



A G E N D A

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 23, 2016

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

7:00 P.M. - CONVENE MEETING / ROLL CALL**PLEDGE OF ALLEGIANCE TO THE FLAG****INVOCATION:** Chaplain Rob DePartee, Chino Valley Fire District

1. **RECOGNITION - CHINO HILLS JUNIOR ALL AMERICAN FOOTBALL TEAM:**
Presentation of Certificates of Recognition to the Junior All American Football Team for their 2015 Southern California Super Bowl Championship win in the Pee Wee Division 1A.

Adrian Aragon
Eary Carter
Matthew Geeting
Elijah Iverson
Elijah Medina
Gavin Reed
Ryan Salazar
Austin Urena

Christopher Bauer
Chrystian Carthan
Justin Grant
Alex Lee
Shane Napu'unoa
Jonathan Roumbos
Simon Shan

Blake Boucher
David Espinosa
Jake Gwisdalla
Aaron Luna
Jonathan Patino
Matthew Salazar
Adam Urena

Head Coach: Domingo Salazar

Assistant Coaches:	Jose Espinosa	Jim Reed
	John Patino	Tom Geeting
	Frank Peralez	

Athletic Directors:	Cheri Urena	Dennis Medina
---------------------	-------------	---------------

2. **RECOGNITION - CHINO HILLS JUNIOR ALL AMERICAN FOOTBALL TEAM:**
Presentation of Certificates of Recognition to the Junior All American Football Team for their 2015 Southern California Super Bowl Championship win in the Junior Pee Wee Division 2.

Aiden Bashaw
Jacob Espinosa
Drake Iwasczysyn
Drew Knight
Trent Merrill
Alvis Nuno
Ethan Reynaga
Dominic Tubbs

Evan Boston
Billy Hayes
Jaydon Keovilayphone
Wyatt Loft
Jacob Montes
Tobin O'Dell
Cole Santi
Jake Wilber

Stephen Drozd
Matthew Horvath
Cameron Kessel
Drew Merrill
Bryan Naberman
Ryan Quinones
Quentin Solomon

Head Coach:	Mark Hayes
Assistant Head Coach:	Larry Hatley

Assistant Coaches:	Dan O'Dell	Josh Knight
	Darren Merrill	John Tubbs

Athletic Directors: Jen Merrill
Kristen Knight

Melissa Solomon

Photographer: Brad Boston

3. HIGHLIGHTED VOLUNTEER - BRYAN: Recognition of Bill Bryan as Highlighted Volunteer of the Quarter, for his volunteer service with the Chino Hills Special Olympics Committee
4. RECOGNITION: Recognition of Barry and Beth Fischer for their significant contributions to civic life in Chino Hills
5. INTRODUCTION – New Employees: Introduction of the following new employees:
 - Lynnae Sisemore, Assistant City Clerk
 - Ismael Tapia, Maintenance Worker
 - Daniel Montgomery, Sr. Maintenance Worker
6. 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 A8 - *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 February 9, 2016 City Council Meeting Minutes](#)
- A2. [Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of January 27 through February 9, 2016](#)
- A3. [Approve Amendment No. 1 to Agreement A14-03 with City Manager Konradt Bartlam to extend term to February 29, 2020 and increase base salary by five percent effective immediately; three percent effective September 1, 2016, and two percent effective September 1, 2017](#)
- A4. [Authorize execution of Amended and Restated Joint Powers Agreement with County of San Bernardino and cities of Chino, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa to create County-Wide Transportation Authority known as Omnitrans](#)

- A5. [Adopt Ordinance entitled: "An Ordinance of the City Council of the City of Chino Hills, California, Amending Title 2, Chapter 2.04, Section 2.04.120 of the Chino Hills Municipal Code, to Establish City Council Compensation at Eight Hundred Twenty-Six Dollars and Eighty-Eight Cents \(\\$826.88\) per month", effective January 1, 2017 - Second reading \(Intro. 2-9-16\)](#)
- A6. [Adopt Ordinance entitled: "An Ordinance of the City Council of the City of Chino Hills, California Adopting Zone Change 14ZC02 Changing the Zoning Designation of the 12.1-Acre Higgins Ranch \(Trumark\) Mixed-Use Project From General Commercial \(CG\) To Mixed-Use \(MU\), and Approving a Development Agreement" - Second reading \(Intro. 2-9-16\)](#)
- A7. [Receive and file quarterly budget review, approve appropriation budget amendments and recommended changes to Capital Improvement program](#)
- A8. [Authorize issuance of Blanket Purchase Order with Grainger Industrial Supply for \\$40,000 to procure various lighting and facility maintenance-related products for Fiscal Year 2015-16](#)

B. ITEMS INITIATED BY COUNCIL

- B1. [Select candidates to serve as Chair and Vice Chair on the City Selection Committee; a Primary member to serve on the San Bernardino County Local Agency Formation Commission; and authorize Council Member Graham to cast City's vote at City Selection Committee Meeting on March 2, 2016 in San Bernardino](#)

C. 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.*

- C1. [Provide direction for prioritization and allocation of eligible Public Service projects for 2016-17 Community Development Block Grant funds](#)

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire (if any)

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

Item No.: A01

CITY COUNCIL CITY OF CHINO HILLS

FEBRUARY 9, 2016
REGULAR MEETING

Vice Mayor Marquez called the Meeting of the City Council of the City of Chino Hills to order at 5:00 p.m. and requested the City Clerk to call roll.

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

ABSENT: COUNCIL MEMBERS: ART BENNETT

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

PUBLIC COMMENTS

There were no public comments.

LABOR NEGOTIATOR DESIGNATION

Motion was made by Council Member Graham and seconded by Council Member Rogers to designate City Attorney Mark Hensley as City's Labor Negotiator regarding the City Manager pursuant to Government Code Section 54957.6.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: BENNETT

RECESS TO CLOSED SESSION

Vice Mayor Marquez declared the meeting recessed at 6:00 p.m. for closed sessions

LITIGATION

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

Mayor Bennett arrived at 5:30 p.m.

