The report will include a map depicting the area surveyed for cultural resources and all required appendices. For the purposes of this scope of work and cost estimate, Rincon assumes that the cultural resources study will be negative (i.e., no cultural resources will be encountered that require recordation or evaluation for California Register of Historical Resources (CRHR) eligibility).

Cultural Resources Records Search

Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius around the project site at the San Bernardino Archaeological Information Center (SBAIC) at the San Bernardino County Museum. The primary purpose of the records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project site. In addition to the archaeological inventory records and reports, historic maps, the National Register of Historic Places (NRHP), CRHR, the California Historical Resources Inventory, and the listing of California Historical Landmarks will be examined. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project site. A map showing the results of the literature search, including areas previously inventoried and previously recorded sites, will be provided. Rincon assumes that SBAIC will conduct this records search within a maximum direct expense of \$400.

Initial Native American Scoping

Rincon will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine whether any NAHC-listed Native American sacred lands are located within or adjacent to the project site. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. Rincon will prepare and mail a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the project site. No telephone calls or meetings with Native Americans are included in this proposal, nor does this work scope constitute government-to-government consultation under Senate Bill 18 of 2005. At the City's request, the Rincon team is available to provide additional Native American consultation, and can prepare a separate proposal for these services.

Cultural Resources Field Survey

Upon completion of the CHRIS records search, Rincon will conduct a Phase I intensive pedestrian survey of the project site. A Rincon cultural resources specialist will conduct the survey using pedestrian transects spaced at maximum intervals of 10-15 meters, covering the entire project site. Transect accuracy will be maintained through use of a hand-held global positioning system unit. Should any cultural resources (archaeological, historic built, or traditional cultural resources) be identified during the survey, a change order for formal recordation or record updating would be requested. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Subtask 2.4 - Noise and Acoustic Study

The routing of traffic associated with the project will be a critical element in determining the significance of noise effects associated with the Project. Rincon will use the information provided by the traffic report to determine the possible effects on sensitive receptors. The following outlines the tasks involved in the noise technical study:

- Acquire ambient noise measurements at up to four locations. The duration of each monitoring session will be 20 minutes. Monitoring locations will be near sensitive receptors that could be affected by temporary construction activities and traffic

associated with project operation. Measurements will be taken using an ANSI Type II sound level meter in accordance with standard protocols.

- Characterize and generally quantify on-site construction activities to determine local construction noise effects. This will be based on typical equipment use, duration, and location of use.
- Input project traffic into the federal Traffic Noise Model (TNM ver. 2.5) to quantify noise effects along local roadways.
- Determine the significance of effects based on the City's Noise Element, Noise Ordinance, and/or California Environmental Quality Act (CEQA) significance guidelines.
- Develop recommendations and measures if necessary to mitigate possible significant construction and operational effects to below threshold levels.

Subtask 2.5 - Traffic Impact Study and Truck Route Study

LLG will prepare the traffic impact study with a truck route study. LLG will conduct the scope of work described below.

Task 1: Project Mobilization

- 1.1 Confirm the development description with the client, work schedule, and assumptions to be utilized in the traffic study. Discuss assumptions to be used associated with the project completion year and anticipated phasing, if any. Obtain a current project site plan that illustrates the access scheme to the project site in both hard copy and digital formats.
- 1.2 Contact City of Chino Hills staff to discuss the project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study.
- 1.3 In consultation with City staff, prepare a scope of work agreement detailing the study area, assumptions and overall traffic study requirements, and submit to City staff for review and approval.

Task 2: Data Collection and Research

In this task, we will collect the data necessary to prepare the traffic impact analysis.

- 2.1 Visit the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project.
- 2.2 In conjunction with Task 2.1, confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features for key intersections along Soquel Canyon Parkway, Butterfield Ranch Road, Pomona Rincon Road and other key roadway segments.



Potential study intersections, subject to confirmation by City staff, consist of the sixteen (16) locations (1-16) as identified in the City's RFP, plus two additional locations (17-18) recommended by LLG:

Key Study Intersections

1. SR-71 NB Ramps at Chino Hills Parkway (City of Chino Hills/Caltrans)
2. SR-71 SB Ramps at Chino Hills Parkway (City of Chino Hills/Caltrans)
3. Ramona Avenue at Chino Hills Parkway (City of Chino Hills/Chino)
4. Monte Vista Avenue (S) at Chino Hills Parkway (City of Chino Hills/Chino)
5. Monte Vista Avenue (N) at Chino Hills Parkway (City of Chino)
6. Central Avenue at Chino Hills Parkway (City of Chino)
7. SR-71 NB Ramps at Ramona Avenue (City of Chino Hills/Caltrans)
8. SR-71 SB Ramps at Ramona Avenue (City of Chino Hills/Caltrans)
9. El Prado Road at Central Avenue (City of Chino)
10. Fairfield Ranch Road at Central Avenue (City of Chino Hills)
11. SR-71 NB Ramps at Central Avenue (City of Chino Hills/Caltrans)
12. SR-71 SB Ramps at Soquel Canyon Pkwy (City of Chino Hills/Caltrans)
13. Pomona Rincon Road at Soquel Canyon Parkway (City of Chino Hills)
14. Butterfield Ranch Road at Soquel Canyon Parkway (City of Chino Hills)
15. Butterfield Ranch Road at Picasso Drive (City of Chino Hills)
16. Butterfield Ranch Road at Pine Avenue (City of Chino Hills)
17. Slate Drive at Soquel Canyon Parkway (City of Chino Hills)
18. Los Serranos Country Club Dr at Torrey Pines Drive (City of Chino Hills)

2.3 Research data at the City of Chino Hills, adjacent jurisdictions (i.e. City of Chino) and recent traffic impact studies prepared for developments in the project vicinity (i.e. The Santa Barbara Mixed-Use TIA) that may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by City staff.

2.4 Coordinate with City staff and obtain existing traffic counts. Conduct supplemental AM peak period and PM peak period traffic volume counts at up to eighteen (18) study intersections. The traffic counts will be conducted between the hours of 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM and include truck classifications. This traffic volume data will be utilized in the traffic impact analysis for the project. For the intersection of Pomona Rincon Road at Soquel Canyon Parkway, queuing observations will be conducted during the AM peak period.

The number and location of the study intersections will be verified with City staff prior to commencement of the analysis. Should traffic and analysis of additional intersections be required (i.e. more than 18 intersections), an amendment to our contract will be necessary.

Subject to the approval of City staff, the existing traffic count database collected as a part of the Traffic Impact Analysis Report for the Fairfield Ranch Commons Apartments and

Business Park Project will serve as the baseline conditions and supplemented with additional traffic counts.

The traffic data collection effort for this Project will need to be collected no later than the first week of June 2015 prior to Summer Recess when local area schools are closed for the summer.

- 2.5 Conduct supplemental 24-hour machine traffic counts at up to 10 key roadway segments, with a focus to Soquel Canyon Parkway, Pomona Rincon Road and Butterfield Ranch Road to support the Greenhouse Gas, Air Quality and Noise analyses.

2.6 Parking Analysis

- 2.6.1 Develop a parking demand forecast for the commercial component of the Project, based strictly on City of Chino Hills off-street parking codes. For this analysis the proposed 18,000 SF retail center will include of 9,000 SF of retail space and 9,000 SF of restaurant uses consisting of a mix of casual dining, quick serve restaurant and café uses.
- 2.6.2 Develop a parking demand forecast for the commercial component of the Project based on the City of Chino Hills off-street parking code ratios applied to the ULI shared parking methodology (2nd Edition). In this application, city code ratios for individual components of the site are subjected to time-of-day profiles coming from the ULI methodology, and those time-wise profiles of demand are summed for the entire site on a weekday and a weekend day, rather than a summation of the individual peak requirements represented in the City's code. This approach recognizes that not all individual components of the site will experience their peak parking needs at the same time of day, or day of week.

2.7 Preparation of Parking Study

- 2.7.1 A shared parking demand analysis will be included with the traffic study, which details all of the above-mentioned items, our findings and conclusions. The shared parking assessment will be suitably documented with appropriate text, tabular, graphic, and appendix materials.

2.8 Parking Analysis Addendum

- 2.8.1 Visit Soquel Canyon Crossings to confirm existing mix of use and hours of operation for mix of uses as provide by the City/project applicant. Field verify existing parking supply.

Develop a parking demand forecast for Soquel Canyon Crossings current tenant mix, based strictly on City of Chino Hills off-street parking codes. Develop a shared parking demand forecast for Soquel Canyon Crossings. Calculate the combined shared parking demand for Soquel Canyon Crossings and the Project's proposed 18,000 SF retail center.

2.8.2 Develop a parking demand forecast for the residential component of the project based on strictly on the City of Chino Hills off-street parking codes for residential uses. Review project development plans to calculate/estimate proposed parking supply for the residential uses and identify garage spaces, driveway spaces and on-street parking supply for the residential component (number of on-street spaces to be verified with City staff based on updated site plans).

2.8.3 Forecast the shared parking demand for the residential guest demand and the commercial component of the Project based on the City of Chino Hills off-street parking code ratios applied to the ULI shared parking methodology (2nd Edition). In this application, city code ratios for individual components, including residential guest, of the site are subjected to time-of-day profiles coming from the ULI methodology, and those time-wise profiles of demand are summed for the entire site on a weekday and a weekend day, rather than a summation of the individual peak requirements represented in the City's code. This approach recognizes that not all individual components of the site will experience their peak parking needs at the same time of day, or day of week.

The shared parking analysis recognizes that the City of Chino Hills will allow the use of on-street parking on the private streets to satisfy the resident guest parking requirement. The parking assessment will identify if a portion of the "retail center's" parking supply will be required to satisfy the residential guest parking demand.

2.8.4 Develop Parking Management Plan (PMP) strategies to ensure sufficient parking for retail center customers/employees is provided and identify parking opportunities for residential guest.

2.8.5 At the direction of the City, prepare a parking sensitivity analysis to determine the potential mix of retail and restaurant floor area to ensure adequate parking is provided for the proposed Project. The current mix is 9,000 SF of retail space and 9,000 SF of restaurant space.

2.8.6 An updated shared parking demand analysis will be included with the traffic study, which details all of the above-mentioned items, our findings and conclusions, including the shared parking implications/requirements associated with Soquel Canyon Crossings and the residential guest parking requirements. The revised shared parking assessment will be suitably documented with appropriate text, tabular, graphic, and appendix materials.

2.8.7 Coordinate with City staff regarding the findings of the parking analysis and revise if necessary to address comments.

Task 3: Trip Generation, Distribution, and Assignment



- 3.1 Prepare trip generation forecasts for the proposed Project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The trip generation forecasts will be derived from trip rates listed in Trip Generation, 9th Edition, published by the Institute of Transportation Engineers (ITE) in 2012. Appropriate adjustments to the trip generation potential of the Project to account for internal capture and/or pass-by traffic will be made.
- 3.2 Assign the forecasted AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site, and input from City staff. Alternatively, contact SANBAG and/or an approved traffic modeling consultant and request a select zone assignment plot for the residential use of the Project. The assumed distribution pattern will be submitted for review and approval by City staff prior to finalization.
- 3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours utilizing the ITE Trip Generation publication. The AM and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system.
- 3.4 Develop AM peak hour and PM peak hour "existing plus project" traffic volume projections for up to 18 intersections and 10 roadway segments.
- 3.5 Develop AM peak hour and PM peak hour "near-term cumulative plus project" traffic volume projections based on the application of an annual growth factor to the existing traffic volumes, plus the addition of cumulative project traffic plus the addition of Project traffic for up to 18 intersections and 10 roadway segments.
- 3.6 Contact San Bernardino Associated Governments (SANBAG) staff and/or an approved traffic modeling consultant (LSA) and formally request baseline and Year 2035 link-level build-out traffic model projections/runs. The link traffic volumes will be post-processed to determine daily, AM peak hour and PM peak hour Year 2035 build-out traffic volumes without Project traffic for up to 18 intersections and 10 roadway segments. Obtain base year model plots and as well as truck assignment plots are necessary.

Task 4: Project Evaluation and Mitigation Measures

- 4.1 Prepare AM peak hour and PM peak hour Level of Service (LOS) calculations at up to 18 study intersections for existing conditions, existing plus project conditions, as well as for future near-term and future long-term (Year 2035) conditions, both without and with the proposed project to determine the potential impacts of the proposed project.
- 4.2 Utilize the City of Chino Hills approved capacity analysis methodology (i.e. Highway Capacity Manual methodology) for the determination of the intersection Levels of Service for the following traffic impact scenarios. The traffic analysis conditions will be confirmed with City staff prior to initiation of the analysis.

A. Existing Traffic Conditions;



- B. Existing plus Project Traffic Conditions;
- C. Scenario B with Mitigation (if necessary);
- D. Near-Term Cumulative Traffic Conditions;
- E. Near-Term Cumulative plus Project Traffic Conditions; and
- F. Scenario E with Mitigation (if necessary);
- G. Year 2035 Long-Term Cumulative Traffic Conditions;
- H. Year 2035 Long-Term Cumulative Plus Project Traffic Conditions; and
- I. Scenario H with Mitigation (if necessary).

Any unsignalized intersections or project driveways will be analyzed using the methodology contained in the most current Highway Capacity Manual.

- 4.3 Assess the impact of the project based on the results of the peak hour intersection analyses, the City's LOS standards and application of the City's significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed project to less than significant levels.
- 4.4 Provide recommended mitigation measures which may include intersection and/or signalization improvements, striping modifications, potential widening and right-of-way implications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc.

This proposal assumes that the recommended mitigation measures can be adequately described within the text of the report. Should the City request preparation of plans to further demonstrate the feasibility of the mitigation measures, an amendment to our contract will be necessary.

- 4.5 Calculate the net traffic increment (fair-share percentage) due to the project at the impacted intersections. Based on the required mitigation measures, estimate the project's fair-share towards the cost of the proposed mitigation improvements based on the unit costs documented in the outlined in the CMP for San Bernardino County.

Task 5: Site Access Evaluation

- 5.1 Review the proposed site plan(s) and provide recommendations regarding site access and circulation. Prepare AM and PM peak hour LOS calculations at the project driveway(s), including queuing analyses.
- 5.2 Review the proposed access and internal circulation scheme of the proposed project's apartment component and retail/commercial and provide comments regarding the on-site circulation/parking lot layout and design, ingress and egress safety opportunities and constraints, adequate sight distances at project driveways, pedestrian circulation, service/delivery truck access and loading areas, locations of proposed driveways with respect to existing (conflicting) driveways, striping configurations, and median modifications, if any.

Task 6: SR-71 Interchange Queuing Assessment



- 6.1 Conduct a queuing assessment for the SR-71 off-ramps at the Soquel Canyon/Central Avenue Interchange and Ramona Avenue/Chino Hills Parkway for Existing plus Project and Near-term/Long-term Cumulative Traffic Conditions without and with Project Traffic.

Task 7: Preparation of the Traffic Impact Study

- 7.1 Prepare a draft traffic impact study in report format, consistent with the Traffic Impact Study Guidelines for Development Projects in the City of Chino Hills that details all of the above-mentioned items, our analysis, findings and conclusions. The draft report will be suitably documented with tabular, graphic and appendix materials. The draft traffic study will be submitted for your review and review by appropriate members of the project team, as well as City staff.
- 7.2 If necessary, revise the draft report based on project team and City comments and submit a final traffic report to Rincon Consultants, Inc. for inclusion into the project's Initial Study (IS)/Mitigated Negative Declaration (MND). The final traffic report will be suitably documented with all tabular, graphic and appendix materials.

Task 8: Attendance at Meetings

- 8.1 This proposal assumes preparation for and attendance by LLG at up to two (2) project team and/or City meetings. This proposal allocates three (3) hours by the Principal Engineer at each of these meetings.
- 8.2 This proposal assumes preparation for and attendance by LLG at up to five (5) public hearings at the City of Chino with the Planning Commission and/or City Council. This proposal allocates five (5) hours by the Principal Engineer at each of these meetings.

Task 9: Conceptual Improvement/Access Design Plan

- 9.1 Review existing conditions for Central Avenue/El Prado Road, Central Avenue/Fairfield Ranch Road and Soquel Canyon Road/Pomona Rincon Road-Project Driveway to confirm existing conditions to validate existing signing and striping layout.
- 9.2 Develop an existing intersection layout that graphically illustrate current roadway and intersection conditions, inclusive of intersection geometry/assignments and lane dimensions for Central Avenue/El Prado Road, Central Avenue/Fairfield Ranch Road and Soquel Canyon Road/Pomona Rincon Road-Project Driveway.
- 9.3 Based on the findings of the updated TIA, prepare three (3) conceptual improvement plans for Central Avenue/El Prado Road, Central Avenue/Fairfield Ranch Road and Soquel Canyon Road/Pomona Rincon Road-Project Driveway that illustrate necessary improvements to implement recommended mitigation measures and/or project access design features at the project's main signalized driveway.

The conceptual improvement plans will be prepared to scale using AutoCAD drafting software. Our plans will include recommended striping revisions/modifications to implements recommended mitigation measures. At the project limits to the east, west,

north and/or south, we will reference in existing striping based on topographic information and field review/existing aerials.

- 9.4 Submit concept plans to the City of Chino Hills and/or the City of Chino for review. Present information to the City of Chino Hills Planning Commission.

Task 10: Caltrans Supplemental Traffic Analysis

- 10.1 Research Caltrans website to obtain the most current freeway volumes along SR-71 Freeway. Apply the "K" and "D" factors presented on the Caltrans website to the AADT volumes to generate the AM and PM peak hour directional freeway traffic volumes.
- 10.2 Distribute and assign anticipated Project traffic as well all the cumulative projects traffic to the freeway system based on anticipated traffic patterns to and from the site and/or to forecast near-term freeway segment peak hour traffic volumes as well as develop on-ramp and off-ramp traffic volumes for the SR-71 Freeway Northbound and Southbound Ramps to and from Soquel Canyon Parkway/Central Avenue
- 10.3 Determine buildout traffic volume forecasts through the utilization of the SCAG traffic model output for the SR-71 as well as the SR-71 Freeway Northbound and Southbound Ramps to and from Soquel Canyon Parkway via the following methodology:
- Calculate the difference between the baseline and the Year 2035 buildout peak period traffic volumes and convert to AM and PM peak hour (i.e., one-hour) link traffic volumes;
 - Link traffic volumes (i.e., two-way directional traffic volumes on each freeway segment) will be post-processed using the City approved methodology and the relationship of the base year validation model run output to the base year "ground" traffic counts.
- 10.4 Based on the traffic volume forecasts developed as a part of the above tasks, prepare a Freeway Ramp (Merge/Diverge) Analysis for the SR-71 Freeway Northbound and Southbound Ramps to and from Soquel Canyon Parkway, using the methods provided in the current Highway Capacity Manual for the scenarios listed below per Caltrans requests:
- Existing Traffic Conditions,
 - Year 2018 Traffic Conditions,
 - Year 2018 Plus Project Traffic Conditions,
 - Scenario (3) with Recommended Improvements, if necessary,
 - Year 2035 (Year 2040 per Caltrans) Traffic Conditions,
 - Year 2035 (Year 2040 per Caltrans) Plus Project Traffic Conditions, and
 - Scenario (8) with Recommended Improvements, if necessary.
- 10.5 Forecast peak hour traffic volumes to the Year 2040 at the SR-71 NB ramps and SR-71 SB Ramps intersections with Soquel Canyon Parkway/Central Avenue and prepare supplemental level of service calculations for these two key intersections.