PERFORMANCE EVALUATION

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

LABOR NEGOTIATIONS

Conference with Labor Negotiator pursuant to Government Code Section 54957.6 regarding City Manager (unrepresented employee); City Attorney Mark Hensley, City's Negotiator.

CLOSED SESSION RECESS

Mayor Bennett recessed the Closed Session at 6:48 p.m.

CONVENE REGULAR MEETING AND ROLL CALL

Mayor Bennett called the regular meeting 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
KYLENE FRONDARINA, RECORDS COORDINATOR
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
CHIEF TIM SHACKELFORD, CHINO VALLEY FIRE DEPARTMENT

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Frank Del Campo, Head Coach for Chino Hills Junior All American Football Team.

INVOCATION

Led by Mayor Art Bennett.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no reportable action taken in Closed Session.

RECOGNITION - CHINO HILLS JUNIOR ALL AMERICAN FOOTBALL TEAM

Mayor Bennett presented Certificates of Recognition to the Chino Hills Junior All American Football Team, accepted by Frank Del Campo, Head Coach, for their 2015 Southern California Super Bowl Championship win in the Junior Pee Wee Division 1A.

RECOGNITION - CHINO HILLS JUNIOR ALL AMERICAN FOOTBALL TEAM

Mayor Bennett presented Certificates of Recognition to the Chino Hills Junior All American Football Team, accepted by George Vasquez, Head Coach, for their 2015 Southern California Super Bowl Championship win in the Junior Micro Division 2.

PUBLIC COMMENTS

James Gallagher, resident, announced the first event at Vila Borba Dog Park, King and Queen of Hearts Dog Park Day on Saturday, February 13, 2016 from 10 a.m. to 3 p.m. and noted that they will be selling bricks that day as well.

Jane DeFrank, resident, spoke regarding traffic issues on Carbon Canyon Road.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR

Item number A7, relating to the introduction of an ordinance to establish City Council Compensation was pulled for discussion and separate vote.

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

MINUTES

The City Council approved the January 26, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of January 7 through January 20, 2016 in the amount of \$2,363,430.66, 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 January 13 through January 26, 2016, as presented.

FINANCIAL REPORTS

The City Council received and filed the Monthly Financial Reports for December 2015.

TREASURER REPORT

The City Council approved the Treasurer's Report for December 2015.

AGREEMENT - SCHOOL RESOURCE OFFICERS

The City Council authorized the execution of Agreement No. A2016-033 with Chino Valley Unified School District, in an amount not-to-exceed \$425,051, with City's annual cost not-to-exceed \$212,525.50, for two full-time School Resource Officers at Ayala and Chino Hills High Schools through June 30, 2020.

PURCHASE ORDER - DESKTOP COMPUTER UPGRADE

The City Council authorized (1) staff to "piggy-back" on the National Intergovernmental Purchasing Alliance (National IPA) Cooperative Purchase Agreement; and (2) the issuance of a purchase order to CDW-G, Inc., in the amount of \$126,100 to purchase desktop computer replacements for City Hall, City Yard, Community Center, Community Park, McCoy Equestrian Center and Grand Avenue Park.

NOTICE OF COMPLETION - LOWER LOS SERRANOS SKATE PARK CHANNEL OUTLET AND BOX CULVERT SEDIMENT REMOVAL PROJECT

The City Council (1) accepted the Lower Los Serranos Skate Park Channel Outlet and Box Culvert Sediment Removal Project by Jeremy Harris Construction, Inc., as complete; (2) authorized the City Clerk to record the Notice of Completion; (3) the release of retention monies in the amount of \$11,711.30, forty-five days after the acceptance of the work; (4) the release of any remaining encumbrance after final payment of retention; (5) reduced the amount of the Performance Bond to 15 percent for the period of one year; and (6) authorized the release of Labor and Materials Bond six months after project acceptance.

ENGINEERS REPORT - LANDSCAPE AND LIGHTING DISTRICT NO. 1 - RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-007** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of Chino Hills Landscape and Lighting District No. 1, Pursuant to Provisions of Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 Et Seq., State of California) Ordering the Preparation of the Fiscal Year 2016-17 Engineer's Report.

ENGINEERS REPORT - LOS SERRANOS LIGHTING DISTRICT NO. 1 - RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-008** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of Chino Hills Los Serranos Lighting Maintenance District, Pursuant to Provisions of Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 Et Seq., State of California) Ordering the Preparation of the Fiscal Year 2016-17 Engineer's Report.

ENGINEERS REPORT - SPECIAL MAINTENANCE AREA 1 AND 2 - RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-009** of the City Council of the City of Chino Hills Initiating Proceedings and Ordering the Preparation of the Fiscal Year 2016-17 Engineer's Report for the Chino Hills Special Maintenance Areas 1 and 2.

ENGINEERS REPORT - VELLANO LANDSCAPE AND LIGHTING DISTRICT - RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-010** of the City of Chino Hills, Acting in its Capacity as the Governing Body of Chino Hills Vellano Landscape And Lighting Maintenance District, Pursuant to Provisions of Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 Et Seq., State of California) Ordering the Preparation of the Fiscal Year 2016-17 Engineer's Report

DISCUSSION CALENDAR

CITY COUNCIL COMPENSATION - ORDINANCE INTRODUCED

Vice Mayor Marquez removed this item from the Consent Calendar for separate vote.

Motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to introduce an ordinance entitled: "An Ordinance of the City Council of the City of Chino Hills, California, Amending title 2, Chapter 2.04, Section 2.04.120 of the Chino Hills

Municipal Code, to Establish City Council Compensation at \$826.88 Per Month", effective January 1, 2017 for first reading by title only and waiving further reading.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MORAN, ROGERS

NOES: COUNCIL MEMBERS: MARQUEZ, GRAHAM

ABSENT: COUNCIL MEMBERS: NONE

GETTING2ZERO UPDATE

Deputy City Manager Montgomery provided a PowerPoint presentation which is on file in the City Clerk's office to update the City Council on the Getting2Zero program.

Council Member Rogers thanked Priceless Pets for their ongoing support.

PLANNING COMMISSION MATTERS

CUSTOM HOME DESIGN REVIEW NO.414 - 1136 VILLAGE DRIVE

The Planning Commission adopted a Planning Commission Resolution approving Custom Home Design Review No. 414 for construction of a 14,004-square foot, two-story, single-family detached home with two attached four-car garages totaling 2,114 square feet and an attached 1,014-square foot second dwelling unit located at 1136 Village Drive and determining that the project is exempt from review under the California Environmental Quality Act.

There was no action taken on the foregoing Planning Commission item.

PUBLIC HEARINGS

AGREEMENT - HIGGINS RANCH MIXED-USE DEVELOPMENT PROJECT (TRUMARK) - RESOLUTION ADOPTED - ORDINANCE INTRODUCED

City Planner Edwardo Schonborn and Traffic Engineer Consultant Richard Barretto briefed the City Council on the staff report and provided PowerPoint presentations, which are on file in the City Clerk's office.

Eric Nelson of Trumark Homes, LLC, Applicant, provided a PowerPoint presentation, which is on file in the City Clerk's office, on the project and answered the City Council's questions. He also requested revisions to the conditions of approval relating to when the retail component is built.

Mayor Bennett opened the public hearing and inquired if anyone wished to address the City Council on the matter. Jim Gallagher spoke in opposition to the matter. Traffic Engineer Richard Barretto addressed the traffic impact concerns, the cumulative effects, and which types of studies were performed. Hearing no further requests to speak, Mayor Bennett closed the public hearing.

Following discussion, a motion was made by Council Member Rogers, seconded by Council Member Graham to (1) revise Section number 67 of the Conditions of Approval as outlined in the resolution to read as follows:

67. The commercial site improvements within the commercial component of the project, excepting: shell buildings, final paving sections, landscaping of the parking areas, and other site improvements which may be impacted by ongoing residential construction activities, shall be completed and have received final inspection (final sign offs) prior to the release of occupancy for the residential units;

(2) revise Section 6.2 in the Development Agreement to read as follows:

6.2 DA Fee. The Developer shall pay the City a Development Fee ("DA Fee") of Eight Hundred Forty Thousand Dollars (\$840,000). This DA Fee shall be paid prior to the City's issuance of a building permit for the fifty-fifth (55th) residential unit to be constructed by Developer. In addition, and prior to the issuance of the certificate of occupancy for the first residential dwelling unit, the developer shall have either (a) completed the construction of the shell buildings of the commercial component of the Project and received a final inspection and approval by the City for such, or (b) deposited seven hundred fifty thousand dollars (\$750,000) into Escrow ("Additional Fee"). This amount reflects five (5) potential equal yearly payments that shall be released to the city as follows:

Unless and until the construction of the shell buildings of the commercial component of Project have received a final inspection and approval by the City, on the 1st anniversary following the Additional Fee deposit and every year thereafter the City may make a demand to escrow for payment of 1/5th the Additional Fee. Escrow instructions will provide the city with unilateral control over funds once deposited. Notwithstanding the foregoing, the City may only make one such demand each year and in no event shall they be entitled to more than one payment each year. Upon final inspection and approval of the building shells of the commercial component of the project, the City shall authorize escrow to release to Developer the remaining Additional Fee monies, if any.

The City shall have the sole discretion to use the DA Fee and Additional Fee as it chooses. This Section 6.2 shall survive the termination of this Agreement;

(3) adopt **Resolution No. 2016R-011** of Chino Hills, California Adopting the Mitigated Negative Declaration, Mitigation Measures and Mitigation Monitoring and Reporting Program Under the California Environmental Quality Act for General Plan Amendment 14GPA02, Zone Change 14ZC02, Tentative Tract Map 19904, and Site Plan Review 14SPR04; Approving General Plan Amendment 14GPA02 to Change the Land Use Designation of the Project Site From Commercial to Mixed-Use, for a Land Use Map Amendment to Transfer 110 Mixed Use Units From the Tres Hermanos Site "A" to the Project Site, and Change the Land Use Designation for 4.64 Acres of Tres Hermanos Site "A" to Agricultural/Ranches; Approving Tentative Tract Map 19904; Rescinding of a Portion of Site Plan Review 05SPR03; and, Approving Site Plan Review 14SPR04 to Allow the Development of Two Multi-Tenant Commercial Buildings Totaling 18,000 Square Feet and 110 For-Sale Residential Units on a 12.1-Acre Site Located Adjacent to the Existing Soquel Canyon Crossings Shopping Center, Between Los Serranos Country Club Drive and the SR-71 Freeway; and (4) Introduce an ordinance entitled: "An Ordinance of the City Council of the City of Chino Hills, California Adopting Zone Change

14ZC02 Changing the Zoning Designation of the Project Site from General Commercial (CG) to Mixed-Use (MU), and adopting a Development Agreement" for Higgins Ranch Mixed-Use project (Trumark), for first reading by title only and waiving further reading.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT

Public Information Officer (PIO) Cattern announced that the City Hall and Library will be closed on Monday, February 15, 2016, in recognition of Presidents' Day. She also informed residents of "91 Steer Clear" closure. She stated that the Riverside County Transportation Commission (RCTC) will conduct a full weekend closure of both the eastbound and westbound lanes of the SR-91 Freeway between SR-71 and I-15 in Corona. The 55-hour closure will be from Friday, February 19, 2016 at 9:00 p.m. to Monday, February 22, 2016 at 4:00 a.m. and that motorists are urged to "steer clear" of the area during this closure. PIO Cattern announced that the Red Cross will be conducting a Blood Drive on March 16, 2016 at 1:00 p.m. to 6:00 p. m., in the Chino Hills Police Station parking lot located at 14077 Peyton Drive. She also announced that the 16th Annual Water Conservation Design-A-Sign Contest will begin in March. She encouraged students to use their art skills to create a sign which depicts this year's Water Conservation theme "Catch Those Drops, Don't Let Them Get Away". All entries must be submitted to the Park and Recreation Division at City Hall, located at 14000 City Center Drive, by 4:00 p.m. on Friday, March 18, 2016.