- 10.6 Prepare a technical memorandum that details all of the above-mentioned items, our analysis, findings and conclusions. The technical memorandum will be suitably documented with tabular, graphic and appendix materials. The technical memorandum will be submitted for your review and review by appropriate members of the Project team/City staff.
- 10.7 If necessary, update the technical memorandum based on Project team/City staff comments, and submit an updated technical memorandum study to the City for incorporation into the final environmental document and in response to Caltrans comments.

Task 11: Butterfield Ranch Road/Euclid Avenue and SR-71 Interchange Evaluation

- 11.1 Conduct a traffic impact sensitivity assessment of the project's potential impacts at the Euclid Avenue/Butterfield Ranch Road and SR-71 Interchange in response to Planning Commission comments.

Existing traffic counts will be researched and forecast traffic volumes will be developed for Existing Plus Project, Year 2018 Cumulative Plus Project and Year 2035/Year 2040 Buildout Plus Project and service level calculations will be prepared to determine if the Project has a significant traffic impact.

- 11.2 Prepare a technical memorandum that details our analysis, findings and conclusions. The technical memorandum will be suitably documented with tabular, graphic and appendix materials. The technical memorandum will be submitted for your review and review by appropriate members of the Project team/City staff.

Task 3 - Administrative Draft IS

Concurrently with the technical studies, Rincon will prepare an Administrative Draft IS using the CEQA Appendix G environmental checklist. Rincon will submit one electronic copy of the Administrative Draft IS in PDF format and 5 bound copies of the IS-MND and technical studies. The Administrative Draft IS will evaluate each of the 18 issue areas on the CEQA environmental checklist. Rincon will incorporate information from any relevant and available technical studies to assist in addressing checklist issues and summarize the environmental studies that Rincon's team will conduct. Where appropriate, impacts will be quantified in relation to established thresholds of significance. A determination of significance will be made for each issue area and mitigation measures will be provided as necessary for identified significant effects. Although each topic will be discussed in appropriate detail in the Administrative Draft IS, we anticipate that key issue areas for the project will include air quality and GHG, biological resources, cultural resources, noise, and transportation/traffic. Rincon will summarize information from the environmental studies completed for these issue areas in the IS. In addition, the studies will be included as appendices to the IS-MND.

Task 4- Public and Agency Review Draft IS-MND



Assuming that the project can be processed with an IS-MND, Rincon will respond to internal team comments on the Administrative Draft IS and format the document as a Draft IS-MND to be distributed for a 30-day public review. Up to 21 bound copies and 15 CDs of the Draft IS-MND will be provided to the City. Rincon will prepare the Notice of Intent to Adopt an IS-MND, a Notice of Completion and draft newspaper notices and will be responsible for mailing of the Draft IS-MND to the State Clearinghouse and responsible agencies, as well as publishing of the required newspaper notice. Rincon will distribute the document and perform required noticing.

Task 5 - Final IS-MND

Upon receipt of all public comments on the Draft IS-MND, Rincon will prepare draft responses for City review. Upon receipt of internal review comments on the draft responses, we will incorporate changes and prepare the Final IS-MND. Upon Final IS-MND approval, Rincon will produce up to 5 hard copies and 5 CDs of the Final IS-MND (including responses to comments). We will also prepare the CEQA findings for the project and include them in electronic format. Rincon will file the Notice of Determination (NOD) within five days of any project approval.

Task 6 - Project Management Meetings and Hearings

Subtask 6.1 - Project Management Meetings

In addition to the kick-off meeting, Rincon's Principal-in-Charge and/or Project Manager will attend up to three meetings with City staff. These meetings will be scheduled as appropriate and are anticipated to occur after completing the Administrative Draft IS and prior to producing the Final IS-MND.

Subtask 6.2 - Public Hearings and Community Meeting

Rincon's Principal-in-Charge or Project Manager will attend a minimum of six public hearings (four meetings for Planning Commission and two meeting for City Council) on the project. If requested, we will prepare and deliver a presentation that summarizes the CEQA process and the findings of our analysis.

Task 7 - Notices and Mailings

As discussed in Tasks 4 and 5, Rincon will be responsible for the required CEQA notices. These include the following:

- Mailing of the Draft IS-MND, Notice of Intent and Notice of Completion to the State Clearinghouse, responsible agencies, interested public, county clerk, and trustee agencies
- Publishing of the Notice of Intent to Adopt an IS-MND in a newspaper of general circulation
- Filing the Notice of Determination with the State Clearinghouse and/or County Clerk



Subtask 7.1 - Request for No Effect with the CDF&W

Rincon will review the project information and coordinate with the CDF&W to determine if the project is eligible for a No Effect Determination. If so, Rincon will complete the No Effect Determination form and submit to CDF&W for review and concurrence. If a No Effect Determination is made, the CDF&W CEQA Notice of Determination filing fee will be waived.

3.0 SCHEDULE

The following schedule was developed to identify the projected timeline for each task and overall duration of the proposed project.

- **Kick-Off Meeting** – Rincon’s Principal-in-Charge and Project Manager will attend a kick-off meeting within 1 week of authorization to proceed.
- **Environmental Studies** – Rincon will complete the biological and cultural resource studies within 5 weeks of receipt of notice-to-proceed. The air quality/GHG and noise studies are dependent in part on the traffic study. For scheduling purposes, we assume that the traffic study will require 4-5 weeks to complete. The air quality/GHG and noise studies will be completed at approximately the same time.

The traffic count program identified in Traffic Study scope Tasks 2.4 and 2.5 will need to be collected no later than the first week of June 2015 prior to Summer Recess when local area schools are closed for the summer.

- **Administrative Draft IS** – Rincon will submit the Administrative Draft IS within 8 weeks of project kickoff. Rincon has estimated a 2-week City review period.
- **Public and Agency Review Draft IS-MND** - Rincon will submit a Draft IS-MND within one week of receipt of comments from the City on the Administrative Draft IS. The Draft IS-MND will be distributed for the required 30-day public and agency review period. The No Effect Determination request will be submitted to CDF&W during the review period.
- **Final IS-MND** – Within two weeks of the close of the public and agency review period, Rincon will submit a Final IS-MND for City review. Rincon has estimated a 1-week City review period. Rincon will publish the Final IS-MND within 1 week of receipt of City comments.
- **Notices and Mailings** – Rincon will prepare the Notice of Intent to Adopt an IS-MND and submit the required CEQA notices along with the Review Draft IS-MND. The Notice of Determination will be prepared and the required CEQA notices processed after the Final IS-MND has been adopted. We have estimated approximately 30 days to receive a response from CDF&W. It is assumed for scheduling purposes that the No Effect Determination letter would be received from CDF&W prior to adoption of the IS-MND by the City.
- **Project Meetings and Hearings**– Rincon will attend 3 public hearings and 1 community meeting. For purposes of this proposal, we have scheduled the



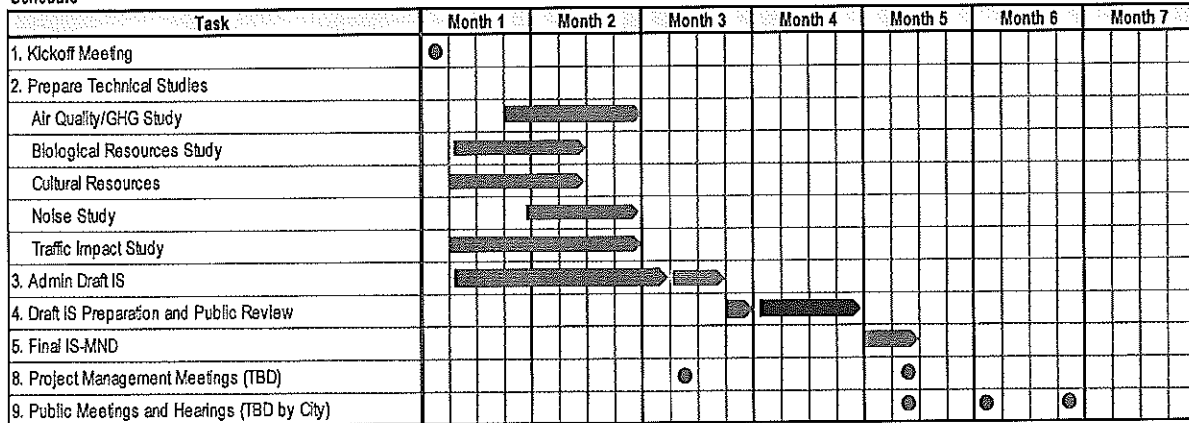
Proposal to Prepare
Trumark Homes Mixed Use Development IS-MND

community meeting during the City's review of the Final IS-MND. The first public hearing is scheduled for 1 week after completing the Final IS-MND and a second public hearing is scheduled for 2 weeks after the first public hearing. In addition, we will attend 2 project management meetings. We propose to schedule the first project management meeting after completing the Administrative Draft IS and immediately after close of the Draft IS-MND public review period.

City of Chino Hills
Trumark Homes Mixed Use Development IS-MND

Schedule

4/10/2015



4.0 COST

Our fee to complete the scope of work is **\$112,493**, as detailed in the following table. This includes the cost to complete the environmental technical studies, IS-MND, and processing the required CEQA notices and mailings.

City of Chino Hills
Trumark Homes Mixed Use Development IS-MND

Cost Estimate

12/17/2015

Tasks	Cost	Rincon Labor Hours	Rincon Consultants				
			Principal I \$190/hour	Senior Staff II \$140/hour	Prof. Staff III \$110/hour	Graphics \$80/hour	Clerical \$70/hour
1. Kickoff Meeting	\$1,320	8	4	4			
2. Technical Studies							
2.1 Air Quality Study and GHG Emission Analysis	\$2,900	27	1	4	20	1	1
2.2 Biological Resources Report	\$3,700	36	1	2	30	2	1
2.3 Cultural Resources Study	\$3,260	30	1	6	20	2	1
2.4 Noise and Acoustic	\$3,210	30	2	2	24	1	1
2.5 Traffic Impact Study	See below						
3. Administrative Draft IS							
Other CEQA Checklist Issue Areas (13)	\$8,760	62	4	10	40	4	4
3. Public Review Draft IS-MND	\$2,020	18	2	4	8		4
4. Final IS-MND							
Responses to Comments	\$2,680	20	4	8	8		
Mitigation Monitoring and Reporting Program	\$680	6		2	4		
Final IS-MND Publication	\$960	10		2	4		4
5. Public Hearings (6)	\$7,920	48	24	24			
6. Project Management Meetings (2)	\$2,360	14	8	6			
7. Notices and Mailings							
7.1 No Effect with CDFW	\$480			2	2		
Project Management	\$2,920	20	8	8			4
Subtotal Labor:	\$41,170	329	59	84	160	10	20
Additional Costs							
Linscott Law & Greenspan (Traffic Impact & Truck Route Study)	\$58,400						
Printing: Administrative Draft IS-MND (5 copies)	\$150						
Draft IS-MND (22 copies)	\$990						
Draft IS-MND (15 CDs)	\$225						
Final IS-MND (6 copies)	\$300						
Final IS-MND (5 CDs)	\$75						
Notices and Mailings	\$225						
Supplies, Mileage and Miscellaneous Expenses	\$1,655						
General and Administrative	\$9,303						
Subtotal Additional Costs:	\$71,323						
TOTAL LABOR PLUS ADDITIONAL COSTS	\$112,493						



5.0 QUALIFICATIONS

5.1 FIRM PROFILE

Rincon is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994, Rincon has grown to a firm of over 90 professionals located in 8 California offices (Riverside, Carlsbad, Ventura, San Luis Obispo, Monterey, Oakland, Fresno, and Sacramento). We are a California Subchapter S Corporation and are registered as a California Certified Small Business (#4417).

Rincon principals and senior staff have considerable experience throughout California on a variety of different project types including residential, commercial, and institutional projects. Our philosophy is to provide our clients with a high level of professional expertise, with senior management involvement in all projects. In addition, we have structured our firm to minimize unnecessary overhead costs; thus allowing us to be highly cost competitive for both large and small projects. We believe the following features make the Rincon team especially well-suited to this contract.

- Extensive Experience in the City of Chino Hills and surrounding San Bernardino and Riverside Counties
- Principal/Senior Level Management Involvement in All Projects
- Proven Project Management Capabilities
- Broad Base of In-House Expertise
- Knowledge of Regulatory Agency Requirements and Procedures
- Cost Effectiveness

Our highly trained professionals have many years of experience in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management. Our approach to projects is focused on well-designed solutions that respond to our clients' specific needs in a cost-effective manner. Rincon staff has extensive formal training and on the job experience related to project management skills. These skills, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent to each project. We take pride in our profession, our work products, and ensuring that each client is satisfied with the selection of Rincon to serve their environmental consulting needs.

5.2 SUBCONSULTANT

Linscott, Law and Greenspan (LLG) provides transportation planning, traffic engineering, and parking consulting services. Since the firm's founding in 1966, more than 10,000 assignments have been completed involving a wide variety of projects throughout the United States and overseas. With the core of their practice focused in Southern California and Nevada, LLG specializes in preparing traffic studies for environmental documents, traffic impact studies, site

access and circulation; traffic planning, operations, simulation studies, traffic signing and striping design, construction zone traffic control plans, and parking design and planning. LLG has extensive experience within Chino Hills.

LLG's core capabilities are strongly aligned to the requirements of the traffic-related scope of work for the proposed Project as required by the City of Chino Hills. LLG's 48-year history has produced a resume of experience that goes beyond simple traffic studies, dealing instead with impact evaluation for environmental documents requiring extensive public review and hearing support, complex multimodal aspects, intricate access and circulation networks, expansive study areas with multi-jurisdictional forecasting requirements and impact criteria, a wide array of land use types and mixed-use development programs with unique tripmaking characteristics, and multi-phased projects, mitigation, and improvements. In addition to having detailed knowledge of widely accepted methodologies and techniques, LLG has extensive experience in operational planning/diagnostics/"trouble shooting"/creative applications, and, if necessary, fine tuning and expansion of established procedures.

As referenced above, LLG worked with Rincon on preparing CEQA documents for the Overton Moore Butterfield Ranch Road Apartments and Pinehurst Park project.

5.3 PROJECT EXPERIENCE

5.3.1 Rincon Consultants Experience

Overton Moore Butterfield Ranch Road Apartments and Pinehurst Park CEQA Documents and IS-MND

City of Chino Hills

Rincon completed environmental technical studies and CEQA documents for the Overton Moore Butterfield Ranch Road Apartments, a proposed 366-unit apartment complex, and Pinehurst Park in Chino Hills, California. The project is located adjacent to the Chino Valley Freeway, a future park, and flood control channel. Technical studies completed by Rincon include air quality, GHG, biological resources, cultural resources, noise, and traffic. As necessary, the studies incorporated mitigation measures to reduce potential impacts to the environment and the surrounding uses. The analysis also includes impacts that the apartment complex could have on the future park. To assist the City with determining the type of environmental document to be prepared, Rincon completed an IS. Based on the IS, Rincon proceeded with completing an IS-MND, because it was determined an IS-MND was sufficient to address the project's impacts under CEQA.

Chino Hills General Plan Update and EIR - Air Quality and GHG Analysis

City of Chino Hills

Rincon prepared an air quality study and GHG study that analyzed the impact associated with the Chino Hills General Plan Update. Results from the studies will be included in the General Plan's EIR. Each study included setting, impact analysis, and mitigation measures. Technical modeling and analysis was completed for both studies to address the CEQA Guidelines

questions pertaining to air quality and GHGs. The air quality analysis was prepared in accordance with SCAQMD methodologies. Long-term impacts were analyzed by comparing citywide growth and emissions increases to regional growth and emissions forecasts from the SCAQMD's 2012 AQMP and the Southern California Association of Governments' Regional Transportation Plan and Sustainable Communities Strategy. Both temporary construction effects and long-term effects were analyzed. The GHG study included both quantitative and policy-oriented assessment of the general plan's impact relative to GHG emissions and GCC. Long-term emissions were calculated using the CalEEMod and data (vehicle trips, vehicle miles traveled) from the EIR's traffic study. Emissions were compared to SCAQMDs recommended thresholds.

Talaria Mixed-Use Project EIR
City of Burbank

Rincon prepared an EIR for the Talaria Mixed-Use Project in Burbank, California. The proposed mixed-use project encompassed about 400,000 square feet of space, which would include 241 residential rental units, residential amenities, retail space for a supermarket, and office space. The project also included 751 parking spaces. Initially, Rincon completed technical studies that analyzed air quality, GHG emissions, hazards and hazardous materials, noise, and transportation/traffic in support of an IS that the City of Burbank prepared for the project. Rincon also completed a health risk analysis to determine risks associated with proximity to Highway 101. The findings of the analyses are being incorporated into the EIR in accordance with CEQA requirements.

Olson Company Residential Development IS-MND
City of La Verne

Rincon prepared an IS-MND for a project involving the assembly of land and construction of a residential development proposed by the Olson Company in La Verne, California. The proposed development includes 66 detached, two-story single-family homes. The 7.49 acre project site is comprised of an undeveloped fenced parcel with an extensive stand of Coastal Live Oak trees, a public cul-de-sac street, and a private parking lot serving a cinema complex. These uses would be vacated, combined, and subdivided to accommodate the development. Aesthetics, air quality, biological resources, GHG analysis, noise, and traffic were identified as potential areas of impact for the project.

Creekside Residential Development IS-MND
City of La Verne

Rincon prepared an IS-MND for the Creekside Residential Development in La Verne, California. The project involves constructing 22 single-family homes on approximately 15 acres of partially developed land. Existing structures on the land include a 3,423 square foot house, Quonset huts, sheds, and water wells. There are 15 oak trees and 4 sycamores on the site. These trees are considered Heritage Trees by the City of La Verne's zoning ordinance. Plans for the trees include relocating 3 oak trees and leaving 12 oak trees; and relocating 2 sycamore trees and leaving 2 sycamore trees. Key issues analyzed in the IS-MND include air quality, GHG (GCC), noise, and transportation.



Santiara Residential Project Technical Studies

Santiara, LLC

Santiara, LLC is planning to construct 65 single-family residential units on a 9.5 acre site in Menifee, California. As part of the entitlement process, the City of Menifee required a tentative map, plot plan, general plan amendment, and zone change to accommodate the proposed project. Since decisions to approve these entitlements are discretionary, compliance with CEQA is required. To assist Santiara, LLC with CEQA compliance, Rincon completed CEQA environmental documents for the Santiara Tentative Map. Documents completed by Rincon included a Phase I environmental site assessment, air quality study, noise study, and cultural resources study. Rincon combined reports where practical to reduce preparation and production costs.

Holt Avenue Apartments IS-MND

City of Pomona

Rincon prepared an IS-MND on a proposed 62-unit apartment complex in Pomona. The site is currently occupied by a partially occupied mobile home complex and vacant commercial buildings. The proposed project involved the relocation of the occupants of the existing partially occupied mobile home park and the demolition of site improvements. The proposed apartment complex would consist of a several two-story townhomes and a three-story apartment building. In addition, a number of the units would be designated for Mental Health Services Act housing. Key environmental issues include historic resources, hazards/health risk, traffic, and noise.

401 South San Fernando Boulevard Mixed-Use Project IS-MND

City of Burbank

Rincon prepared an IS-MND for a mixed-use commercial/residential structure on an approximately 0.9-acre site in the City of Burbank. The project involved construction of six-story building with four levels of subterranean parking. Proposed uses included restaurant, retail and office space and 55 residential units. A General Plan Amendment and Zoning Map Amendment were also requested to change the land use designation to Mixed Commercial/Office/Residential and the zoning classification to Planned Development (PD). Key issues included aesthetics, traffic, air quality, hazards/hazardous materials and noise; as part of the analysis Rincon undertook a specific analysis of construction impacts to an adjacent recording studio and a single-family home, and developed custom mitigation measures accordingly.