SAFETY UPDATES

Police: Chief Guillen advised residents that the full closure of eastbound and westbound lanes of the SR-91 Freeway between the SR-71 Freeway and I-15 will be significant and that they will have extra staff working in anticipation of traffic increases.

COUNCIL COMMENTS

Moran: Council Member Moran was excited to hear the City decided to continue the School Resource Officer Program; She spoke about the Chino Valley Unified School Board meeting she attended and stated there was nothing to report. She also congratulated Fire Chief Shackelford on a very successful Fire badge pinning ceremony.

Marquez: Vice Mayor Marquez congratulated Fire Chief Shackelford on a very successful badge pinning ceremony; he also inquired about the items discussed at the Public Works Commission meeting and requested that the discussion Caltrans had regarding safety concerns on Carbon Canyon Road be agendized on a future meeting. City Manager Bartlam reported that he has reached out to the City of Brea for additional information

Rogers: Council Member Rogers reminded everyone that the 6th Annual Spring Home Tour will be held on April 10th and that more information is available through www.chinohills.org or the Chino Hills Community Foundation Facebook page. Tickets will be \$45 prior to the event and will be available online, at City Hall, and the Chino Hills Community Center.

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 10:06 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: February 23, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A02

February 16, 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 February 9, 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,

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

Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT
CITY OF CHINO HILLS
COUNCIL MEETING DATE: 1/26/16
PERIOD TO COVER: 01/27/16 – 02/09/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
		<i>No Items to Report</i>		

*Details on expenses are maintained in the Finance Department.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: February 23, 2016

Public Hearing ☐

Discussion Item

Consent Item ☒

Item No.: A03

February 17, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: APPROVAL OF AN AMENDMENT TO CITY MANAGER CONTRACT
WITH RAD BARTLAM

RECOMMENDATION:

Authorize execution of an amendment to the City Manager's employment agreement which will extend the term of the agreement and increase the City's Manager's base salary.

BACKGROUND

The Council entered into an employment agreement with Rad Bartlam on January 9, 2014 for purposes of appointing him to, and carrying out the duties of the position of City Manager. The City Manager's current contract is set to expire February 2017 and his current base salary is \$202,800. The Council met in closed session on February 9, 2016, with its labor negotiator, the City Attorney, for purposes of negotiating changes to Mr. Bartlam's employment agreement.

The Amendment proposed for Council approval provides for (1) extending the term of the City Manager's employment agreement for a period of three years to February 29, 2020; (2) providing him with an immediate 5% increase (base salary of \$212,940), a 3% increase effective September 1, 2016 (base salary of \$219,328), and a 2% increase effective September 1, 2017 (base salary of \$223,715); and (3) allowing the City Manager to receive cash pay-offs for accrued vacation time and administrative leave in the same manner as other employees. The 3% and 2% increases are identical to and are being implemented at the same time that such increases are being given to other City employees.

A copy of the proposed amendment is attached hereto.

Prepared,

Mark Hensley, City Attorney

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. to Employment Agreement ("Amendment"), is made this day of February 23, 2016 by and between the City of Chino Hills, a municipal corporation, hereinafter called "City," and Konradt Bartlam, hereinafter called "Manager," both of whom covenant and agree as follows:

WITNESSETH

WHEREAS, City and Manager entered into an Employment Agreement on or about January 9, 2014 (unless otherwise set forth herein, the defined terms set forth in the Employment Agreement shall have the same meanings when used in this Amendment), for purposes of having Manager serve as City Manager of the City of Chino Hills, as provided by the Chino Hills Municipal Code ("City Code"); and

WHEREAS, City and Manager desire to amend certain provisions of the Agreement for the mutual benefit of the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section 1.A. of Section 1 of the Agreement ("Anointment and Duties") is hereby amended and replaced with the following language:

"A. City appoints and agrees to employ Manager as City Manager of City through the period ending on February 29, 2020 ("Term"), to perform the functions and duties specified in the City Code and the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign."

2. The entire Section 3 of the Agreement ("Salary") is hereby amended and replaced with the following language:

"Effective as of the date of this Amendment, City will pay Manager for his services rendered pursuant hereto an annual base salary of two hundred twelve thousand nine hundred forty dollars (\$212,940) payable in installments at the same time as other employees of City are paid. Effective September 1, 2016, this annual base salary shall be adjusted to two hundred nineteen thousand three hundred twenty eight dollars (\$219,328). Effective September 1, 2017, this annual base salary shall be adjusted to two hundred twenty three thousand seven hundred fifteen dollars (\$223,715). City may increase said base salary and/or other benefits of Manager in such amounts and to such extent and at such times as the Council may determine that it is desirable to do so by a written amendment to this Agreement."

3. The entire Section 8 of the Agreement ("Vacation, Sick and Administrative Leave") shall be amended and replaced with the following language:

"Manager shall accrue one hundred and sixty (160) hours of vacation leave per year at the same rate and manner as other City employees including the same right to cash pay-offs for accrued vacation leave.

Manager shall be entitled to sick leave which will be subject to the same accrual, carry forward and cash pay-off regulations as applicable to Department Heads of the City.