5.3.2 LLG Experience

Fairfield Ranch Commons Apartments & Business Park Project

City of Chino Hills

LLG prepared a Traffic Impact Analysis Report for the proposed Fairfield Ranch Commons Apartments & Business Ranch Park project, located in the City of Chino Hills. The proposed Project consisted of the construction of a 346-unit apartment complex and a 326,641 SF business park. The traffic study evaluated the proposed Project's potential near-term traffic impacts at seventeen (17) key study intersections, including the freeway on-and off-ramps, and provided a



summary mitigation measures to off-set the impact of the Project. LLG is working closely with City staff and the environmental consultant during the preparation of the Traffic Impact Analysis Report.

Overton Moore Properties Butterfield Ranch Apartments & City Project
City of Chino Hills

LLG prepared a Traffic Impact Analysis Report for the proposed Overton Moore Butterfield Ranch Apartments & City Park project, located in the City of Chino Hills. The proposed Project consisted of the construction of a 386-unit apartment complex and a City park. The traffic study evaluated the proposed Project's potential near-term traffic impacts at ten (10) key study intersections, including the freeway on-and off-ramps, and provided recommendations to improve site access and internal circulation. LLG worked closely with City staff and the EIR consultant during the preparation of the Traffic Impact Analysis Report and responses to traffic-related comments received on the project's MND.

Villagio Apartment Homes
City of Chino Hills

LLG prepared a Traffic Impact Analysis Report for Villagio, a proposed 286-unit apartment project to be developed by Lincoln Property Company Southwest Inc. The project site is a rectangular-shaped vacant parcel of land, located south of Picasso Drive and east of Butterfield Ranch Road in the City of Chino Hills, California. The traffic study evaluated the proposed Project's potential near-term traffic impacts at eight (8) key study intersections and provided recommendations to improve site access and internal circulation. A line of sight analysis and queuing analysis was prepared for the proposed project driveways to ensure safe access is provided. LLG worked closely with City staff during the preparation of the Traffic Impact Analysis Report

Soquel Canyon Retail Center and Higgins Residential Project
City of Chino Hills

LLG prepared a Traffic Impact Analysis Report for a proposed 84,900 SF retail center and a 39-unit single-family residential tract. The project site is located on the northeast corner of Soquel Canyon Parkway and Los Serranos Country Club Drive/Butterfield Ranch Road intersection in the City of Chino Hills, California. The traffic study evaluated the proposed Project's potential near-term traffic impacts at seven (7) key study intersections and provided recommendations to improve site access and internal circulation. . LLG worked closely with City staff during the preparation of the Traffic Impact Analysis Report.

6.0 PROJECT TEAM

Joe Power, AICP CEP, a Principal and Planning Manager with Rincon, will serve as Principal-in-Charge on this project. Joe has managed numerous CEQA and NEPA documents in his 23-year planning career, and formerly worked for the SCAQMD. He has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply. Joe has overseen numerous environmental documents for mixed use projects, including the Talaria Mixed Use Development EIR in Burbank, the Stanton Mixed Use Project IS-MND, the Victoria Avenue Mixed Use Project IS-MND in Port Hueneme, and the Press Telegram Mixed Use Project EIR in Long Beach. His regional experience includes the Pomona General Plan EIR & Corridors Specific Plan EIR and the Overton Moore Butterfield Ranch Road Apartments and Pinehurst Park IS-MND.

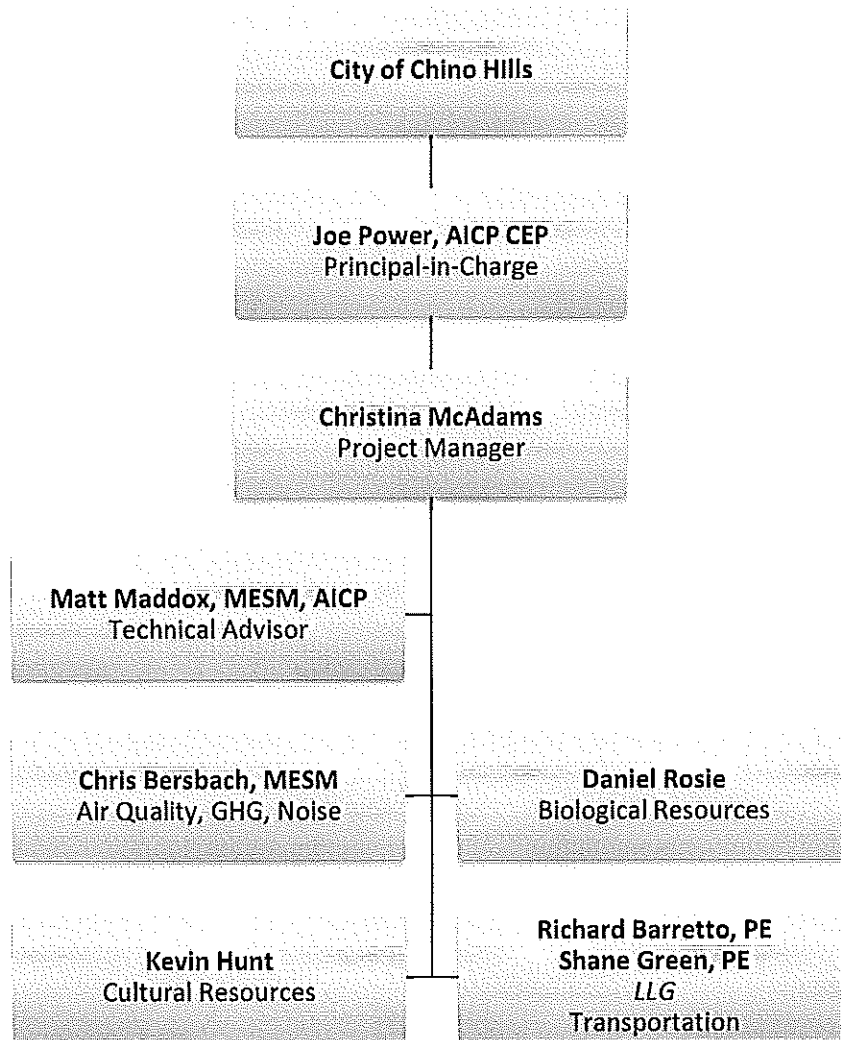
Christina McAdams, Environmental Planner/Scientist, will serve as the Project Manager for preparation of the MND. Christina holds a Bachelor of Science in Environmental Management and Protection from California Polytechnic State University in San Luis Obispo. Her key areas of expertise include air quality and greenhouse gas (GHG) analyses and inventories, climate action plans, CEQA environmental compliance documentation, general plans and elements, bicycle and pedestrian master plans, general and focused surveys for a variety of plant and animal species, and identifying and mapping sensitive species and plant communities. Christina assisted in the preparation of numerous environmental documents and was integrally involved in several projects throughout California, including the Long Beach Riverwalk EIR, Ventura County Saticoy Area Plan Update EIR, Malibu Housing Element Update EIR, and the Messenger Development Project EIR for the City of Calabasas. Currently she is managing the Perris Regional Trail and Murrieta Road Improvements NEPA Compliance project for the City of Perris.

Matt Maddox, MESM, AICP will serve as a Technical Advisor for the MND. Matt is involved in a wide range of urban planning and land use studies, sustainable design review, air quality and greenhouse gas analysis, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. He has contributed to successful environmental and planning projects ranging from development of general plans and local coastal plans, to focused inner city redevelopment studies, to sustainable design review and documentation for compliance with environmental regulations. Matt has developed a focus in the area of urban planning, sustainable design, and greenhouse gas analysis. He is an accredited Lead Greenhouse Gas Verifier with the California Air Resources Board (CARB). Matt's experience includes both the Overton Moore Butterfield Ranch Road Apartments and Pinehurst Park CEQA Documents and IS-MND and the Chino Hills General Plan Update and EIR - Air Quality and GHG Analysis prepared for the City.

Chris Bersbach, MESM, will oversee the air quality/GHG and noise study preparation. Chris is a senior environmental planner with 7 more than years of experience. He is responsible for managing and preparing a wide range of urban planning, land use, and technical studies, including CEQA and NEPA compliance documentation, air quality and GHG emissions analyses, noise impact analyses, and climate action plans. Chris has extensive experience with a

range of air quality and noise models and is also very familiar with local and regional methodologies and standards.

Team Organization Chart



Daniel Rosie will complete the biological survey report. Dan serves as a senior biologist with over 13 years of experience managing and conducting biological surveys, consulting in both the public and private sectors, throughout Southern California. His areas of expertise include biological resources and habitat suitability assessments, botanical inventories, habitat restoration planning and monitoring, jurisdictional delineations and determinations, listed and special-status species surveys, and regulatory permitting procedures. Daniel has authored numerous technical reports in support of CEQA/NEPA compliance and regulatory permit acquisition. He specializes in botanical studies and holds a U.S. Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit to conduct protocol surveys for Quino checkerspot butterfly and listed vernal pool branchiopods.

Kevin Hunt, Rincon's Cultural Resources Program Manager, will be responsible for completing the cultural resource survey. Kevin has more than 20 years of experience in cultural and paleontological resources management. He has prepared more than 150 technical reports and numerous cultural resources sections for documents including IS/MNDs, EIRs, Environmental Assessments (EAs), EISs, and EIR/EISs. He ensures these studies consider the entire spectrum of cultural resources and full range of potential impacts, as well as provide creative yet defensible mitigation measures. His local experience includes managing and conducting cultural resources services in the cities or communities of Chino Hills, Rancho Cucamonga, Colton, Corona, Murrieta Hot Springs, Wildomar, and San Jacinto, as well as various other locations throughout San Bernardino and Riverside counties.

Richard E. Barretto, P.E., Principal, who has been with LLG for over 25 years, will be the Managing Principal assigned to this project, ensuring successful completion of work tasks on time and within budget. Mr. Barretto will define the strategy and support the preparation and QC of LLG's technical products for the project. Mr. Barretto will also direct LLG's support in the public process, to include interface with officials and in providing public hearing presentations and testimony. He is a Registered Traffic Engineer in the state of California. Mr. Barretto was the Principal Engineer on the majority of the relevant project experience referenced in the previous section.

Shane Green, P.E., Transportation Engineer III, who has been with LLG for over 9 years, will be the Project Engineer assigned to this project. He will provide support related to the detailed technical analyses including field inventory of roadway and intersection physical characteristics, estimation and assignment of traffic volume forecasts, level of service calculations, and impact and mitigation analyses. He is experienced in utilizing Highway Capacity Software, TRAFFIX, and Synchro. He will oversee the data collection, traffic impact evaluation and report preparation for this project. Mr. Green is a Registered Civil Engineer in the state of California.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A08

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CONTRACT WITH RICH CONSTRUCTION, INC. FOR CONSTRUCTION OF THE SLEEPY HOLLOW WATERLINE IMPROVEMENT PHASE II PROJECT

RECOMMENDATION:

1. Award a contract to Rich Construction, Inc. in the amount of \$887,620 for Construction of the Sleepy Hollow Waterline Replacement Phase II project.
2. Authorize staff to issue a Notice of Award.
3. Authorize staff to accept the performance and payment bonds, proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of such.
4. Authorize the City Manager, at his discretion, to approve cumulative change orders up to 10% (\$88,762) of the awarded contract amount.

BACKGROUND/ANALYSIS:

On July 14, 2015, the City Council approved the plans and specifications for Phase II of the Sleepy Hollow Waterline Replacement project and authorized staff to solicit bids for the project.

On January 14, 2016, eight (8) bids were received and are summarized as follows:

CONTRACTOR	BASE BID AMOUNT
1. Rich Construction, Inc.	\$ 887,620
2. JPI	\$ 888,000
3. GRFCO, Inc.	\$ 888,888
4. Hemet Mfg. Co., Inc.	\$ 915,777
5. MMC, Inc.	\$ 920,500

AGENDA DATE: JANUARY 26, 2016 PAGE 2
SUBJECT: CONTRACT WITH RICH CONSTRUCTION, INC. FOR
CONSTRUCTION OF THE SLEEPY HOLLOW WATERLINE
IMPROVEMENT PHASE II PROJECT

CONTRACTOR	BASE BID AMOUNT
6. TBU, Inc.	\$ 953,700
7. MNR Construction, Inc.	\$1,093,500
8. TK Construction	\$1,195,070

Engineer's Estimate: \$ 900,000

Staff received favorable reports of references regarding work performed and recommends the City Council award a contract for the Sleepy Hollow Waterline Replacement Phase II project to Rich Construction, Inc. in the amount of \$887,620.

CEQA REVIEW:

At the July 14, 2015 City Council meeting, the project was determined to be exempt as a Class 1(c) Categorical Exemption (Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public entity services), pursuant to Section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 *et seq.*

REVIEW BY OTHERS:

This agenda item has been reviewed by the City Attorney, the Finance Director, the Public Works Director, and the Contract Compliance Officer.

FISCAL IMPACT:

This project is included in the FY 2015-16 Capital Improvement Program budget.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Steven C. Nix, City Engineer

SN/PM/PS

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A09

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PARCEL MAP 19414 (AVALON BAY APARTMENTS), LOCATED ON THE EAST SIDE OF BUTTERFIELD RANCH ROAD AT PARK DRIVE IN THE CITY OF CHINO HILLS

RECOMMENDATION:

1. Authorize the acceptance of Parcel Map 19414 consisting of three (3) numbered parcels.
2. Approve and authorize execution of the Subdivision Improvement Agreement.
3. Authorize acceptance of the following improvement securities:

Acceptance of Security	Document Number	Amount
Subdivision (Performance)	106364735	\$769,010
Subdivision (Labor & Material)	106364735	\$384,505

4. Accept deposit to set monuments in the amount of \$8,000.
5. Authorize the City Clerk to cause Parcel Map 19414 to be recorded.

BACKGROUND/ANALYSIS:

On February 25, 2014, the City Council approved General Plan Amendment 12GPA03, Zone Change 12ZC03, Tentative Parcel Map No. 19414, Site Plan Review 12SPR02, Major Variance 12MJV02, Minor Variance 12MV02; known as the Avalon Bay Apartment project. The project is located on the east side of Butterfield Ranch Road at the intersection of Park Drive. The project consists of 18 buildings for a total of 331 residential units, a 14.92 acre public park, and a new public street (Park Drive), located on 16.532 gross acres.

City Council approval is required pursuant to Section 66458 of the Subdivision Map Act if the Parcel Map conforms to all the requirements of the Subdivision Map Act and the City's subdivision ordinance applicable at the time of the approval of the tentative map, including the conditions of approval. The applicant has completed the review process

AGENDA DATE: JANUARY 26, 2016 PAGE 2
SUBJECT: PARCEL MAP 19414 (AVALON BAY APARTMENTS), LOCATED
ON THE EAST SIDE OF BUTTERFIELD RANCH ROAD AT PARK
DRIVE IN THE CITY OF CHINO HILLS

and all Subdivision Map Act and ordinance requirements and applicable conditions have been met as recommended by the corresponding departments of the City of Chino Hills.

Therefore, City staff recommends that the City Council approve the Parcel Map. With the acceptance of the Parcel Map and payment of the taxes, the map will be recorded.

Applicant: Avalon Chino Hills, L.P.
2050 Main Street, Suite 1200
Irvine, CA 92614

CEQA REVIEW:

These recommended actions are not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et. seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) because the proposed actions are ministerial actions. Further, a Mitigated Negative Declaration was completed and adopted on February 25, 2014, pursuant to the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for Implementing CEQA for the Tentative Parcel Map No. 19414, and the recommended actions are a necessarily included element of the approval of the Tentative Parcel Map 19414.

REVIEW BY OTHERS:

This item was reviewed by the Community Development Director and the City Attorney.


FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

Respectfully submitted,


Konradt Bartlam, City Manager

Recommended by:


Steven C. Nix, City Engineer

SN/YM/PS

Attachments: Tract Map Title Sheet
Tract Map Site Plan
Monumentation Agreement
Subdivision Improvement Agreement
Faithful Performance Bond
Labor and Material Bond

NUMBER OF PARCELS: 3
GROSS ACREAGE 16.532
NET ACREAGE 15.500

PARCEL MAP NO. 19414

SHEET 1 OF 3 SHEETS

IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE NUMBER
97-11041 FOR LOT LINE ADJUSTMENT AS SHOWN ON DOCUMENT NO. 1997029750 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

MDS CONSULTING

OCTOBER, 2014

STANLEY C. MORSE L.S. 3840

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP, WITHIN THE DISTINCTIVE BORDER LINES AS REQUIRED BY SECTION 65445 (a) OF THE SUBDIVISION MAP ACT AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF CHINO HILLS AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROAD PURPOSES AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER THROUGH AND ACROSS PARK DRIVE AS SHOWN ON THIS MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN SUPERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF CHINO HILLS.

WE ALSO HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF CHINO HILLS:

1. PARCEL 3 (DRAINAGE CHANNEL) IN FEE, AS SHOWN ON THIS MAP.
2. THE EASEMENT FOR WATER AND RELATED PURPOSES AND RIGHTS INCIDENTAL THERETO, LOCATED WITHIN PARCEL 2, AS SHOWN ON THE MAP.

AVOLON CHINO HILLS, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: [Signature]

NAME: MARK JANDA

TITLE: SR. VICE PRESIDENT

BY: _____

NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS

COUNTY OF ORANGE

ON November 25 2015

BEFORE ME, Janice D. Pope, Notary Public

PERSONALLY APPEARED MARK JANDA

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.

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/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/ITS 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.

Janice D. Pope
SIGNATURE OF OFFICER

MY PRINCIPAL PLACE OF BUSINESS IS IN
ORANGE COUNTY

Janice D. Pope
PRINT NAME

MY COMMISSION EXPIRES APR 4, 2019

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS

COUNTY OF _____

ON _____

BEFORE ME,

PERSONALLY APPEARED _____

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.

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/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/ITS 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 OF OFFICER

MY PRINCIPAL PLACE OF BUSINESS IS IN

COUNTY

PRINT NAME

MY COMMISSION EXPIRES _____

BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUPERVISOR HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

DATED: _____

BY: _____
DEPUTY

SIGNATURE OMISSIONS NOTE:

THE SIGNATURE OF THE FOLLOWING HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 65436 (c) (3) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AS THEIR INTERESTS CANNOT RISE INTO A FEE:

UNITED STATES OF AMERICA, HOLDERS OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED JUNE 20, 1895 IN BOOK E OF PATENTS, PAGE 213.

CHINO LAND AND WATER COMPANY, A CORPORATION, HOLDER OF VARIOUS RIGHTS-OF-WAY AND EASEMENTS, AS SET FORTH IN A DEED RECORDED DECEMBER 22, 1920 IN BOOK 704, PAGE 72 OF DEEDS, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN. SAID EASEMENT IS INDETERMINATE IN NATURE AND CANNOT BE PLOTTED FROM AVAILABLE RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR AN ELECTRIC LINE, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS, CROSS-ARMS, WIRES AND OTHER FITTINGS AND APPLIANCES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 03, 1949 AS BOOK 2483 PAGE 454 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRIC SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED MARCH 17, 1955 AS INSTRUMENT NO. 1995081395 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AVOLON CHINO HILLS, L.P., A DELAWARE LIMITED PARTNERSHIP, IN OCTOBER 2014. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED. ALL SET MONUMENTS WILL BE IN SUCH POSITIONS INDICATED ON THE MAP WITHIN 12 MONTHS OF MAP RECORDATION DATE. IN COMPLIANCE WITH SECTION 65455 AND 65456 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Stanley C. Morse
STANLEY C. MORSE, L.S. 3840 EXP. 6/30/16

11-23-2015
DATE



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THIS MAP IS TECHNICALLY CORRECT.

STEVEN C. NIX L.S. 8146
CITY SURVEYOR EXP. 12-31-2016
CITY OF CHINO HILLS, CALIFORNIA



CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP ENTITLED AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF CHINO HILLS MUNICIPAL ORDINANCE 91-01 HAVE BEEN COMPLIED WITH.

STEVEN C. NIX RCE 55810
CITY ENGINEER EXP. 6-30-2017
CITY OF CHINO HILLS, CALIFORNIA



CHINO HILLS CITY COUNCIL CERTIFICATE:

I DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CHINO HILLS, BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE _____ DAY OF _____, 201_____, AND THAT THEREUPON SAID COUNCIL DID, ACCEPT ON BEHALF OF THE CITY OF CHINO HILLS, PARK DRIVE SUBJECT TO IMPROVEMENTS WITH APPLICABLE STANDARDS, AND DID ALSO ACCEPT, SUBJECT TO THEIR IMPROVEMENTS WITH APPLICABLE STANDARDS:

1. PARCEL 3 (DRAINAGE CHANNEL) IN FEE, AS SHOWN ON THIS MAP.
2. THE EASEMENT FOR WATER AND RELATED PURPOSES AND RIGHTS INCIDENTAL THERETO, LOCATED WITHIN PARCEL 2, AS SHOWN ON THIS MAP.

DATED: _____ BY: CHERYL BALZ, CITY CLERK
CITY OF CHINO HILLS, CALIFORNIA

PUBLIC STREET AND PUBLIC EASEMENT ABANDONMENT CERTIFICATE:

I HEREBY CERTIFY THAT PURSUANT TO SECTION 65434 (c) OF THE SUBDIVISION MAP ACT THAT THE RECORDING OF THIS FINAL MAP CONSTITUTES THE ABANDONMENT OF ALL PUBLIC STREETS AND/OR PUBLIC EASEMENTS NOT SHOWN ON THIS MAP WITHIN THE SUBDIVISION BOUNDARY OF THE ANNEXED MAP (PARCEL MAP NO. 19414). SAID PUBLIC STREETS AND/OR PUBLIC EASEMENTS ARE LISTED AS FOLLOWS:

AN EASEMENT GRANTED TO THE CITY OF CHINO HILLS FOR SLOPE, LANDSCAPE AND IRRIGATION, UTILITIES AND RIGHTS INCIDENTAL THERETO, RECORDED SEPTEMBER 15, 1994 AS INSTRUMENT NO. 1994-384145, OF OFFICIAL RECORDS.

AN EASEMENT GRANTED TO THE CITY OF CHINO HILLS FOR PUBLIC ROAD, WAREHOUSE AND FOREST AND OTHER MUNICIPAL PURPOSES RECORDED MARCH 24, 2000 AS INSTRUMENT NO. 2000-0099945, OF OFFICIAL RECORDS.

NOTE: PURSUANT TO SAID SECTION, THOSE PORTIONS OF SAID EASEMENTS BEING ABANDONED ARE NOT SHOWN ON THIS MAP.

DATED: _____ BY: CHERYL BALZ, CITY CLERK
CITY OF CHINO HILLS, CALIFORNIA

COUNTY AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ _____

DATED: _____ BY: LARRY WALKER
COUNTY OF SAN BERNARDINO
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR

BY: _____
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 201_____, AT _____ M.
IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE
REQUEST OF THE CITY OF CHINO HILLS
IN THE AMOUNT OF \$ _____

BOB DUTTON
ASSESSOR-RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

NUMBER OF PARCELS: 3
GROSS ACREAGE 16.532
NET ACREAGE 15.500

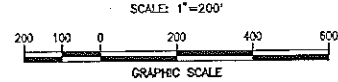
PARCEL MAP NO. 19414

SHEET 2 OF 3 SHEETS

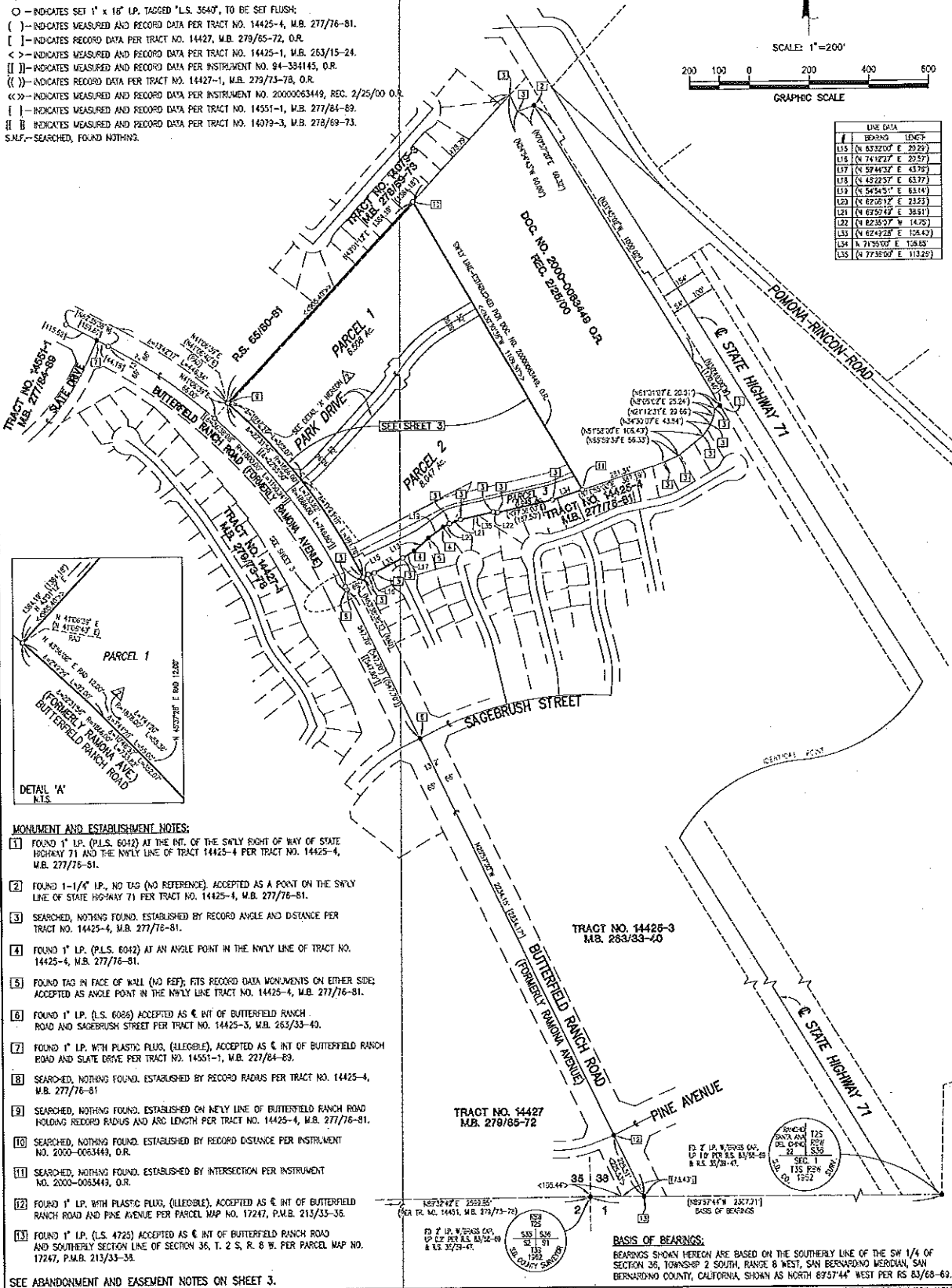
IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE NUMBER
97-11041 FOR LOT LINE ADJUSTMENT AS SHOWN ON DOCUMENT NO. 19970287956 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
MDS CONSULTING OCTOBER, 2014 STANLEY C. MORSE L.S. 3640
BOUNDARY SURVEY

SURVEYOR'S NOTES:

- - INDICATES FOUND MONUMENT AS NOTED.
- - INDICATES SET 1" x 16" I.P. TAGGED "L.S. 3640", TO BE SET FLUSH.
- () - INDICATES MEASURED AND RECORD DATA PER TRACT NO. 14425-4, M.B. 277/76-81.
- [] - INDICATES RECORD DATA PER TRACT NO. 14427, M.B. 279/85-72, O.R.
- < > - INDICATES MEASURED AND RECORD DATA PER TRACT NO. 14425-1, M.B. 263/15-24.
- [()] - INDICATES MEASURED AND RECORD DATA PER INSTRUMENT NO. 94-334145, O.R.
- (()) - INDICATES RECORD DATA PER TRACT NO. 14427-1, M.B. 279/73-78, O.R.
- < > > - INDICATES MEASURED AND RECORD DATA PER INSTRUMENT NO. 2000063449, REC. 2/25/00 O.R.
- [] - INDICATES MEASURED AND RECORD DATA PER TRACT NO. 14551-1, M.B. 277/84-89.
- [()] - INDICATES MEASURED AND RECORD DATA PER TRACT NO. 14979-3, M.B. 278/89-73.
- SAUF. - SEARCHED, FOUND NOTHING.



LINE DATA	BEARING	LENGTH
115	N 83°20'0" E	20.25'
116	N 74°02'0" E	20.25'
117	N 59°45'0" E	43.75'
118	N 45°22'30" E	63.75'
119	N 54°54'0" E	63.14'
120	N 67°05'12" E	23.23'
121	N 67°50'42" E	38.51'
122	N 67°35'27" W	14.75'
133	N 62°47'28" E	124.42'
134	N 71°50'02" E	128.85'
135	N 77°35'02" E	113.23'



MONUMENT AND ESTABLISHMENT NOTES:

- [1] FOUND 1" I.P. (P.L.S. 6042) AT THE INT. OF THE SWLY RIGHT OF WAY OF STATE HIGHWAY 71 AND THE NWLY LINE OF TRACT 14425-4 PER TRACT NO. 14425-4, M.B. 277/76-81.
- [2] FOUND 1-1/4" I.P. NO TAG (NO REFERENCE), ACCEPTED AS A POINT ON THE SWLY LINE OF STATE HIGHWAY 71 PER TRACT NO. 14425-4, M.B. 277/76-81.
- [3] SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD ANGLE AND DISTANCE PER TRACT NO. 14425-4, M.B. 277/76-81.
- [4] FOUND 1" I.P. (P.L.S. 6042) AT AN ANGLE POINT IN THE NWLY LINE OF TRACT NO. 14425-4, M.B. 277/76-81.
- [5] FOUND TAG IN FACE OF WALL (NO REF); FITS RECORD DATA MONUMENTS ON EITHER SIDE; ACCEPTED AS ANGLE POINT IN THE NWLY LINE TRACT NO. 14425-4, M.B. 277/76-81.
- [6] FOUND 1" I.P. (L.S. 6086) ACCEPTED AS E INT. OF BUTTERFIELD RANCH ROAD AND SAGEBRUSH STREET PER TRACT NO. 14425-3, M.B. 263/33-40.
- [7] FOUND 1" I.P. WITH PLASTIC PLUG, (ILLEGIBLE), ACCEPTED AS E INT. OF BUTTERFIELD RANCH ROAD AND SLATE DRIVE PER TRACT NO. 14551-1, M.B. 277/84-89.
- [8] SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD RADIUS PER TRACT NO. 14425-4, M.B. 277/76-81.
- [9] SEARCHED, NOTHING FOUND. ESTABLISHED ON NWLY LINE OF BUTTERFIELD RANCH ROAD HOLDING RECORD RADIUS AND ARC LENGTH PER TRACT NO. 14425-4, M.B. 277/76-81.
- [10] SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD DISTANCE PER INSTRUMENT NO. 2000-0063449, O.R.
- [11] SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER INSTRUMENT NO. 2000-0063449, O.R.
- [12] FOUND 1" I.P. WITH PLASTIC PLUG, (ILLEGIBLE), ACCEPTED AS E INT. OF BUTTERFIELD RANCH ROAD AND PINE AVENUE PER PARCEL MAP NO. 17247, P.M.B. 213/33-35.
- [13] FOUND 1" I.P. (L.S. 4725) ACCEPTED AS E INT. OF BUTTERFIELD RANCH ROAD AND SOUTHERLY SECTION LINE OF SECTION 36, T. 2 S. R. 8 W. PER PARCEL MAP NO. 17247, P.M.B. 213/33-35.

SEE ABANDONMENT AND EASEMENT NOTES ON SHEET 3.

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF THE SW 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, CALIFORNIA, SHOWN AS NORTH 83°57'44" WEST PER RS 63/68-62.

**SUBDIVISION
GUARANTEEING PERFORMANCE
(SETTING OF FINAL MONUMENTS)**

City of Chino Hills
14000 City Center Drive
Chino Hills, Ca 91709
(909) 364-2600

Chino Hills, California
Date: **January 26, 2016**

Gentlemen:

Pursuant to Appendix D of the Chino Hills Development Code, Section 8.03.04 the undersigned hereby agrees that all monuments shown on *Parcel Map 19414* are to be set and furnished by the subdivider's civil engineer or surveyor of record on or before **January 26, 2017** as specified in the certificate of **Stanley C. Morse, L.S. 3640** who agrees to furnish the notes thereon as required by Appendix D of the Chino Hills Development Code, Section 8.03.04, and to complete all surveying requirements specified in Sections 66495 and 66496 of the Subdivision Map Act.

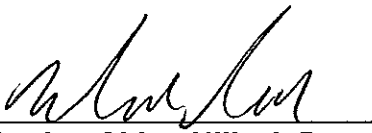
The undersigned hands herewith the sum of **\$8,000.00** as a cash deposit, said deposit to guarantee that the monuments will be set and the notes furnished as above provided on or before the date specified and that the engineer or surveyor will be paid by the undersigned.

It is further understood and agreed that in the event the undersigned fails to complete the above requirements within the time specified, the City of Chino Hills is authorized to complete said requirements or cause them to be completed, and the cost thereof is to be a charge against said cash deposit, and the Director of Finance is authorized to make the necessary transfer from cash deposit to the credit of the proper City fund.

It is further agreed that if the undersigned does not present evidence to the City Council that he has paid the engineer or surveyor for the setting of final monuments, and if the engineer or surveyor gives notices prescribed in Section 66497 of the Subdivision Map Act, the City Council shall pay to said engineer or surveyor, the cash deposit herein made.

If the cost of completing said requirements exceeds the amount of the cash deposit, the undersigned agrees to pay the difference within thirty (30) days after receiving written statement from the City of Chino Hills specifying the amount of the difference between the cash deposit and the actual cost of said requirement.


Very truly yours,


Subdivider
Avalon Chino Hills, L.P.
2050 Main Street, Suite 1200
Irvine, CA 92614

MARK JANDA, SENIOR VICE PRESIDENT

The depositor of record (for return of any portion of the cash deposit) shall be **Avalon Chino Hills, L.P.**. This document is to be signed by party releasing his rights to the cash deposit, Receipt of \$6,100.00 is hereby acknowledged on NOV. 25, 2015, Deposit No. 415006 from Avalon Chino Hills, L.P., 2050 Main Street, Suite 1200, Irvine, CA 92614.

CITY OF CHINO HILLS, CITY ENGINEER

BY: 
Steven Nix, City Engineer
1/13/16
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

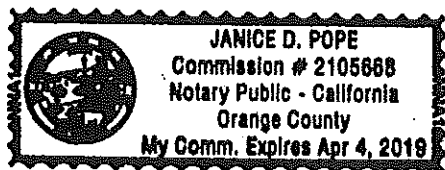
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On December 1, 2015, before me, Janice D. Pope, Notary Public, personally appeared Mark Janda, 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.



Janice D. Pope
Signature of Notary Public

-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Performance (Setting of Final Monuments)
Avalon Chino Hills

Document Date: December 1, 2015 Number of Pages: Two (2)

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Mark Janda Senior Vice President

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91710

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

PARCEL MAP 19414

THIS AGREEMENT ("Agreement") is made and entered into this 1/26/2016, by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and Avalon Chino Hills, L.P., A Delaware Limited Partnership("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Parcel Map No. 19414 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of all improvements including, without limitation, streets, highways, public ways, grading, fences, and public utility facilities which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. CITY
- C. This Agreement is entered into in accord with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Chino Hills Municipal Code ("CHMC").

2. **CONSTRUCTION OF IMPROVEMENTS.**

- A. At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached Exhibit "A," which is incorporated by reference, and such other improvements required by CITY ordinances and/or the City Council when approving the Map ("Improvements"). All of the Improvements, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. It is understood that the list of Improvements shown on Exhibit A, is only a general designation of the Work and not a binding

description thereof. All of the Improvements shall be completed in strict compliance with applicable plans and specifications on file with the CITY's Engineering Department, and any subsequent alterations thereto approved by the CITY's Engineering Department, which alterations in said plans, specifications and standards of Improvements to be performed may be accomplished without first giving prior notice thereof to Surety, and in no event shall such change result in exonerating the Surety's obligations. The Improvements shall be done under the inspection of, and to the satisfaction of the CITY City's Engineer and/or other CITY official as applicable, and shall not be deemed completed until approved and accepted as completed by the CITY. Said acceptance of the Improvement shall also constitute acceptance of any offer of dedication contained herein.

- B. SUBDIVIDER further agrees that any and all work to be done in conjunction with the Improvements shall conform to the requirements of the Chino Hills Municipal Code and any other applicable ordinances (including ordinances regulating excavations and fills, e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the CITY of the Improvements.
- C. The SUBDIVIDER hereby agrees that all of the work to be done in conjunction with the Improvements on any CITY street shall be completed in accordance with the terms and provisions of Title 12 of the Chino Hills Municipal Code.
- D. It is further agreed that the SUBDIVIDER will at the time from the approval of the Final Map to the completion and acceptance of the Improvements by the CITY, give good and adequate warning of each and every dangerous condition caused by the construction of said Improvements and will protect the traveling public therefrom.
- E. Further, once work on an Improvement is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion.

3. ESTIMATED COST OF IMPROVEMENTS. The parties agree that the estimated cost of the Improvements is \$769,010.00.

4. COMPLETION. SUBDIVIDER must complete all Improvements in a good and workmanlike manner within twelve months after recording the Map or within such further time as may be granted by the CITY's City Engineer. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

5. ACQUISITION OF PROPERTY FOR IMPROVEMENTS. With respect to any and all necessary acquisitions for the Improvements that are the subject of this Agreement, SUBDIVIDER shall be afforded the right to use its best efforts to negotiate such acquisitions with concerned third parties within 60 days of the filing of the Final Map. If such efforts by SUBDIVIDER are unsuccessful, it shall notify the CITY within 60 days of

the filing of the map and, in such notice, shall set forth the nature of the property interest ("Required Property Interest") which the SUBDIVIDER has unsuccessfully sought to acquire or obtain to satisfy any requirement of this Agreement. The CITY shall acquire the Required Property Interest or commence proceedings within 120 days of the filing of the Final Map in accordance with the provisions of California Code of Civil Procedure section 1230.010, et seq. The parties hereby agree that, as a condition to the CITY's acquiring any required rights-of-way, SUBDIVIDER shall be responsible for, and shall advance to the CITY by cash deposit, the fair market value of any land and all Required Property Interests to be acquired by the CITY, and shall reimburse the CITY for all reasonable additional costs incurred by CITY in acquisition negotiations or in the exercise eminent domain with respect to such acquisitions, including, without limitation, reasonable attorney's fees and costs and a Phase 1 environmental assessment. If the SUBDIVIDER fails to comply with this provision of this Agreement, then the SUBDIVIDER waives all rights pursuant to Government Code section 66462.5.