Manager shall be entitled annually to twelve (12) days of administrative leave which shall be subject to the same accrual, carry forward and cash pay-off regulations as applicable to Department Heads of the City."

4. Except as specifically amended above by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Chino Hills has caused this Amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

Konradt Bartlam

Art Bennett, Mayor
City of Chino Hills

Cheryl Balz, City Clerk
City of Chino Hills

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
City of Chino Hills

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: February 23, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A04

February 12, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH
COUNTY OF SAN BERNARDINO AND MEMBER AGENCIES TO
CREATE COUNTY WIDE TRANSPORTATION AUTHORITY -
OMNITRANS

RECOMMENDATION:

Approve execution of the Omnitrans Amend and Restated Joint Powers Agreement with the County of San Bernardino and the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa creating a County Wide Transportation Authority to be known as "Omnitrans".

BACKGROUND/ANALYSIS:

In May 2015, the Omnitrans Board of Directors authorized Omnitrans to begin the process of amending the Joint Powers Agreement (JPA) with the ultimate goal of presenting a proposed new Joint Powers Agreement to the Board of Directors for approval by June 2016.

With guidance from County Counsel, Omnitrans met with the Board Executive Committee in June and August 2015 to review the existing JPA. Changes as a result of these meetings were incorporated and moved forward to the Administrative & Finance Committee for consideration. The Administrative & Finance Committee at its December 10, 2015 meeting approved moving the Joint Powers Agreement with proposed changes to the Board of Directors.

Several changes are proposed including changes related to mitigation of risk to Member Agencies, a change from voting weighted by population to voting by Board Member, (Section 3), the addition of the powers of eminent domain and levying taxes, fees and assessments (Section 4), Powers of the Director of Finance (Section 9) and Budget and Accounting (Section 10). These changes are included in the redlined copy of the agreement and are in navy blue/italic print.

The Omnitrans Board of Directors approved the Joint Powers Agreement at its February 3, 2016 meeting and is requesting that the item be presented to the City Council for adoption.

REVIEW BY OTHERS:

This item was reviewed by the City Manager and City Attorney.

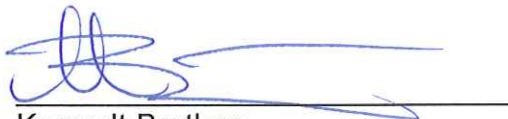
FISCAL IMPACT:

None.

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)).

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Cheryl Balz
City Clerk

Attachments

1. Draft Redlined Copy of Agreement – Incorporates all changes proposed by Executive Committee/Legal Counsel and Administrative & Finance Committee
2. Clean Copy of Agreement

Text in Red – First draft presented to Executive Committee Meeting - June 5, 2015

Text in italics (Blue) - Edits based on Executive Committee comments of June 5, 2015

Text in italics (Green) - Edits based on Executive Committee comments of August 7, 2015.

Text in italics and bold (Dark Blue) - Edits based on Administrative & Finance Committee comments of December 2, 2015

AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES OF CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO ~~AND UPLAND~~, AND YUCAIPA CREATING A COUNTY WIDE TRANSPORTATION AUTHORITY TO BE KNOWN AS “OMNITRANS”.

Comment [T1]: Joined January 8, 1992

Comment [T2]: Joined April 26, 1988

Comment [T3]: Joined June 6, 1990

THIS AGREEMENT, *originally* dated for convenience on the 8th day of March, 1976, *is hereby amended and restated on* _____, 2016, is entered into by and between the COUNTY OF SAN BERNARDINO and the Cities of CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, ~~and UPLAND~~ and YUCAIPA, all of which are bodies politic in the STATE OF CALIFORNIA;

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter sometimes referred to as “County”) and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, ~~and Upland~~, and Yucaipa (hereinafter sometimes referred to as “Cities”) have a mutual interest in deciding upon and implementing a public transit system to serve all the parties, and

WHEREAS, *previously* certain transit service authorities ~~now served~~ sub-areas of the County, utilizing either the County of San Bernardino or San Bernardino Transit System as transit operators; and

Formatted: Font color: Light Blue, Strikethrough

WHEREAS, the parties now wish to *continue to* better coordinate transit efforts by *amending and restating the agreement used in* creating a single umbrella agency which will provide transit services as requested by the transit service authorities, and will serve the transit needs of the ~~entire County of San Bernardino~~ Valley and other areas as required.

NOW, THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title I, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a ~~new~~ public transportation entity separate and distinct from each of the parties to be known as "Omnitrans", which will own, maintain, operate and administer a public transportation system. This ~~new~~ transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout ~~the~~ San Bernardino ~~County~~Valley, and to provide such service either directly or through subcontract with other operators. The transportation system ~~will initially absorb~~ed the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department's Public Transit Division, ~~which presently serve the parties. The new entity Omnitrans will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties. It is anticipated that the expertise, efficiencies, and economies resulting from the joint effort, and the utilization of available assistance programs will lend impetus to the new transit entity in developing an expanded County-wide public transportation service.~~

SECTION 2. CREATION OF AUTHORITY

~~Omnitrans was created~~ Pursuant to Section 6506 of the California Government Code ~~there is hereby created a public entity to be known as "Omnitrans", and said Authority shall is be a public entity separate and apart from the Cities and County which are parties to this Agreement.~~

SECTION 3. GOVERNING BOARD

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and ~~four seats to be selected officially designated members from the~~ *by Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino with the fifth seat as an alternate. - all* ~~five Supervisors of the County of San Bernardino.~~ Each City representative may have

Comment [T4]: In October 2011, the County Board of Supervisors directed that Districts 2-5 serve on Omnitrans based on Omnitrans service area, pending approval of the amended JPA by unanimous approval of the Omnitrans Board. Item was never moved forward by former CEO/GM. Does the Board want to remain at 5 or add language to remove District 1 since it is not in Omnitrans' service area?

one alternate who shall be a Mayor or City Council Member officially designated by the City Council. *The County representatives may have one alternate who shall be a County Supervisor.* ~~The County representatives shall have no alternates.~~ The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

Comment [T5]: Based on above proposed change, should this be removed if the County is reduced to four reps, with an alternate.