6. WARRANTY OF IMPROVEMENT PLANS. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish Improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the CITY Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the

actual cost of such repairs plus fifteen percent (15%) for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. REPAIRS AND REPLACEMENTS. SUBDIVIDER must maintain all of the Improvements constructed under this Agreement in a state of good repair until all of the Improvements are completed and accepted by or on behalf of the CITY. Said maintenance shall include, but not be limited to:

- A. Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe conditions all streets and street improvements.
- B. Sewer System: Repair of sewer system, and removal of debris from sewer system, repairing and maintaining in good and safe condition all sewer system improvements.
- C. Water System: Repair and/or removal of debris from the water system; repairing and maintaining in good and safe condition of the water system improvements.

It shall be SUBDIVIDER's responsibility to initiate this work, but if SUBDIVIDER should fail to do so, SUBDIVIDER shall promptly perform such maintenance when notified to do so by the CITY's City Engineer. Upon failure of SUBDIVIDER to promptly maintain, the CITY may do all necessary work required by this paragraph, the cost thereof being chargeable to SUBDIVIDER and Surety under this Agreement. Any such repair or replacement must be completed to CITY's City Engineer satisfaction and approval.

10. CITY'S RIGHT OF ENTRY. SUBDIVIDER grants CITY a license to enter SUBDIVIDER's property to inspect the Improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. PAYMENT FOR INSPECTION COSTS. The SUBDIVIDER hereby agrees to pay for the inspection of such Improvements as may be required by the City Engineer and/or other City official.

12. NOTICE OF WORK. The SUBDIVIDER shall give notice to the City Engineer at least 24 hours before beginning any work on the Improvements and shall furnish City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Improvements.

13. ALTERATIONS. The SUBDIVIDER shall perform any changes or alterations in the construction and installation of such Improvements required by the CITY, provided that all such changes or alterations do not exceed ten percent of the original total estimate cost of such Improvements. Said costs to be borne by the SUBDIVIDER.

14. CONTRACT SECURITY.

- A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:
 - i. A surety bond in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.
- B. SUBDIVIDER agrees that the form of the bonds provided by CITY are substantially similar to Government Code §§ 66499.1 and 66499.2.

15. MAINTENANCE BONDS.

The bonds referred to in Section 14 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent (10%) of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one (1) year from the date of final acceptance of the Improvements.

16. PERFORMANCE BY CITY OR SURETY.

Should SUBDIVIDER fail to prosecute the construction of the Improvements with such diligence as to ensure completion within the time requirements of this Agreement, or in the manner as required by this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

- A. Should CITY serve such written notice, CITY may do any one, or combination of, the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

- B. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

17. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

18. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the CHMC, in constructing the Improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

19. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

20. INDEPENDENT CONTRACTOR. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which is it performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

21. CASH CHARGES. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the CITY Council in conferring approval or extension of time to the Subdivision.

22. INDEMNIFICATION.

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except if due to the sole negligence or wrongful acts of the CITY. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or

otherwise, except if due to the sole negligence or wrongful acts of the CITY.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. SUBDIVIDER agrees and understands that its violation of any Labor Code provision regarding payment of prevailing wages can result in fines or damages being levied against CITY. SUBDIVIDER specifically agrees that the indemnification and defense obligations set forth in this Section include payment of any fines, penalties, or damages that might arise out of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$2,000,000
Workers compensation	statutory requirement

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.
- D. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. SUBDIVIDER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

24. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The CITY
CITY of Chino Hills
Attn: City Clerk
14000 City Center Drive
Chino Hills, CA 91709

To Subdivider
Avalon Chino Hills, L.P.
2050 Main Street, Suite 1200
Irvine, CA 92614

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

25. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

26. PREVAILING WAGES. If required by applicable state law including, without limitation Labor Code § § 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, SUBDIVIDER must pay its workers prevailing wages. It is the SUBDIVIDER's responsibility to interpret and implement any prevailing wage requirements and SUBDIVIDER agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the prevailing rate of per diem wages must be posted at the job site if SUBDIVIDER is required to pay prevailing wages.

27. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

28. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

29. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

30. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

31. GOVERNING LAW. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in San Bernardino County.

32. AUTHORITY/MODIFICATION. This Agreement is subject to and conditioned upon approval and ratification by the Chino Hills CITY Council. This Agreement is not binding upon CITY until executed by the Mayor. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's CITY Manager may execute any such amendment on behalf of CITY.

33. BINDING UPON SUCCESSORS. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

34. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas

and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CHINO HILLS,
a municipal corporation.

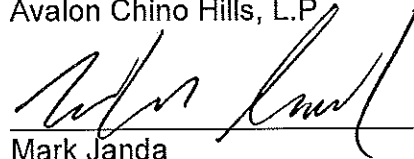
Mayor

City Council Approval: 1/26/2016

ATTEST:

City Clerk

Avalon Chino Hills, L.P.



Mark Janda
Senior Vice President

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By: _____

Elizabeth M. Calciano,
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

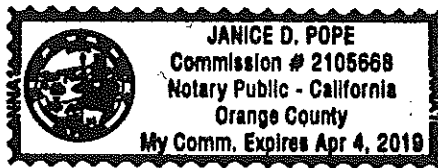
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On January 6, 2016, before me, **Janice D. Pope, Notary Public**, personally appeared **Mark Janda**, 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.



Janice D. Pope
Signature of Notary Public

-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement
Avalon Chino Hills
Parcel Map 19414

Document Date: January 26, 2016 Number of Pages: Ten (10)

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Mark Janda Senior Vice President

EXHIBIT A

Parcel Map No. 19414

All improvements marked are included:

- ☒ Public street improvements including grading, paving, curbs, gutter, sidewalks, traffic control devices, street name signs, street lights, street landscaping, and appurtenances.
- ☐ Private street or driveway improvements including grading, paving, curbs, gutters, sidewalks, traffic control devices, street name signs, street lighting, landscaping, and appurtenances.
- ☒ Public sanitary sewers including mains, laterals, and appurtenances.
- ☐ Private sanitary sewers including mains, laterals, and appurtenances.
- ☒ Domestic water supply system, including mains, service laterals, fire hydrants, and appurtenances.
- ☐ Natural gas supply system including mains, service laterals, and appurtenances.
- ☐ Electric power distribution system including vaults, conduits, cables, conductors, service laterals, transformers, and appurtenances.
- ☐ Telephone system including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- ☐ Cable television system, including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- ☒ Public storm drains including channels, pipes, inlets, culverts, and appurtenances.
- ☐ Private storm drains including swales, channels, pipes, inlets, and appurtenances.
- ☐ Mailboxes.
- ☐ Lot grading including land clearing, earth moving compaction, import or export of soil, and appurtenances.

- ☐ Walls including retaining walls, perimeter walls, and appurtenances.
- ☐ Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.
- ☒ Other: Recycled water supply system, including mains, service laterals, and appurtenances.

**FAITHFUL PERFORMANCE BOND FOR THE CONSTRUCTION OF SUBDIVISION
IMPROVEMENTS**

PROJECT: PARCEL MAP 19414, AVALON BAY APARTMENTS

**DEVELOPER: AVALON CHINO HILLS, L.P.
A DELAWARE LIMITED PARTNERSHIP**

WHEREAS, the City of Chino Hills, State of California, and AvalonBay Communities, Inc., hereinafter referred to as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated 1/26/2016, and identified as Agreement for Construction of *Subdivision Improvements*, 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, and to guarantee the work for a period of one (1) year;

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, whose place of business is One Tower Square, Hartford, CT 06183, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertaking required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the City of Chino Hills in the penal sum of *Seven Hundred and Sixty Nine Thousand and Ten Dollars and 00/100 (\$769,010.00)* 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 bounded principal, his/her, their or its heirs, executors, administrators, successors, or assigns, shall in all things stand to or abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alterations thereof made as therein provided, on his/her or their 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, protect, defend and save harmless the City of Chino Hills, its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by the said agreement or any extensions thereof as may be granted by the City of Chino Hills, Surety and Principal shall be jointly and severally liable to the City for any and all loss, costs and expense incurred by the City in completing the required improvements; including any administrative expenses and attorney's fees incurred in obtaining completion of the

required improvements or any such fees and expenses incurred in processing any action for damages or for other remedies permitted by law or in equity.

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 attorney's fees, incurred by the City of Chino Hills in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety and Principal further agree that *twenty-five percent (25%)* of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by the City of Chino Hills for one (1) year from the date of acceptance to guarantee said improvements against any defective work or labor done; or defective materials furnished, in performance of the contract with the City of Chino Hills.

The Surety hereby stipulates and agrees that the making of an application for an extension of time by the Principal shall, upon the granting of the application by the City, constitute a waiver by Surety and Principal of all defenses of laches, estoppel, statutes of limitations, and other limitations of action of four (4) years immediately following the date to which the time of performance was extended.


The Surety hereby stipulates and agrees that no charge, extension of time, alterations or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice if any such charge, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 05th day of January, 2016.

AvalonBay Communities, Inc.
(Principal)

Travelers Casualty and Surety Company of America
(Surety)



By 
(Attorney-in-fact) Mark W. Edwards, II

Marilyn Hill
Name of Person that can accept service on
behalf of Surety

3000 Riverchase Galleria, Ste 600, Birmingham, AL 35213
Address where service can be made

CERTIFICATE OF ACKNOWLEDGMENT

State of Connecticut

SS.

County of Fairfield

On the date written below, before me, the undersigned Notary Public, personally appeared Joanne M. Lockridge, signing above for AvalonBay Communities, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dated: January 11, 2016

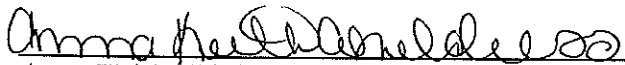
Notary Public: Carran Smith

My commission expires: 7/31/16

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 5th day of January, 2016 before me, appeared Mark W. Edwards, II to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Travelers Casualty and Surety Company of America, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark W. Edwards, II acknowledged said instrument to be the free act and deed of said corporation.



Anna Keith Childress, Notary Public, State at Large

My commission expires: October 03, 2019



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228029

Certificate No. 006357644

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert Read Davis of Atlanta, Georgia; Robert M. Verdin of Metairie, Louisiana; Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, William M. Smith, Evondia H. Woessner, Robert R. Freel, Alisa B. Ferris of Birmingham, Alabama, and Christopher C. Gardner

of the City of Union, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 23rd day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 05 day of January, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

LABOR AND MATERIAL BOND FOR SUBDIVISION IMPROVEMENTS

PROJECT: PARCEL MAP 19414, AVALON BAY APARTMENTS

**DEVELOPER: AVALON BAY CHINO HILLS, L.P.
A DELAWARE LIMITED PARTNERSHIP**

WHEREAS, the City of Chino Hills, State of California, and
AvalonBay Communities, Inc.,
hereinafter referred to as "Principal", have entered into an agreement whereby Principal
agrees to install and complete certain designated public improvements, which said
agreement, dated 1/26/2016, and identified as Agreement for Construction of *Subdivision
Improvements*, is hereby referred to and made a part of 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 Hills to secure the claims to which referenced 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 Travelers Casualty and Surety Company
of America,
whose place of business is One Tower Square, Hartford, CT 06183, a corporation
organized and doing business under and by virtue of the laws of the State of
Connecticut, and duly licensed by the State of California for the purpose of making,
guaranteeing or becoming sole surety upon bonds or undertakings required or authorized
by the laws of the State of California, as Surety, are held firmly bound unto the City of
Chino Hills, and all contractors, subcontractors, laborers, materialmen and other persons
employed in the performance of the aforesaid agreement and referred to in the aforesaid
Code of Civil Procedure in the sum of *Three Hundred and Eighty Four Thousand and five
hundred and Five dollars and 00/100 (\$384,505.00)*, 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 attorney's fees incurred by the City of Chino Hills in
successfully enforcing such obligations, 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 of any and all persons,
companies and corporations entitled to file a claim under Title 15 (commencing Section
3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of actions 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 the making of an application for an extension of time by the Principal shall, upon the granting of the application by the City, constitute a waiver by the Surety and Principal of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City within a period of four (4) years immediately following the date to which the time of performance was extended.

The Surety hereby stipulates and agrees that no changes, extensions of time, alterations or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, said Principal and said Surety have caused this bond to be duly executed this 05th day of January, 2016.

AvalonBay Communities, Inc.

Principal



Travelers Casualty and Surety Company of America
Surety

By: Mark W. Edwards II
(Attorney-in-Fact) Mark W. Edwards, II

Marilyn Hill

Name of Person that can accept
service on behalf of Surety

3000 Riverchase Galleria, Ste 600, Birmingham, AL 35213
Address where service is made

CERTIFICATE OF ACKNOWLEDGMENT

State of Connecticut

ss.

County of Fairfield

On the date written below, before me, the undersigned Notary Public, personally appeared Joanne M. Lockridge, signing above for AvalonBay Communities, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dated: January 11, 2016


Notary Public: Carmen Smith

My commission expires: 7/31/16

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 5th day of January, 2016 before me, appeared Mark W. Edwards, II to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Travelers Casualty and Surety Company of America, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark W. Edwards, II acknowledged said instrument to be the free act and deed of said corporation.



Anna Keith Childress, Notary Public, State at Large

My commission expires: October 03, 2019

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228029

Certificate No. 006357645

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert Read Davis of Atlanta, Georgia; Robert M. Verdin of Metairie, Louisiana; Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, William M. Smith, Evondia H. Woessner, Robert R. Freel, Alisa B. Ferris of Birmingham, Alabama, and Christopher C. Gardner

of the City of Union, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of July, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 23rd day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 05 day of January, 20 16

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A10

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ADMINISTERING AGENCY-STATE MASTER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) REGARDING THE LOS SERRANOS INFRASTRUCTURE - ATP PROJECT

RECOMMENDATION:

Authorize execution of the Administering Agency-State Master agreement No. 00122S with the State of California Department of Transportation (Caltrans) and adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS APPROVING THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00122S BETWEEN THE CITY OF CHINO HILLS AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) REGARDING THE LOS SERRANOS INFRASTRUCTURE - ATP PROJECT.

BACKGROUND/ANALYSIS:

In May 2014, the City submitted an application to Caltrans for an Active Transportation Program (ATP) grant. The proposed project will construct approximately 1.25 miles of sidewalks and related infrastructure in the Los Serranos neighborhood along Mariposa Avenue, Carmelita Avenue, Fairway Boulevard, Yorba Avenue, Murray Avenue, Esther Street, Ethel Street, Cecelia Street, Avery Street, Pheasant Street, and Quail Street.

On November 18, 2014, the City received notification from the Southern California Association of Governments (SCAG) that the California Transportation Commission (CTC) formally approved funding for the Los Serranos Infrastructure – ATP project in the amount of \$1,732,000.

The ATP grant is a combination of Federal funds and State Funds. The City already has a Master Agreement No. 08-5467R with Caltrans for the Federal funds but needs to have a Master Agreement with Caltrans for the State funds. On December 21, 2015, the City received the Administering Agency-State Master Agreement No. 00122S from Caltrans; which is for the State funds and requires the City Council's approval.

AGENDA DATE: JANUARY 26, 2016 PAGE 2
SUBJECT: ADMINISTERING AGENCY-STATE MASTER AGREEMENT WITH
THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) REGARDING THE LOS
SERRANOS INFRASTRUCTURE - ATP PROJECT

Accordingly, staff is asking the City Council to adopt a Resolution approving the Administering Agency-State Master Agreement No. 00122S, authorize the City Manager to certify, and to negotiate and/or sign any future agreements with Caltrans related to this project.

CEQA REVIEW:

On March 24, 2015, the City Council determined that the Los Serranos Infrastructure – ATP is Categorically Exempt under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 and 1502. On June 11, 2015, the City received notification that the project received a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3) of NEPA.

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director and the City Attorney.

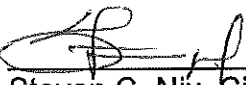
FISCAL IMPACT:

There is no fiscal impact. This project is included in the 2015-16 CIP budget.

Respectfully submitted,

Recommended by:


Konradt Bartlam, City Manager


Steven C. Nix, City Engineer

SN/VC/PS

Attachments: Resolution
Administering Agency-State Master Agreement No. 00122S

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS APPROVING THE ADMINISTERING AGENCY-STATE AGREEMENT NO. 00122S BETWEEN THE CITY OF CHINO HILLS AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) REGARDING THE LOS SERRANOS INFRASTRUCTURE – ATP PROJECT.

WHEREAS, the City applied for competitive grant funding under the 2014 Active Transportation Program (ATP) for construction of sidewalks, curb and gutter, street lights, and related infrastructure in the Los Serranos neighborhood along Mariposa Avenue, Carmelita Avenue, Fairway Boulevard, Yorba Avenue, Murray Avenue, Esther Street, Ethel Street, Cecelia Street, Avery Street, Pheasant Street, and Quail Street ("Project"); and

WHEREAS, the Southern California Association of Governments (SCAG) on behalf of the California Transportation Commission (CTC) approved the grant application and work plan for the Project in a letter dated November 18, 2014; and

WHEREAS, the total Project cost is estimated at \$1,732,000, with a maximum reimbursement ratio of 100% up to \$1,732,000; and

WHEREAS, the Project funding, including reimbursable ATP funding is included in the City of Chino Hills Capital Improvement Program budget for fiscal year 2015-16; and

WHEREAS, the Administering Agency-State Master Agreement No. 00122S for the Project was issued by the Caltrans Division of Local Assistance on December 7, 2015.

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

SECTION 1. That the City Council authorize the execution of the Administering Agency-State Master Agreement No. 00122S.

SECTION 2. That the City Manager of the City of Chino Hills, or his designee, is authorized to certify that the City has, and will, comply with all applicable State and Federal statutory and regulatory requirements related to any Federal and State grants received for the Project.

SECTION 3. That the City Manager of the City of Chino Hills or his designee is hereby authorized to negotiate and execute a grant agreement and any City of Chino Hills amendments or change orders thereto, and certify grant disbursements on behalf of the City of Chino Hills for the Project.

SECTION 4. The Project is exempt from review under the California Environmental Quality Act as a Class 1(c) Categorical Exemption, pursuant to Section 15301 of Guidelines for the California Environmental Quality Act. Class 1 includes a minor alteration of existing public structures and facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including "(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities[.]" Cal. Code Regs. tit. 14, § 15301.

SECTION 5. The City Clerk is directed to cause a certified copy of this Resolution to be returned to Caltrans with two executed copies of Administering Agency-State Master Agreement No. 00122S.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

08 City of Chino Hills

District Administering Agency

Agreement No. 00122S

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Chino Hills, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.
11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.
12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.
13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.
14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Chino Hills

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Chino Hills
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.
 - (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A11

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ENGINEERING DEPARTMENT STAFFING CHANGES

RECOMMENDATION:

1. Approve the amendment of the 2015-16 Authorized Positions to remove one Management Analyst I/II position and add one part-time Administrative Assistant I/II position.
2. Approve the amendment of the 2015-16 Authorized Positions to change the part-time Engineering Technician position to a full-time position.
3. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS
AMENDING THE CLASSIFICATION PLAN TO REFLECT VARIOUS CHANGES.

BACKGROUND/ANALYSIS:

Recently, one of the Management Analysts of the Engineering Department accepted a position within the Community Development Department. This staff member performed administrative paperwork related to grant applications and monthly status reports for CIP projects, various administrative duties related to land development projects, as well as providing assistance to the staff engineers on CIP projects.

This position is one of two current budgeted Management Analyst I/II positions within the department. The department also has a budgeted, part time Engineering Tech I/II position which is currently unfilled. In reviewing the current and future workload within the department, it is felt that the department would be better served by replacing the full time analyst position with a part time Administrative Assistant I/II position and converting the Engineering Tech I/II position from part time to full time.

The Administrative Assistant position will provide support to the one remaining Management Analyst and perform duties related to the grant application and reports,

department budget, and CIP administration. The full time Engineering Tech position will be more engineering-related and, therefore, capable of providing a higher level of technical expertise to the engineers than the Management Analyst could be expected to provide.

CEQA REVIEW:

This action is not a project within the meaning of the CEQA Guidelines Section 15278 and is, therefore, exempt from CEQA as it is an administrative change that will not result in any direct or indirect physical change in the environment.

REVIEW BY OTHERS:

This item was reviewed by the Deputy City Manager and Finance Director.

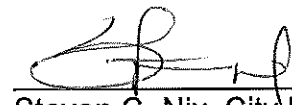
FISCAL IMPACT:

No additional appropriations are needed for these recommendations.

Respectfully submitted,


Konradt Bartlam, City Manager

Recommended by:


Steven C. Nix, City Engineer

SN/VC/PS

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO
HILLS AMENDING THE CLASSIFICATION PLAN TO REFLECT
VARIOUS CHANGES

WHEREAS, the City Council has authorized the City Manager to make recommendations as to the staffing structure, classifications, and salary levels for City employees; and

WHEREAS, the City Council has reviewed recommendations regarding changes to the City's Classification Plan; and

WHEREAS, the City Council desires to amend the Classification Plan.

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

SECTION 1. The City Council does approve the amendment of the Classification Plan to remove one Management Analyst I/II position from the Engineering Department.

SECTION 2. The City Council does approve the amendment of the Classification Plan to add one part-time benefitted Administrative Assistant position to the Engineering Department.

SECTION 3. The City Council does approve the amendment of the Classification Plan to change one part-time Engineering Technician position in the Engineering Department to a full-time benefitted position.

SECTION 4. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A12

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: SANBAG MAINTENANCE OF EFFORT RESOLUTION

RECOMMENDATION:

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS
ADOPTING THE MEASURE I 2010-2040 MAINTENANCE OF EFFORT BASE
YEAR LEVEL .

BACKGROUND/ANALYSIS:

In November 1989, voters in San Bernardino County approved a ½ cent sales tax known as Measure I to be used for road maintenance. In 2004, voters approved the extension of the Measure I sales tax through 2040. The intent of Measure I funding was to supplement yet not replace any other form of funding that was being used to facilitate road maintenance.

When Measure I was extended in 2004, provisions were included to create an Independent Taxpayers Oversight Committee (ITOC) to provide citizen review and to ensure that all Measure I funds are spent in accordance with provisions of the Expenditure Plan and Ordinance. This group was to be established on April 1, 2010. In 2014, the ITOC requested that Sanbag have a program in place that would ensure that receiving agencies were not using Measure I funds as a replacement funding source for road maintenance projects, in particular, General Fund. Sanbag determined it would be necessary to establish a "Base Year" level of such General Fund expenditures and it was ultimately agreed that Fiscal Year 2008/09 would be the starting point.

Each agency submitted documentation to Sanbag to identify projects done during this time frame and how each was funded. Again, the focus was to ensure that Measure I funding was not being used to replace what was previously accomplished with the General Fund. In fiscal year 2008/09, Chino Hills listed projects and maintenance efforts in the amount of \$2,559,213 of which \$1,041,713 was identified as General Fund.

In further review, it was identified that \$876,000 was loaned from the General Fund for the Peyton Drive / Eucalyptus Avenue project and, once the FHWA grant funds and Measure I nexus funds were made available to the project, the General Fund loan was repaid. In consideration of the loan repayment and several other allowed adjustments, the actual amount of General Fund used in FY 08/09 became \$140,313. This is the amount that will be established as the base year level for the City.

The City must maintain at least this level of General Fund expenditures for road maintenance through the life of the Measure I program. Sanbag plans to complete an audit of the years between 2008/09 and 2014/15 and each agency will be required to mitigate any deficiency found through the audit. Beginning FY 2015/16, each agency will be required to provide documentation verifying compliance with base year level. If an agency does not meet the required levels and does not mitigate any shortfall within a three year window, that agency will not receive their Measure I allocation.

CEQA REVIEW:

This action is not a project within the meaning of the CEQA Guidelines Section 15278 and is, therefore, exempt from CEQA as it is an administrative change that will not result in any direct or indirect physical change in the environment.


REVIEW BY OTHERS:

This item was reviewed by the City Attorney and Finance Director.

FISCAL IMPACT:

No additional appropriations are needed for these recommendations.

Respectfully submitted,


Konradt Bartlam, City Manager

Recommended by:


Steven C. Nix, City Engineer

SN/VC/PS

Attachment: Resolution

RESOLUTION NO. 2016R-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHINO HILLS ADOPTING THE MEASURE I 2010-2040
MAINTENANCE OF EFFORT BASE YEAR LEVEL.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (Authority) to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Local Streets Program is a Measure I program that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities; and

WHEREAS, in accordance with Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan (Strategic Plan) Policy VLS-22, Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes; and

WHEREAS, the Strategic Plan requires each local jurisdiction adopt a Maintenance of Effort base year level that is equivalent to the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008/2009, with some allowances for exceptions, to be approved by the Authority; and

WHEREAS, Authority will monitor local jurisdiction annual use of discretionary General Fund for transportation-related construction and maintenance activities relative to the Maintenance of Effort base year level through 2040 through the annual audit process; and

WHEREAS, failure to meet the Maintenance of Effort base year level requirements can result in temporary to permanent withholding of Measure I Local Street Program funds.

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

SECTION 1. The City Council does approve the Measure I 2010-2040 Maintenance of Effort Base Year Level of \$140,313.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A13

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ELECTRIC VEHICLE CHARGING STATIONS

RECOMMENDATION:

1. Authorize the appropriation of funds from the Air Quality AB2766 reserves in the amount of \$35,900 to purchase electric vehicle charging stations at a cost of \$23,134.20 and \$12,750 for site prep and installation.
2. Approve a purchase with ChargePoint in the amount of \$23,134.20 for three (3) electric vehicle charging stations to be installed at the Civic Center and the Community Center.
3. Authorize the City Manager to execute a seven (7) year lease agreement with NRG EV Services, LLC (NRG) to install and operate, at no cost to the City, one (1) quick charge electric vehicle charging station in the northern parking lot of the Community Center.

BACKGROUND/ANALYSIS:

In order to meet the increasing demand for public electric vehicle charging stations, staff sought proposals for four stations to be installed at the Government Center and the Community Center. On August 13, 2015, staff received two proposals. After extensive research, staff is recommending that Council approve both proposals to best meet the needs of the City.

The first proposal, submitted by NRG, is a no-cost solution to install and operate one (1) quick-charge station. Staff is recommending that Council authorize the City Manager to sign a lease agreement for a space located in the northern parking lot of the Community Center. NRG will be responsible for the maintenance and operation of the quick charge station; establishing a dedicated power source; payment of electric charges; setting the rates for usage; and collecting fees from the users. NRG provides a membership based business plan in which members pay \$14.99 per month for usage of their stations, whereas, non-members pay a higher than average rate for use of the charging stations. The current cost for NRG members is \$0.10 per minute for members. Non-members pay \$4.95 plus \$0.20 per minute. The typical time for charging is thirty minutes.

As an alternate choice for users, staff is also recommending three slow charge stations from the second proposer, ChargePoint. This option requires the City to purchase, own, and operate the stations. It also enables the City to impose a reasonable fee for its use, while recouping the initial cost, electricity cost, and maintenance cost. One of the stations would be located at the southwest corner outside of the Parking Structure at the Government Center, while the remaining two will be located adjacent to the quick charge station at the Community Center. Staff will prepare the sites for installation of the equipment and a qualified installer will activate the stations, which is anticipated to occur in February or March of 2016.

Annual costs for the ChargePoint stations include maintenance, electricity, repairs, and fee collection service. ChargePoint covers all of these costs, except electricity, through the first year following installation and the City will contract for these services thereafter. This complete service package is offered by ChargePoint for \$1,300 per year for each of the three stations. In addition, staff estimates the electric consumption to equal approximately \$2,500 per station. At a rate of \$0.21 per kWh, staff anticipates sufficient revenue to recoup these annual costs.

The NRG station will provide a connection for one vehicle, while each ChargePoint station will provide connections for two vehicles. This project will result in the availability of seven connections at the two locations.

The NRG charging system is a quick charge with the typical charging time of thirty minutes. The ChargePoint has a typical charging time of four hours. The following is an estimated cost comparison of the two proposals for the customers.

Monthly number of Charges	Four	Two
NRG Member	\$27.00	\$21.00
NRG Non-Member	\$44.00	\$22.00
ChargePoint	\$23.52	\$11.76

This project qualifies for the use of Air Quality AB2766 subvention funding for the purchase and installation of the ChargePoint stations. The on-going maintenance cost and revenue collections would be through the General Fund. Additionally, AQMD is offering a grant which may reimburse the City for up to \$2,000 per station, or a total of \$6,000. Staff will pursue this grant in conjunction with the construction of the ChargePoint stations.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director, City Attorney and Contract Compliance Officer.

FISCAL IMPACT:


The financial impact to the City's Air Quality AB2766 Funds will be approximately \$35,900 to fund the purchase and installation of the ChargePoint system. Staff will request General Fund appropriations in the fourth quarter for the operational costs and revenue associated with this project.

CEQA REVIEW:

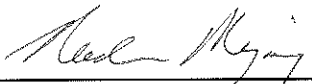
This action is not a project within the meaning of the CEQA Section 15378 and is therefore exempt from CEQA. Consequently, the subject activity is categorically exempt from further CEQA review under California Code of Regulations Title 14, Section 15303.

Respectfully submitted,

Recommended by:



Konradt Bartlam, City Manager



Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG

Attachment: Agreement

CHARGING STATION LICENSE AGREEMENT

This CHARGING STATION LICENSE AGREEMENT (this "Agreement"), dated as of January 12th, 2016 (the "Effective Date"), is between NRG EV SERVICES LLC, a Delaware limited liability company, d/b/a NRG eVgo ("eVgo"), and CITY OF CHINO HILLS, a California municipal corporation ("Host"). Each of eVgo and Host is a "party," and together they are the "parties," to this Agreement.

BACKGROUND

A. eVgo provides a variety of vehicle charging and support services to owners of electric plug-in vehicles ("EVs");

B. Having charging stations onsite allows Host to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation;

C. Host desires to participate in eVgo's network of charging stations for EVs (the "eVgo Charging Network"); and

D. This Agreement sets forth the parties' agreement with respect to Host's grant of the License to eVgo.

AGREEMENT

In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 LICENSE; EXCLUSIVITY

1.1 **Host Property.** The Host is the owner of the property described in Exhibit A and B, attached hereto and made a part hereof (the "Host Property").

1.2 **Grant of License.** Host, for good and valuable consideration, the sufficiency of which is acknowledged, grants to eVgo a license (the "License") to use a portion of Host Property identified in Exhibit A and B (the "Licensed Space") for the purposes described in this Agreement.

1.3 **Use of Licensed Space.** The License covers only the Licensed Space and the areas of Host Property that are reasonably necessary to provide access to and from the Licensed Space and the Freedom Station (as defined below), for the purposes of the construction, installation, maintenance, repair and operation of the Freedom Station by eVgo, together with any ancillary uses permitted herein, all in accordance with this Agreement.

1.4 **Exclusivity.** Host hereby grants eVgo an exclusive right to provide Charging Stations, and any related services set forth in this agreement, within a distance of two parking stalls from any parking stalls served by the Licensed Space, for so long as eVgo retains any License under this Agreement. Host hereby represents and warrants that, to the extent necessary to affect such grant of exclusive right to eVgo, Host has obtained all required consents of one or more third parties or such one or more third parties have granted such exclusive right to eVgo.

ARTICLE 2 TERM; TERMINATION

2.1 License Term. The term ("Term") of the License shall commence on the Effective Date and, subject to the provisions of Section 2.2 below, end on the date that is seven (7) years from the Commencement Date (as extended from time to time, the "License Expiration Date"). The "Commencement Date" shall mean the date on which the Freedom Station is first operational. The License will automatically renew on a month-to-month basis until terminated by either party with thirty (30) day prior written notice. The parties agree that eVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.

2.2 Termination.

(a) **For Cause.** This Agreement may be immediately terminated for cause by either party in the event of the following:

i. **Breaches.** The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii. **Assigns.** The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement in a manner prohibited by this Agreement.

iii. **Insolvency.** The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

(b) **Licensed Space on Termination.** Promptly following the expiration or termination of this Agreement, eVgo shall remove the Freedom Station from the Licensed Space and restore the affected area to its former condition, excluding ordinary wear and tear; *provided, however*, that any underground electrical wiring shall be capped off and secured in compliance with applicable codes, laws and regulations, including any applicable permit requirements, but not removed. For the avoidance of doubt, eVgo will not remove any equipment installed by a utility.

(c) **No Further Obligations.** Upon any termination pursuant to this ARTICLE 2, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

(d) Notwithstanding the above, in the absence of any breach of this Agreement by eVgo, Host shall have the right unilaterally to terminate this Agreement without liability with one (1) year's prior written notice of termination to eVgo if Host determines that the Licensed Space is no longer appropriate for use by Licensee due to public emergency or another matter of significant public interest and upon a finding by Host's City Council, in its absolute discretion, that the Licensed Space is necessary for Host to use to provide for the public health, safety, convenience or welfare.

**ARTICLE 3
FREEDOM STATION**

3.1 Charging Stations; Freedom Station; Ancillary Facilities.

(a) The design, make, model, and manufacturer of the EV charging stations (each a "Charging Station") and their number and locations are specified in Exhibits A and B. eVgo, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in the Licensed Space, but shall not materially reduce the functionality of the Charging Stations without Host's consent.

(b) For purposes of this Agreement, "Freedom Station" shall mean all electrical equipment, hardware, and software installed by eVgo, the Charging Stations, all eVgo signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.

3.2 Access. eVgo customers shall have access to the Licensed Space twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. eVgo and its employees and vendors may, at any time during the Term, access the Licensed Space and the parking lot area of the Host Property to maintain, inspect, repair or replace any portion of the Freedom Station pursuant to its obligations under Section 3.4(a) and 3.5.

3.3 Signage. eVgo may paint, place, erect, or project signs or marks in, on, or about the Licensed Space or elsewhere on the Host Property only with the written approval from the Public Works Director and any other approval required by the Chino Hills Municipal Code. eVgo shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and eVgo shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Changes to any sign plan shall be subject to the Host's written approval. eVgo shall indemnify Host and save Host harmless from all claims and damages resulting from any sign, mark or advertising device erected by eVgo at the Host Property. Further, eVgo and Host also agree to place signage on or around the Freedom Station, designating the area as "EV Charge Parking Only," and will take reasonable measures to discourage non-EV vehicles from parking in the Licensed Space, including, without limitation, towing. Host agrees that it shall not place any signs, marks or advertising devices on any portion of the Freedom Station or in the Licensed Space without eVgo's prior written consent (which may be granted or denied in eVgo's commercially reasonable discretion).

3.4 Installation.

(a) eVgo is solely responsible for supervising or conducting the construction and installation activities for the Freedom Station, and has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work.

(b) Before beginning activities to install the Freedom Station in the Licensed Space, eVgo shall give a copy of the tentative construction schedule and installation plans to Host for its approval. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained. Once approved, and on the parties' respective demonstration that all insurance coverages required by this Agreement are in place, eVgo will, at its sole expense, oversee and manage the installation of the Freedom Station, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all eVgo-branded signage.

(c) eVgo will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Freedom Station, and Host will reasonably cooperate upon request with eVgo's efforts to do so.

(d) Host grants to eVgo and its employees and vendors the non-exclusive right to use and occupy the Licensed Space and Host's adjacent property for the construction and installation of the Freedom Station, and eVgo and its employee and vendors shall confine any operations strictly to those sites permitted by applicable law, ordinances, permits and Host. Only those materials and equipment that are being used directly in the construction and installation of Freedom Station shall be brought to and stored on the Licensed Space and its adjacent areas. eVgo shall ensure that all work is performed in a manner that affords continuous, unimpeded access to Host Property.

(e) eVgo will not permit or suffer any mechanic's or materialmen's liens or stop notice to attach to the Licensed Space as a result of the installation of the Freedom Station. If such a lien attaches to

the Licensed Space, eVgo shall remove or bond over such lien at eVgo's sole cost and expense, within twenty (20) days of eVgo receiving written notice thereof from Host.

(f) On completion of the installation of the Freedom Station, eVgo shall retain all ownership rights therein and shall have the right to remove all or a portion of the same, consistent with this Agreement, at any time during the License Term, whether or not said items are considered fixtures and attachments to the Licensed Space under applicable laws.

(g) To the extent that prevailing wages are required to be paid under state law for construction, installation and maintenance activities, eVgo shall pay prevailing wages and comply with all applicable provisions of the Prevailing Wage Law.

3.5 Operation and Maintenance. Except as otherwise provided in this Agreement, eVgo will, at its sole cost and expense, maintain and operate the Freedom Station, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. Notwithstanding the foregoing and anything to the contrary, all damage or injury to the Freedom Station, whether requiring structural or nonstructural repairs, that result solely from the misuse by or grossly negligent conduct or intentional omission of Host may be repaired by eVgo, at Host's sole cost and expense, to the condition that existed before the damage. Host and eVgo shall mutually agree in writing to reasonable costs for the repair before Host's obligation to pay for the repair becomes due.

3.6 Host Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Licensed Space. For the avoidance of doubt, Host shall be under no obligation to maintain the Freedom Station, signage or any other equipment installed by eVgo within the Licensed Space. To the extent Host has actual knowledge of the same, Host shall promptly notify eVgo and, as appropriate, emergency response personnel regarding any malfunction of the Freedom Station.

3.7 Utility Availability.

(a) eVgo shall, at its sole expense, ensure that the Freedom Station contains separately-metered electricity, and the electricity costs from those meters are the sole obligation of eVgo.

(b) Host shall cooperate with eVgo to obtain electricity and any other utilities necessary to operate the Freedom Station; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility or eVgo associated with the provision of such utilities.

(c) Neither Host nor eVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in ARTICLE 7.

3.8 Training and Reporting. To better facilitate the use of the Licensed Space by the target customers, eVgo will provide initial training to Host and its designated employees on the basic operation of the Charging Stations at no cost to Host. As appropriate thereafter, Host may periodically train and retrain its employees on the use of the Freedom Station, so that Host employees who might provide any such support services have the requisite training to assist and answer questions from customers.

3.9 Taxes. This Agreement may create a taxable property interest in the Premises. eVgo is solely responsible for personal property, possessory interest, income, franchise and similar taxes imposed on the Freedom Station, and any other equipment installed by it, that is located in the Licensed Space.

3.10 Limitation. The License does not grant any interest in or estate in land.

ARTICLE 4 INTELLECTUAL PROPERTY; PUBLICITY

4.1 Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.

(a) *Host Intellectual Property.* The parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and eVgo has no right, and shall not obtain any right, in any Host Intellectual Property.

(b) *eVgo Intellectual Property.* The parties agree that, as between them, eVgo has and retains ownership of all of eVgo's Intellectual Property, and Host has no right, and shall not obtain any right, in any eVgo Intellectual Property.

4.2 Ownership of Drawings and Other Documents. All documents prepared by or under the direction of eVgo pursuant to this Agreement, including, without limitation, drawings, specifications, and other documents, including those in electronic format, are solely and exclusively eVgo Intellectual Property, and eVgo retains all common law, statutory and other reserved rights, including the copyright. eVgo understands and agrees that said documents may become public records pursuant to the California Public Records Act and, as such, the City may be required to duplicate and distribute copies of any of them to any person upon request.

4.3 Publicity.

(a) eVgo and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by eVgo or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein.