B. Voting.

Each member of the Board of Directors shall have one vote, ~~provided, however, that upon the call of any Board member, a weighted voting shall be used with weighted votes calculated as follows:~~

~~Weighted vote entitlements shall be calculated based upon population. Each member agency shall receive one vote for each one percent (1%) of the total population of the Omnitrans service area that resides within the member agency's jurisdictional area. If the population percentage computation of a member agency results in a partial vote, the weighted vote calculation shall be made by rounding upward for population calculations of one half percent (1/2%) or more, and rounding downward for population calculations of less than one half percent (1/2%) except that no member agency shall have less than one vote when weighted voting occurs. The Controller shall compute the weighted vote entitlement for each member agency as of the preceeding July 1st based on the most recent Department of Finance Population Statements. The entitlement for the County of San Bernardino shall be determined by utilizing the most recent County Planning Department information indicating the percentage of unincorporated population of the County residing within the service area of Omnitrans. In the event that the "off the top" funding method first approved by the Omnitrans Board of Directors for the 1983-84 fiscal year is no longer used by Omnitrans, then weighted voting entitlements shall thereafter be calculated in the manner that existed prior to this Amendment to the Omnitrans Joint Powers Agreement.~~

~~Weighted vote entitlements of each member agency shall be computed by the Controller designated in Section 3.D. of this agreement and such computations will control in determining weighted votes. The weighted votes to which the County is entitled shall be divided equally among those Supervisors present. The weighted votes~~

~~of any single representative shall not be split. The weighted voting of any single member agency shall not, of itself, constitute a majority vote.~~ A quorum shall consist of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board ~~(majority of total weighted votes of all parties if weighted voting is called for).~~ An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

Comment [T6]: Weighted voting no longer applies.

Comment [T7]: Weighted voting no longer applies.

Votes to issue bonded debt shall require a majority vote of the total membership.

~~(Section 3.B. amended on October 1, 1984)~~

~~(Section 3.B. amended on September 1, 1980)~~

Comment [T8]: Prior Amendment No's 3 & 4 that amended Section 3.B. applied to Weighted Voting and is no longer applicable.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

Comment [T9]: Should the language be changed to monthly?

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Comment [T10]: No need to revised; we can exceed the requirement without penalty.

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall

cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the *Chief Executive Officer* ~~General Manager~~ of Omnitrans. The Treasurer of the Authority shall be the *Chief Executive Officer* ~~General Manager~~ of Omnitrans who shall be the depositary and have custody of all money of the Authority from whatever sources. Omnitrans' Director of ~~Accounting-Finance~~ shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. ~~The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code.~~ The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

(Section 3.D. amended on October 1, 1983)

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget; ~~management, service and marketing plans and the Short Range Transit Plan~~
- (2) Appoint a *Chief Executive Officer* ~~General Manager~~;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
 - (a) Uniform fares;
 - (b) *Marketing Procurement Policies*;
 - (c) *Personnel Policies* ~~User Information~~
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

SECTION 4. POWERS.

Comment [T11]: Based on Executive Committee's recommendation on June 5, 2015, title will remain General Manager in JPA; the Board can still retain the title of CEO General Manager in the personnel contract, if desired. All subsequent references to Chief Executive Officer have been proposed for deletion.

Comment [T12]: Based on Executive Committee's direction on August 7, 2015, all reference to General Manager should be changed to Chief Executive Officer. All subsequent references to General Manager have been proposed for deletion.

Comment [T13]: This has never been done. Is it applicable?

Comment [T14]: This language is required and usually waived upon appointment; Omnitrans needs to formally waive when appointing new hires in these positions.

Comment [T15]: Amendment No. 5 language incorporated into Section 3.D. with position titles proposed for revision to align with existing position titles.

Comment [T16]: Do we want to get this specific? This goes on & on - while future administrations may not perform same plans.

Formatted: Indent: First line: 0"

Formatted: Indent: Left: 1", Hanging: 0.5"

Comment [CG17]: The question came up in the Executive Committee meeting with regard to granting the power to tax. Omnitrans, as a JPA does now have that authority pursuant to Government Code 6502

Comment [T18]: Do we want to consider adding power of eminent domain?

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- ~~(6)(7)~~ *Levy a fee, assessment or tax*
- ~~(7)(8)~~ *Power of eminent domain*
- ~~(8)(9)~~ Invest funds not required for immediate use as the Board determines advisable
 - - in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- ~~(9)(10)~~ Do all other acts reasonable and necessary to carry out the purpose of this Agreement.
- ~~(10)(11)~~ *Obtain insurance.*
- ~~(11)(12)~~ *Apply for grants under federal, state and local programs.*

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the ~~City-County~~ of San Bernardino.

Comment [CG19]: Government Code 6502 was amended in September of 2014 to specifically state that these powers may be delegated to a JPA

Comment [T20]: Executive Committee direction to include Power of Eminent Domain for discussion by the Board of Directors.

Comment [T21]: Change to County of San Bernardino?

Comment [T22]: Yes

SECTION 5. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelve (12) month period from July 1 to and including the following June 30.

SECTION 6. FINANCIAL SUPPORT.

~~At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be provided~~

~~by the various contracting entities for the ensuing fiscal year. A separate route mileage charge for each transit division shall be utilized for calculating contractual fees. Any unanticipated or unusually large overhead or administrative charges incurred by a transit division shall also be charged to said division. In the use of sub-contractor service, Omnitrans shall determine an appropriate percentage override to equitably fund overall Omnitrans activities.~~

Comment [T23]: No longer applicable.