(b) Notwithstanding the foregoing, eVgo may advise mapping services and the manufacturers of vehicle navigation systems of the existence of the Freedom Station at the Licensed Space so that such services and manufacturers may include such information in connection with their mapping services and navigation systems; and eVgo may disclose to the public information about the location of the Freedom Station and the progress of its construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties referenced in Section 5.2 as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1 Representations and Warranties. Each of Host and eVgo hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its

governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) to its knowledge there is no pending or threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement. The statement "to its knowledge," shall be deemed to indicate that no information that would give the undersigned signatories current actual knowledge of the inaccuracy of such statement has come to their attention. However, they have not undertaken any independent investigation to determine the accuracy of such statements.

5.2 Rights to Host Property.

(a) In the event that either (i) the Host Property is sold or otherwise transferred to any person or entity or (ii) Host otherwise ceases to have the requisite level of control over the Host Property necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

ARTICLE 6 INSURANCE; CASUALTY AND CONDEMNATION

6.1 eVgo Insurance.

(a) During the License Term, eVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

i. Full replacement cost Property Insurance (written on a "special perils" basis) for the Freedom Station and all other personal property, machinery, equipment and trade fixtures owned by eVgo;

ii. Statutory Worker's Compensation Insurance, and Employer's Liability limits of the amount required by law, or \$1,000,000.00 per accident/per employee, whichever is greater;

iii. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; eVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host.

iv. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

v. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Space, and resulting from the use of the Freedom Station, the occupancy of the Licensed Space and/or the negligence of eVgo and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

(b) With respect to eVgo's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Freedom Station or the Licensed Space.

(c) Before installation of the Charging Station(s), Freedom Station and any ancillary facilities and from time to time upon request, eVgo shall provide Host with a certificate of insurance, evidencing the required coverages.

6.2 Host Insurance.

(a) User warrants that it is a member of the Southern California Joint Powers Insurance Authority ("SCJPIA") through which it participates in the following self-insurance and loss-pooling programs administered by the SCJPIA for its members General and Automobile Liability Program with a liability limit of five million dollars (\$5,000,000) per occurrence, and an aggregate limit of ten million dollars (\$10,000,000).

6.3 Policy Requirements. The insurance policies required under Sections 6.1 shall:

(a) provide that the insurance not be canceled or nonrenewed, or coverage materially reduced in a manner that may adversely affect the other party, unless thirty (30) days' (or ten (10) days' in the event of non-payment of premium) advance written notice is given to such other party; and

(b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein.

6.4 Intentionally omitted.

6.5 Casualty and Condemnation.

(a) Damage. If the Licensed Space, any portion of the Freedom Station or any portion of the Host Property is damaged by fire or other casualty, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the License on written notice to the other party. If eVgo elects to repair its property (and conditioned upon Host repairing or restoring the Licensed Space itself to its prior condition, which it may elect to do in its sole discretion), it shall restore, rebuild, or replace those portions of the Freedom Station in the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition. If eVgo elects to terminate the License, it shall remove all of eVgo's property from the Licensed Space in accordance with Section 2.2(b) of this Agreement. Any repair and restoration required by eVgo under this Section 6.5(a) shall commence within thirty (30) days of the date eVgo elects to repair and restore the Licensed Space and shall be completed no later than 30 days thereafter.

ARTICLE 7 INDEMNITY; LIMITATION OF LIABILITY

7.1 eVgo. Subject to Sections 3.5, and 7.3, eVgo shall indemnify, defend and hold harmless Host, its representatives, agents, elected officials and employees (individually, "Host Party" and, collectively, the "Host Parties") from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of eVgo, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, "eVgo Party" and, collectively, the "eVgo Parties") in connection with this Agreement, (ii) any breach by eVgo of its obligations, representations or warranties under this Agreement,

and (iii) the use or operation of the Freedom Station or other use of the Licensed Space by eVgo customers during the Term, except to the extent arising out of or resulting from any willful misconduct or gross negligence of any Host Party or any installation activities conducted by a contractor or other service provider designated by Host. The obligations of eVgo under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.

7.2 Host. Subject to Section 7.3 hereof, Host shall indemnify, defend and hold harmless the eVgo Parties from and against all Losses that arise out of or result from (i) any willful misconduct or gross negligence of any Host Party in connection with this Agreement, (ii) any breach by Host of its obligations, representations or warranties under this Agreement. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.

7.3 Limitation of Liability. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability for any and all liability to the other party and to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection this Agreement whether in contract or in tort (including negligence and strict liability) shall not exceed ONE MILLION DOLLARS (\$1,000,000.00); provided that the foregoing limitation shall not apply with respect to indemnification obligations regarding either of the following: (1) third party claims or (2) claims by the City covered by insurance up to the limitations required to be maintained in Article 6 hereunder. The provisions of this Section 7.3 shall apply to the full extent permitted by law and shall survive termination of this Agreement.

ARTICLE 8 MISCELLANEOUS

8.1 Independent Agreements. The parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between eVgo and Host.

8.2 Survival of Covenants. The covenants, representations and agreements of ARTICLE 7 and Sections 2.2(b), 4.1, 5.1, and 8.6 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.

8.3 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to eVgo:

NRG EV Services LLC
1000 North Post Oak, Suite 240
Houston, Texas 77055
Attn: Arun Banskota, President

With a copy to (which shall not constitute notice):

NRG EV Services LLC
1000 North Post Oak, Suite 240
Houston, Texas 77055
Attn: General Counsel

If to Host:

City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

Each party may change its address for notice by giving notice thereof to the other party.

8.4 Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; *provided, however*, that either party may assign its rights and obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition or successor to all or substantially all of the assets of such party at any time and without consent.

8.5 Independent Contractors. The parties shall act as and be independent contractors in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

8.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in San Bernardino County, regardless of location of the Host Property.

8.7 Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.

8.8 Force Majeure. Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. The License for the Licensed Space may be terminated without any termination fee or other penalty by the party whose performance has not been affected if non-performance continues for more than sixty (60) days.

8.9 Attorneys' Fees. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

8.10 No Waiver. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

8.11 No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

8.12 Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.

8.13 Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

8.14 Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

8.15 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

8.16 Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Effective as of the date first set forth above.

eVgo:

NRG EV SERVICES LLC,
a Delaware limited liability company

By: Arin Banskota

Name: AWN BANSKOTA

Title: PRESIDENT

KL

HOST:

CITY OF CHINO HILLS, CALIFORNIA,

Date: _____ By: _____
Konrad Bartlam, City Manager

ATTEST:

Date: _____ By: _____
CITY CLERK

APPROVED AS TO FORM:

Date: _____ By: _____
CITY ATTORNEY

Exhibit A

Host Property

Description of Host Property:	Chino Hills Community Center
Address:	14250 Peyton Drive Chino Hills, CA 91709
Licensed Space:	See <u>Exhibit B</u> .
Number and Type of Charging Stations to be located on Licensed Space	<u>DC Fast Charging Stations</u> : Two (2) The model and specifications of the Charging Stations are attached and incorporated into this Exhibit A by this reference.

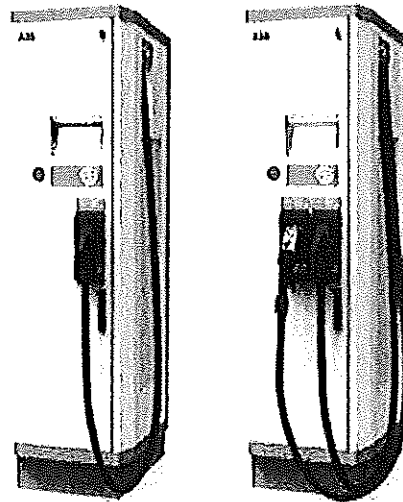
Terra 53 multi-standard DC charging station

The Terra 53 multi-standard DC charging station is a configurable single or dual port 50 kW fast charging station. Its flexible multi-protocol design allows CCS (C), CHAdeMO (J) or dual functionality depending on the individual charging needs of each customer. Designed for the "charge and go" segment, the Terra 53 multi-standard DC charging station is ideal for use at car dealerships, fuel stations and busy urban areas.

The Terra 53 multi-standard DC charging station combines industry standardization with fast charging technology to support the next generation of electric vehicles. Its multi-protocol design allows for easy tailoring to support SAE Combo (CCS) and CHAdeMO 1.0 for DC fast charging. Seamless integration with several payment and billing platform solutions enables easy and secure payments via smart-phone and/or RFID card. The Terra 53 multi-standard DC charging station's smart connectivity allows remote monitoring, maintenance and functional upgrades that provide customers with the tools necessary to gather granular usage statistics and reports.

Main features

- DC CCS standard fast charging station
 - 30 to 80% in 15 minutes
- Web connected and future proof
 - Remote assistance, management and servicing
 - Smart software upgradeability
- Easy to use
 - 8" daylight readable touch screen display
 - Display charging progress
 - RFID authorization
- Aesthetic design and all weather steel housing
- Quick and easy installation
- Low operational noise



Applications

- Highway fuel station operators
- Busy urban areas
- Commercial fleet operators
- EV Infrastructure operators and service providers

Key optional features

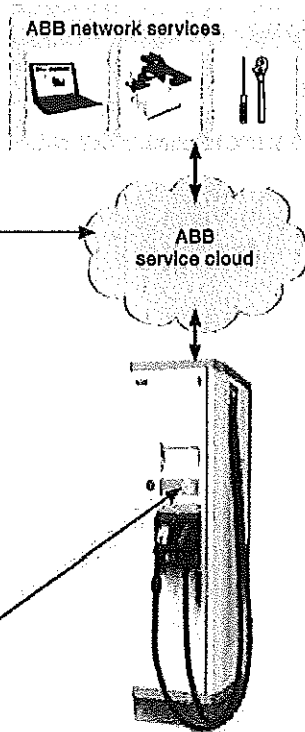
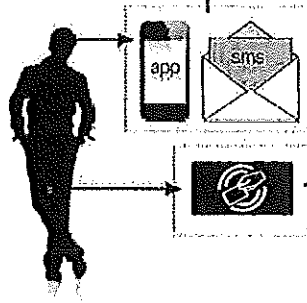
- CHAdeMO DC fast charging expansion package
- Pin code authorization
- Input power limiting software avoids expensive grid upgrades
- Galaxy web based management software
 - Statistics module with data per user
 - Fleet access management module
- Point of sale, back office integration to enable external billing and payment solutions
- Charger status information for car navigation purposes
- Wide temperature range: -35°C to +55°C
- Customized branding possibilities and user interface styling
- Extended cable length to allow placement flexibility
- Credit card reader

Power and productivity
for a better world™



Open Charge Point Protocol
Authorization of a Ticket / Media
Charging Point Information
Charging Status
Remote Start/Stop

3rd party parking
management &
payment systems
backoffice servers



The Galaxy web based management software allows remote monitoring, maintenance and functional upgrades providing customers with the tools necessary to gather usage statistics and reports.

Technical specifications	
System	Multi-standard DC charging station
Environment	Indoor / outdoor
Operating temperature	-10 °C to +55 °C (de-rating characteristic applies) Option: -35 °C to +55 °C
Storage temperature	-40 °C to +70 °C
Compliance and safety	c UL us (pending)
Input	
AC power connection	3P + PE
Input voltage range	480 V _{AC} +/-10% (60 Hz)
Max. rated input current & power	75A, 60 kVA
Power factor (full load)	> 0.98
Efficiency	95% at nominal output power
DC output	
Maximum output power	50 kW
Output voltage range	200 – 500 V _{DC} (Combo-1) Option: 50 – 500 V _{DC} (CHAdeMO)
Maximum output current	165 A _{DC} +/-5% (Combo-1) Option: 120 A _{DC} (CHAdeMO)
General	
DC connection standard	EN61851-23 / DIN 70121 Combo-1 Option: CHAdeMO 1.0
DC cable length	10 ft or 15 ft (optional: 20 ft)
DC plug type	Combo-1 / JEVs G105 Option: CHAdeMO
RFID system	ISO/IEC14443A/B, ISO/IEC15693, FeliCa™ 1, NFC reader mode
Network connection	GSM / CDMA modem 10/100 Base-T Ethernet
Power consumption idle	25 W (max)
Protection	Type 3R
Operational noise level	< 55 dBA
Dimensions (D x W x H)	30" x 21" x 75" 760 mm x 525 mm x 1900 mm
Weight	880 lbs / 400 kg

Copyright 2013 ABB. All rights reserved. 4EVC204301-LFUS

ABB Inc.
Electric Vehicle Charging Infrastructure
16250 W. Glendale Drive
New Berlin, WI 53151
Tel: 262-785-3200

www.abb.com/evcharging

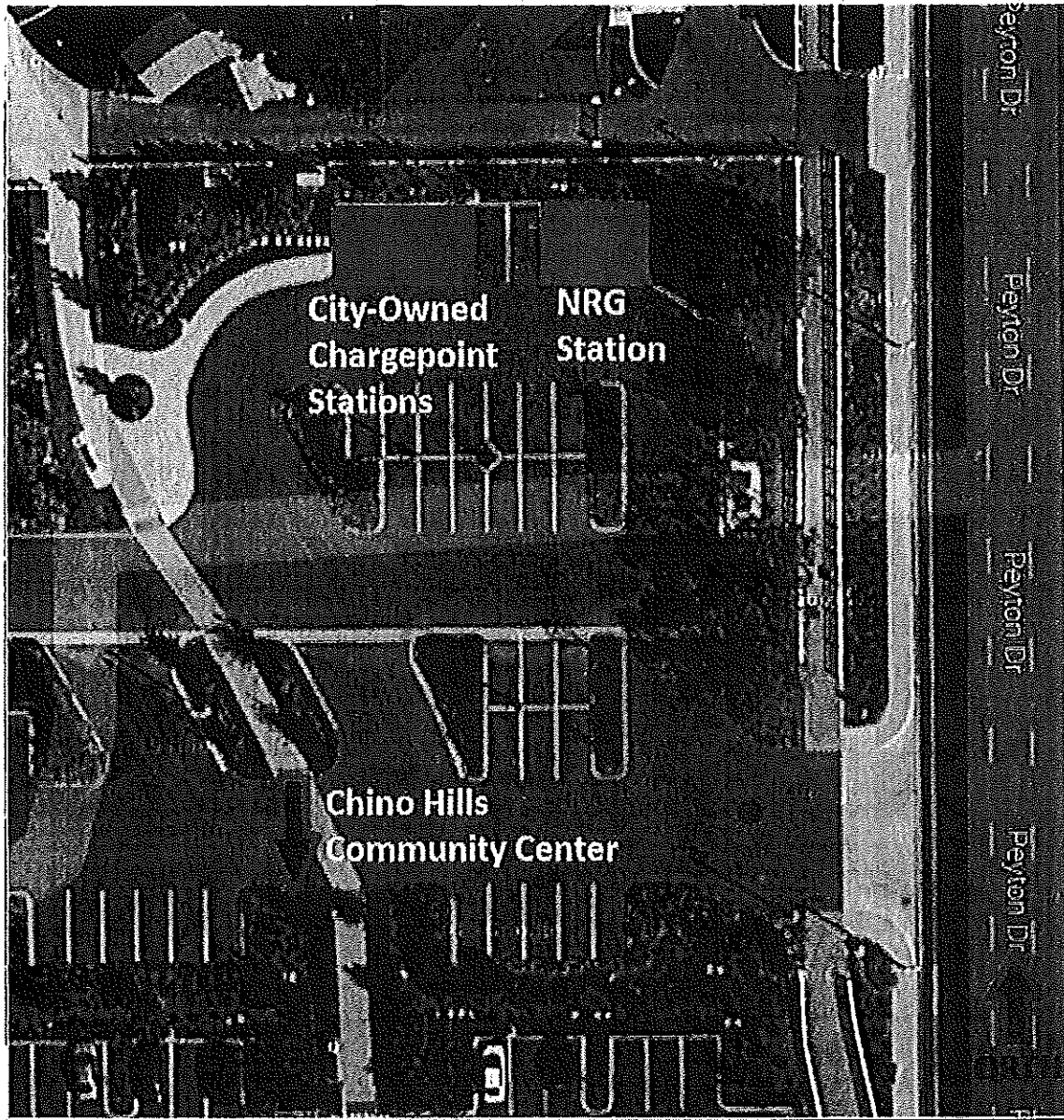
Power and productivity
for a better world™



Exhibit B

Licensed Space (labeled "NRG Station")

EXHIBIT B



COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☐

Discussion Item: ☒

Consent Item: ☐

Item No.: A14

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY COUNCIL COMPENSATION

RECOMMENDATION:

Provide direction to staff regarding adjustments to City Council Compensation.

BACKGROUND/ANALYSIS:

California Government Code Section 36516 authorizes a city council to enact an ordinance providing a salary based on the population of the city. Per the January 2015 California Department of Finance report the population in Chino Hills is 77,596. The base council salary for cities with a population between 75,000 and 150,000 residents is \$600 per month. The salary of council members may be increased above \$600 by ordinance. However, the increase shall not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment.

California Government Code Section 36516.5 states that a change in compensation does not apply to a councilperson during his/her term of office. However, the prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of their beginning a new term of office.

On December 1, 1991, the City Council adopted Ordinance 91-08, which set the City Council's monthly compensation at \$400 per month pursuant to the provisions of Government Code Section 36516. The monthly compensation has been adjusted two times since 1991. Effective January 1, 2003, the City Council compensation was increased to \$541.00 per month and effective January 1, 2007, the City Council compensation increased to \$661.50 per month.

California Government Code Section 36516 (4) authorizes an adjustment of up to five percent (5%) per calendar year from the operative date of the last adjustment of the salary. Utilizing the maximum possible increases under this section, the Chino Hills City Council would be permitted to enact by ordinance an increased salary to \$959.17 in

AGENDA DATE: JANUARY 26, 2016
SUBJECT: RECOMMENDED ADJUSTMENTS TO COUNCIL
COMPENSATION

PAGE TWO

2016 or \$992.25 per month in 2017. The 2016 increase would become operative after the November 2016 election, and the 2017 increase would be operative after the next subsequent election.

City staff conducted a survey of council salaries in 13 comparison cities as a reference tool for the City Council. The survey is provided as Attachment 1. The population in the comparison cities ranges from 34,926 to 171,386 and the compensation for council members ranges from a low of \$400 to a high of \$1,709.

Staff requests Council direction on how to proceed on this issue.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney's Office.


FISCAL IMPACT:

There is no fiscal impact associated with the discussion of this issue. Subject to Council's direction, funds will be included in the FY 2016/17 operating budget.

CEQA REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. Discussion of a possible ordinance will not result in any direct or indirect, physical change in the environment.

Respectfully submitted,


Konradt Bartlam, City Manager

KB:BM:LJ:ssr

Attachments:

- 1) City Council Compensation Survey
- 2) Government Code Section 36516
- 3) Government Code Section 36516.5

Attachment 1
City Council Compensation Survey

City	Population	Monthly Salary	Last Raise
Brea - General Law	41,394	680.69	
Chino - General Law*	80,319	1,281.00	2008
Claremont - General Law	34,926	500.00	
Corona - General Law	159,132	800.00	
Covina - General Law	46,837	400.00	
Diamond Bar - General Law	56,365	746.00	
Glendora - General Law	51,290	700.00	2007
Montclair - General Law	36,664	City Council - \$742.00 Mayor - \$1,042.00	2007
Ontario - General Law	163,924	1,709.00	2014
Pomona - Charter	162,140	819.00	2014
Rancho Cucamonga - General Law	171,386	City Council - \$1,310.00 Mayor - \$1,459.00	2008
Upland - General Law*	75,687	City Council - \$500.00 Mayor - \$600.00	
Yorba Linda - General Law	67,032	525.00	
Minimum	34,926	400.00	
Maximum	171,386	1,709.00	

*The highlighted cities (Chino and Upland) are in the same 75,000 - 150,000 population category as Chino Hills

State of California
GOVERNMENT CODE
TITLE 4. GOVERNMENT OF CITIES
DIVISION 3. OFFICERS
PART 1. GENERAL
§ 36516

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$400) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$600) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$800) per month.

(F) In cities over 250,000 population, up to and including one thousand dollars (\$1,000) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes

of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(Amended by Stats. 2009, Ch. 332, Sec. 68. (SB 113) Effective January 1, 2010.)

State of California
GOVERNMENT CODE
TITLE 4. GOVERNMENT OF CITIES
DIVISION 3. OFFICERS
PART 1. GENERAL
§ 36516

36516.5. A change in compensation does not apply to a councilman during his term of office; however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of his beginning a new term of office.

(Added by Stats. 1966, 1st Ex. Sess., Ch. 12.)

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: January 26, 2016

Public Hearing: ☒

Discussion Item: ☐

Consent Item: ☐

Item No.: B01

January 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: VACATION OF A PORTION OF ERMINE DRIVE

RECOMMENDATION:

Conduct a Public Hearing and adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ORDERING THE VACATION OF A PORTION OF ERMINE DRIVE BETWEEN SAMBAR STREET AND ITS WESTERLY TERMINUS APPROXIMATELY 190 FEET WEST, PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 8320 ET SEQ. AND DETERMINING THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

BACKGROUND/ANALYSIS:

On November 26, 2015, the City Council opened a public hearing to consider the vacation of a portion of Ermine Drive, between Sambar Street and its westerly terminus approximately 190 feet west, pursuant to Streets and Highways Code Section 8320. Several residents spoke at the hearing and voiced concern regarding the vacation. The concerns centered around activities occurring at 14554 Sambar and the thought that a business was running out of the residence. The owner of the property, Mr. Tony Chastain, indicated to Council that no business was being operated out of the residence however, the home was under extensive renovation and this was the cause of the disturbance.

City Council chose to continue the discussion to a future meeting and allow the construction activity to complete so as to determine if this was, in fact, the root of irritation for the neighbors. The public hearing was closed and the item requested to be brought back before Council on January 26, 2016. During this time, construction has been completed and no further complaints have been received from any of the neighbors.

As indicated in the previous hearing, Ermine Drive was originally dedicated as a public street on Tract Map 9679 which was recorded on December 14, 1978. It appears that when this map was filed, it was the intent that Ermine Drive was to be extended to the west when the adjoining vacant property developed. In 1995, the vacant parcel developed and, for unknown reasons, access was not taken from Ermine Drive but accessed to Eucalyptus instead. This left a stub street between two residential homes that serves no public roadway purpose.

The California Streets and Highways Code provides procedures for the abandonment and/or vacation of street easements that are no longer needed for public roadway purposes. The attached resolution is for your consideration. The resolution, once recorded with the County Recorder, will complete the vacation of the right-of-way.

A 10-foot wide easement for the existing sewer line would be reserved from the street vacation encumbering one of the property owners (Mr. Kurtz, 14528 Sambar Street), which will prevent him building any structure in this area that requires a permit. Further, the City will reserve the right to remove any paving or fencing constructed over the sewer line easement, if necessary, for repair or maintenance. Finally, the two adjacent property owners will be required to construct a decorative block wall and gate which is consistent with City standards across the street right-of-way as a condition of the vacation. Exhibits A and B are included which identify the proposed location and type of such improvement. The draft resolution of vacation thus provides that the vacation occurs only after this condition has been satisfied and instructs the clerk that the resolution of vacation not be recorded until the conditions have been satisfied, as provided by Streets and Highways Code § 8324. The property owners would not be required to remove the pavement or the curb and gutter.

On October 6, 2015, the Planning Commission adopted a resolution finding that the vacation conformed to the Chino Hills General Plan and was exempt from review under the California Environmental Quality Act.

PUBLIC NOTICE:

Pursuant to Streets and Highways Code § 8322, notice of the hearing on the proposed vacation was published for at least two successive weeks in the Chino Champion on January 9, 2016 and January 16, 2016 prior to the hearing. Pursuant to Streets and Highways Code § 8323, on January 7, 2016, three public notices of the proposed vacation were conspicuously posted along the line of the street proposed to be vacated.

ENVIRONMENTAL ASSESSMENT:

The proposed street vacation is exempt from environmental review in accordance with Section 15301 (Existing Facilities), Section 15303(e) (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations to Land) of the Guidelines of the California Environmental Quality Act (CEQA) and the City of Chino Hills Local Procedures for Implementing CEQA.

AGENDA DATE: JANUARY 26, 2016
SUBJECT: VACATION OF A PORTION OF ERMINE DRIVE

PAGE 3

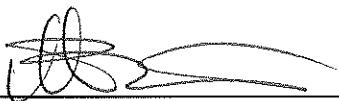
REVIEW BY OTHERS:

This agenda item has been reviewed by the Community Development Director and the City Attorney's office.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Steven Nix, City Engineer

SN/PS

Attachment: Exhibits A & B
Resolution

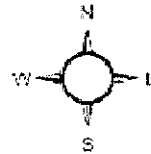
Ermine Drive Vacation

EXHIBIT A



1" = 30 ft

01/14/2016

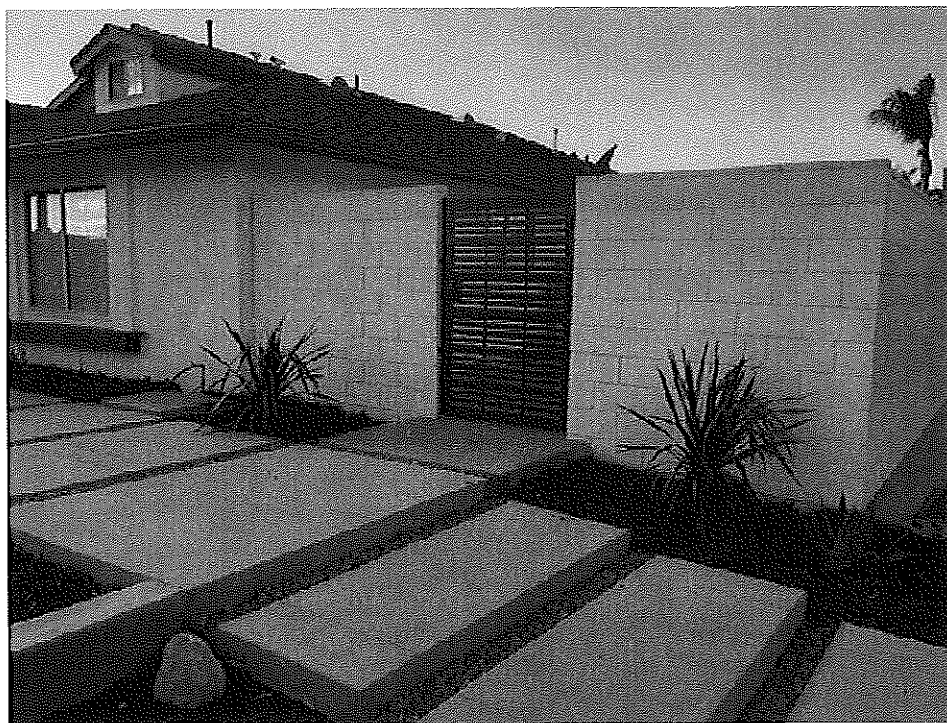


This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Chino Hills staff for the most up-to-date information.

ERMINES DRIVE



EXAMPLE OF PROPOSED GATE



PROPOSED BLOCK WALL SAMPLE

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ORDERING THE VACATION OF A PORTION OF ERMINE DRIVE BETWEEN SAMBAR STREET AND ITS WESTERLY TERMINUS APPROXIMATELY 190 FEET WEST, PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 8320 ET SEQ. UPON THE SATISFACTION OF CERTAIN CONDITIONS AND WITH RESERVATION OF EASEMENT FOR PUBLIC UTILITY PURPOSES AND DETERMINING THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Chino Hills does hereby find, determine and declare, as follows:

- (a) On October 6, 2015, the Planning Commission adopted a resolution finding that the vacation of a portion of Ermine Drive, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Proposed Vacation"), conformed to the Chino Hills General Plan and was exempt from review under the California Environmental Quality Act.
- (b) On October 24, 2015, the City Council initiated these proceedings to consider the Proposed Vacation pursuant to the provisions of Section 8320 et seq., of the Streets and Highways Code of the State of California.
- (c) Pursuant to Streets and Highways Code, § 8322, notice of the hearing on the Proposed Vacation was published for at least two successive weeks in the Chino Champion on January 9, 2016 and January 16, 2016 prior to the hearing, and pursuant to Streets and Highways Code, § 8323, on January 7, 2016 three public notices of the Proposed Vacation were conspicuously posted along the line of the street proposed to be vacated.
- (d) That on November 24, 2015, the City Council held a public hearing and heard and considered all evidence from persons interested.
- (e) That the Proposed Vacation is exempt from environmental review in accordance with Section 15301 (Existing Facilities) 15303 (e) (New Construction or Conversion of Small Structures) and 15304 (Minor Alterations to Land) of the California Environmental Quality Act (CEQA) and the City of Chino Hills Local Procedures for Implementing CEQA.

- (f) That, based upon the evidence presented, that the portion of Ermine Drive proposed for vacation is unnecessary for present or prospective public street use.
- (g) That the public interest, convenience and necessity require that the said portion of Ermine Drive be vacated for street use, subject to the condition and reservation of easement described below, and that there is a benefit to the public because a public street, that has led to numerous complaints from the neighboring residents related to illegal activities occurring as well as several code enforcement issues, will be fenced off and maintained by the underlying fee owners.

SECTION 2. That the City Council of the City of Chino Hills does hereby:

- (a) Order and vacate for public roadway purposes that portion of Ermine Drive as described on Exhibit A, attached hereto and incorporated herein by this reference, subject to the following:
- (b) On condition that either or both of the two adjacent property owners construct a decorative block wall and gate which is consistent with City standards across the vacated street right-of-way to the satisfaction of the City Engineer, and
- (c) That a 10-foot wide public utility easement for a sewer line over the south 10 feet of the north 30 feet of the vacated Ermine Drive, that includes the right to maintain, operate, remove, replace, or renew the public sewer system and the right to remove any paving or fencing constructed over or around the sewer line easement for same, is expressly reserved to the City of Chino Hills.

SECTION 3. After the condition set forth in Section 2, subsection (b) above is determined to be satisfied by the City Engineer, the City Clerk is directed to cause a certified copy of this Resolution to be recorded with the San Bernardino County Recorder, as required by Streets and Highways Code Section 8324 and 8325.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 26th day of January 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

TRACT NO. 14554
M.B. 258/62-67

M.B. 258/62-67

TRACT NO. 9679
M.B. 144/93-95

ERMINE DRIVE

$$\begin{aligned}\Delta &= 90^{\circ}00'00'' \\ R &= 20.00' \\ L &= 31.42'\end{aligned}$$

N89°37'48"E 170.77'

N89°37'48"E 170.83'

$$\begin{aligned}\Delta &= 90^{\circ}00'00'' \\ R &= 20.00' \\ L &= 31.42'\end{aligned}$$

279.60'

498.30'

30

30

STREET

SAMBAR

30

218

M₂Z₁

HONEYSUCKLE
AVENUE

**CITY OF CHINO HILLS
ENGINEERING DEPARTMENT**

**ERMINE DRIVE
STREET VACATION EXHIBIT**

Jennifer Rouanzoin

Council meeting
01/26/2016

From: Steven <stevenwong787@gmail.com>
Sent: Tuesday, December 01, 2015 11:12 AM
To: Cynthia Moran
Subject: 14544 Sambar Dr
Attachments: image1.PNG; ATT00001.txt

Photo just now . Steven



Jennifer Rouanzoin

Council Meeting
01/26/2015

From: Steven <stevenwong787@gmail.com>
Sent: Tuesday, December 01, 2015 11:35 AM
To: City Council-web mail; Dwight Woodward; Cynthia Moran
Subject: Not construction right now is home base business used.
Attachments: image1.JPG; ATT00001.txt; image2.JPG; ATT00002.txt

Loading and unloading for business home base right now . That's why build big storage unit , tall, width , long for roofing material can fit in. Unfortunately permit Granted without knowing neighbor bedroom so close to it. Steven Wong





Jennifer Rouanzoin

Council meeting
01/26/2015

From: Steven <stevenwong787@gmail.com>
Sent: Tuesday, December 01, 2015 11:24 AM
To: City Council-web mail; Dwight Woodward; Steve Nix
Subject: Fwd: Portion of vacate Ermine Dr

To whom it may concern:

Thank you so much . Steven Wong

Sent from my iPhone

Begin forwarded message:

From: Steven <stevenwong787@gmail.com>
Date: December 1, 2015 at 10:23:22 AM PST
To: cmoran@chinohills.org
Subject: Portion of vacate Ermine Dr

Hi Mrs Moran,

Thank you so much for your service to City of Chino Hills Community, and take time to help community needs.

Congress Gary Miller is good friends of mind for more then 25 yrs plus when he was as City Councilman

In Diamond Bar . Our family support him even until today.

8/2008 our pray answer we moved in Chino Hills and enjoyed living in this community because strong leadership such as restriction, code enforcement , restriction to 99 Ranch market, etc that made Chino Hills community stand out .

14544 Sambar Dr when they move in start construction without permit, 2/2015 contact Dwight

Thanks you Mr. Wong for the video and pictures. I'll contact you again if I need more information. You have been very helpful.
Dwight

Dwight Woodward | Code Enforcement II
City Manager's Office

14000 City Center Drive
Chino Hills, CA 91709

P (909) 364-2720
dwoodward@chinohills.org
www.chinohills.org

-----Original Message-----

From: Steven Wong [mailto:swthakek@icloud.com]
Sent: Monday, February 23, 2015 5:45 PM
To: Dwight Woodward
Subject: No permit?

On the hearing date : Owner approaching us did said : before they purchase the property they do investigate to benefit of home base business, etc he even said to me his wife from Cambodia meaning Asian same as me . My Concern about is big pictures best for the community not selfish me, myself and I .

From 2/15 until now we contact Code enforcement several times new residential owner aware of it . Still truck two of them park over night and Trailer plus R.V park overnight . Just imagine become private used . Will look like commercial zoning on residential neighborhood . After that other investor will find the Loophole to do as well in the name of " home occupation permit" minimum standard used. ??????!

Be honest to ourself , home base business saving money from commercial leasing cost, insurance, etc . Home base business took advantage of retail store that pay tax, rent , insurance , tax, etc . Home base business none need to pay for.

I am a Realtor and investor more then 25 years plus can tell you that all investor love to take advantage of city that had " home occupation permits " because saving money period .

Thank you so much again ! Not us for what is best common sense approach to better for Chino hills community .

Steven Wong
14545 Reservoir Pl
Chino Hills, Ca 91709
Cell# (909)618-6231

Note :
Recent photos with Congress Gary Miller .



Sent from my iPhone

Sent from my iPhone

Sent from my iPhone

1/26/16

Council Agenda Packet

From: Anthony Chastain <tigerpatio@yahoo.com>
Sent: Monday, January 11, 2016 9:29 PM
To: Steve Nix; Rad Bartlam; Art Bennett; Edward Graham; Ray Marquez; Cynthia Moran; Peter Rogers; Anthony Chastain; sdrickard2@verizon.net
Subject: Vacation of Ermine drive for scheduled council meeting January 26, 2016
Categories: Yellow Category

1/12/16

Letter From: Tony Chastain, owner of 14554 Sambar St, regarding vacating Ermine Dr.
To all involved with city of Chino Hills including Planning, Engineering, Council and Mayor.

This letter is to give more information regarding the vacation of Ermine Dr(A short one house long dead end street) to the residences on either side of the street which are 14554 Sambar St and 14528 Sambar St.

If the city makes the decision to vacate Ermine Dr the only changes that would occur is a beautiful Gate would be installed comprising of Two 16ft swing gates, 6ft tall, to match existing gates on 14554 Sambar st.. at home owners expense. The look and materials for gate and pillars were emailed to Steve Nix. (same stone and gate style would match to what is used at my house now)

My neighbor Steve and I have discussed the placement of the purposed gate with Steve Nix in engineering. Steve Nix has been very helpful and his time spent with us was greatly appreciated. He is very pleasant and helpful.

Our intended use of Ermine if vacated is to keep the street as it is, as an entrance to the back property driveways and a safe play area for our kids to ride bikes, play etc....

All the homeowners on our street, Sambar St. (No rentals) are in favor of the city vacating Ermine Dr. for the reasons listed further down in this letter. The 3 back neighbors that were in opposition to Ermine Dr being vacated seemed a little confused or unclear on some facts. They thought that our home improvement construction had something to do with my business. There was a lot of construction activity in the last year on our home as we spent quite a bit of money on new pool, hardscape, patio covers, landscape, painting etc... The back neighbors thought that was activity involving my business, It was not. It was just standard home improvement construction. The back neighbors thought that if Ermine Dr. was vacated that all that construction activity would get worse because of my business but the construction activity had nothing to do with my business. The home occupation permit protects them from that occurring. My business is called Tiger Patio. We build aluminum patio covers. I don't manufacture or build anything at my home. I don't do anything that goes against the home business occupancy permit. I don't see anything that would be a negative for any party involved if the city decides to vacate Ermine Dr. Also I have nicely landscaped the side of Ermine Dr between my curb and block wall. Not to mention the beautiful landscape throughout the back yard and front yard. The reason I mention this is that the area looks very nice and clean.

Once the new gate is installed it would result in a nicer view blocking out the tree stumps and ugly block wall at end of street.

The reason my neighbor Steve and I were interested in the city vacating the street are as follows. Our homes are located one block from Ayla High School on Sambar St.. We get young drivers that may or may not attend the high school and park on the dead end street Ermine Dr and smoke pot, drink alcohol, and have sex. this activity happens in the afternoon as well as the night. We get the left over cans, bottles, pipes, and used condoms in our street. Most importantly it would result in no more drug use next to our house, no more sexual intercourse next to our house, no more drinking next to our house. No more chance of a drunk driver or high on drugs individual leaving that area hitting one of the many children that play outside including my 4 year old son. It would also prevent something from happening as neighbors have approached these cars at night to see what is going on, I know that is not recommended but it happens. The Elementary School (Lytle) is right across the street as well and there are a lot of children walking home across Ermine Dr that don't need to be subject to this matter as well.

As we discussed with Steve Nix it seemed like an attractive gate installed would be a easy solution and continue to give us drivable access to our back lot. Steve Nix went over with us where the best location of the gate would be.

Another concern that the 3 back neighbors had is that if the street is vacated I would fill up the street with commercial vehicles. (I don't own any commercial vehicles nor have I ever) I never had any intention of doing such a thing and if I did the business home occupancy permit protects them from that. It seems that city code will protect them from any nuisance. Nor do I have any plans that would be of nuisance to them. If you come visit my home I think it will become very clear. My yard is very neat and clean and all the construction is now done.

When I moved in a year and half ago the street had weeds growing in it. 2 big 25ft palm trees growing out of it and the street sweeper was not entering Ermine Dr for what ever reason. Now the street is clean but still has 2 big stumps in where the palm trees were.

After looking through the the beautifully done Chino Hills web site and Mission statement there seemed to be a theme of Safety, esthetics, and property value. It seems that the decision to vacate the street would fit those three items well.

I encourage any city official to call me if you like before council meeting on January 26 to gain any other helpful information.

Any city employee including planning, engineering, city council and Mayor are welcome anytime to walk the property with me if that helps make the situation more clear and are welcome to call me anytime on my cell phone at 909-636-7046.

I will send a follow up email with some photos as well.

Thank you very much for your time on the matter, Sincerely, Tony Chastain