Comment [T24]: Lay out the funding as various allocations go to Omnitrans that would go to members.

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be allocated by the San Bernardino Associated Governments (SANBAG) on behalf of members' jurisdictions. SANBAG as the Transportation Planning Agency for San Bernardino County, and acting as the County Transportation Commission, is responsible for allocating Transportation Development Act (TDA) funding sources for transit and non-transit related purposes that comply with regional transportation plans.

The TDA provides two funding sources:

- 1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.*
- 2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.*

SECTION 7. ~~GENERAL MANAGER-CHIEF EXECUTIVE OFFICER~~

~~The General Manager Chief Executive Officer of San Bernardino Transit System shall be the first General Manager of Omnitrans and shall serve at the pleasure of and upon the terms prescribed by the Board of Directors.~~

~~The General Manager Chief Executive Officer shall be responsible for carrying out the policy and directives of the Board of Directors. The duties of the General Manager Chief Executive Officer shall include:~~

- ~~1. The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets; as provided in Section 6 of this agreement.~~
- ~~2. The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;~~
- ~~3. Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;~~

4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board *in conformance with Government Accounting Standards as nearly as possible in accordance with normal procedures of the City of San Bernardino*, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

Comment [T25]: Define to FTA?

Comment [T26]: No, not all monies come under FTA.

SECTION 9. CONTROLLER.

The Director of Finance, as Controller, shall issue checks to pay demands against Omnitrans, which have been approved by the *Chief Executive Officer General Manager*. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

Comment [T27]: Applicable?

Comment [T28]: Yes.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets *and* liabilities, *and of contributions made by each party*.

Comment [T29]: This needs to remain; there should be some record of contribution when members joined.

There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors.

Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records.

SECTION 10. GETTING STARTED.

Comment [T30]: Delete Section 10 as it refers to initial start up in 1976.

Comment [T31]: Okay to delete.

A. Organizational Meeting.

The organizational meeting of the Board of Directors shall be called by the Chairman of the Board of Supervisors, who, after consultation with the other members, shall specify the date, time and place of meeting. The appointees shall meet

~~and organize and shall elect a Chairman and Vice Chairman from their number, who shall serve for a period to be established by the Board of Directors. The organized Board of Directors shall adopt rules of procedure and shall establish a time for regular meetings, provided, however, that meetings shall be held not less often than four times per year.~~

~~At its organizational meeting the Board shall:~~

- ~~(1) Provide for notice of Joint Exercise of Powers Agreement to be filed with the Secretary of State within thirty (30) days after the effective date of this Agreement;~~
- ~~(1) Appoint a Technical Committee, which shall perform supportive functions necessary for the well being of the Authority;~~
- ~~(2) Provide for the selection of an Attorney;~~

~~Not later than 120 days following the organizational meetings of its Board, Omnitrans shall complete all required acts and procedures preliminary to initiating public transportation services; and within this time, on a date to be determined by the Board, Omnitrans shall commence and maintain the public transportation service in accordance with this Agreement.~~

~~A. Transfer of Assets~~

~~Within the period provided by Subparagraph A (120 days), and prior to initiating public transportation service, the Board of Directors shall accept for Omnitrans the conveyance and/or assignment of the assets scheduled in Exhibits "A" and "B", which Exhibits are attached to and made a part of this Agreement. Each party shall convey and/or assign, and Omnitrans shall accept, the scheduled assets subject to any encumbrance and any conditions listed. Omnitrans shall assume any outstanding indebtedness and the obligation of any conditions so listed.~~

Comment [T32]: Exhibits "A" and "B" attached and recommended for deletion.

~~B. Employee Seniority Rights~~

~~Omnitrans management may transfer employees between divisions, and any seniority rights of employees shall be as approved by the Board of Directors or as set forth in any applicable memorandum of understanding.~~

Formatted: Indent: First line: 0.5", No bullets or numbering

~~(Section 10.C. amended September 1, 1984) – Amendment No. 6 – Language incorporated in above paragraph. – Initial JPA language incorporated Exhibits “C” and “D”; Amendment No. 6 removed any reference to these exhibits.~~

Comment [T33]: Exhibits “C” and “D” attached and recommended for deletion.

~~(Section 10.C. amended November 1, 1979) – Amendment No. 2~~

~~C. — Provision of Transit Service.~~

~~On the date it initiates transportation service, Omnitrans shall exercise the common power of the parties by providing and maintaining a public transportation service in accordance with the desires of the various Transit Service Authorities. The Transit Service Authorities will determine service characteristics within their jurisdiction, which characteristics will include hours of operation, frequency, and areas or routes to be served. Within Omnitrans capabilities, as determined by the Board of Directors, service may also be provided to points outside the jurisdictional limits of the Transit Service Authorities if so requested. The parties who request extended service will be billed accordingly. Initially, the same fares and at least the same minimum service levels including equipment type shall be maintained by Omnitrans as was last provided by San Bernardino Transit System or the County, subject to the desire of the local Transit Service Authority to pay for said service under provisions of Section 6. Within Omnitrans capabilities, expanded transportation services, routes, and facilities shall be provided. As determined, Omnitrans shall provide a standardized system of fares and a uniform system of transfers.~~

~~For the period commencing upon the effective date of this Agreement and terminating July 1, 1980, Omnitrans shall maintain the central maintenance and operations headquarters for Omnitrans within the City limits of the City of San Bernardino and during said period shall not remove said central maintenance and operations headquarters from the City of San Bernardino without the City’s written permission first obtained.~~

~~In the performance of its function, Omnitrans shall seek out and utilize all available programs of assistance and shall establish and maintain close liaison with regional, State, and Federal advisory and regulatory bodies.~~

~~D. Organizational Structure~~

~~Omnitrans shall operate utilizing a divisional structure appropriate to serve the needs of the various Transit Service Authorities. Initially, such organizational structure shall substantially conform to the structure outlined in Exhibit "E" which is attached hereto. The organizational structure may later be modified by the Board of Directors.~~

Comment [T34]: Exhibit "E" attached and recommended for deletion.

Formatted: Not Highlight

SECTION 10. BUDGET AND ACCOUNTING

The Chief Executive Officer shall prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

All expenditures of the Authority shall be within the approved annual budget and in accordance with the bylaws of the Authority and all applicable rules, policies, and procedures adopted by the Board of Directors. No expenditures in excess of those budgeted shall be made without the approval of the Board of Directors.

The books of account and other financial records of the Authority shall be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code Section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors when completed.

SECTION 11. PARTIES' LIABILITY.

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation of officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

Indemnity by Authority: *Provided that a party has acted in good faith and in accordance with this Agreement, the Authority shall defend, indemnify and hold such party free and harmless from any loss, liability or damage incurred or suffered by such party by reason of litigation arising from or as a result of any of the following: the party's participation in the Authority, or any other act performed or to be performed by the party pursuant to this Agreement, provided, however, that such indemnification or agreement to hold harmless pursuant to this Section shall be recoverable only out of Authority assets (including insurance proceeds) and not from other parties to this Agreement.*

Risk Management and Insurance: *The Authority shall employ the principles of sound risk management in its operations. Risks shall be identified, evaluated, and treated in a manner that protects the Authority and each party to this Agreement. The Authority shall acquire and maintain throughout the term of this Agreement insurance in the amounts and types necessary and sufficient to protect the interest of the Authority and each party to this Agreement. Unless otherwise agreed upon by the Board of Directors, each party hereto shall be named as an additional insured on the Authority's liability coverage.*

SECTION 12. ASSIGNABILITY.

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

SECTION 13. ADDITIONAL PARTIES.

Any general purpose local public jurisdiction may join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- ~~(2) Acquisition of at least \$5,000 of capital asset value of Omnitrans by either purchasing same from an existing shareholder or contributing funds in like amount to the capital asset account of Omnitrans; and~~
- ~~(3)~~ (2) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

SECTION 14. TERM.

This *original* Agreement ~~shall~~ become effective on March 3, 1976, and *this Amended and Restated Agreement shall become effective on _____*, and shall continue in force until terminated by mutual agreement of the parties.

SECTION 15. WITHDRAWAL OF PARTY.

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

Comment [T35]: Delete?

Comment [T36]: Language still required; do not remove

SECTION 16. ~~WINDING-UP.~~ DISSOLUTION PROCEDURES

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, *except as provided in subsection B.*, all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

Formatted: Font: Italic, Font color: Green, Strikethrough

Formatted: Font: Italic, Font color: Green

If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

Comment [CG37]: My thought on this is to replace the capital contribution with the allocated percentages of TDA funding for purposes of distribution.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution

hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

Comment [T38]: Language must remain; Do not delete. Dissolution procedures may need to be amended.

B. In the event that Omnitrans opts to dissolve for purposes of changing its governance structure, all assets and liabilities will transfer to the successor agency.

Comment [T39]: We can add a provision that in the event Omnitrans decides to convert to a Transit District, all assets and liabilities will transfer to the Transit District.

C. ~~Repurchase Option - City of San Bernardino~~

~~In the event of dissolution of Omnitrans for any reason, the City of San Bernardino shall have the first right to purchase the central maintenance facility at 5th and Museoy in the City of San Bernardino and 75% of the appraised value of all motor vehicles and equipment listed in Exhibit "A", provided that during the first five (5) years of this Agreement, the number of vehicles available for said purchase shall be at least equal to the number of vehicles listed in Exhibit "A" hereof. In the event the City of San Bernardino, within thirty (30) days of the date of the establishment of the price as hereinafter set forth, determines the price thus determined to be satisfactory, it shall notify Omnitrans or its representative in writing of its acceptance. Payment of the purchase price shall be accomplished within three (3) years from the date of said acceptance. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of said assets in accordance with Paragraph A above and shall not be under any further obligation to the City of San Bernardino. The appraised value of the assets that the City of San Bernardino shall have the first right to purchase shall be determined as follows:~~

~~(1) The City of San Bernardino and Omnitrans shall each appoint a qualified appraiser to determine the fair market value of said assets being acquired by City. In the case of equipment purchased with the assistance of Federal grants, the appraisers shall determine the appraised value of only the local matching share of said assets being acquired by the City. In the event the two appraisers agree on a purchase price, this shall be the purchase price established for purposes of this repurchase option.~~

~~(1) In the event the two appointed appraisers are unable to agree on the fair market value of the assets, they shall jointly appoint a third independent appraiser and the three appraisers shall arrive at a purchase price for said assets by~~

~~functioning as an arbitration panel. The purchase price thus established as fair market value, shall be the purchase price established for the said assets by said City from Omnitrans and, the City shall pay said price within three (3) years from the date it accepts said price. The City of San Bernardino shall be required to notify Omnitrans of its representative in writing of its acceptance or rejection of said purchase price within thirty (30) days from the date it is notified of the final price determination. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of the same in accordance with Paragraph A above.~~

~~(2) The parties hereto shall each pay their respective appraisers, and in the event it is necessary to employ the third appraiser, the parties shall equally share the cost.~~

Comment [T40]: Okay to delete this section.

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

SECTION 19: MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts and a copy may be used as an original.

Formatted: Font: Italic, Font color: Light Blue

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: March 8, 1976

COUNTY OF SAN BERNARDINO

ATTEST:

Leona Rap?? (signature)
Clerk of the Board *Laura Welch*

Dennis Hansberger (signature)
Chairman, Board of Supervisors *James Ramos*

Formatted: Font color: Green, Strikethrough

Dated: March 1, 1976

CITY OF CHINO

ATTEST:

Joan A. Kruse (signature)
City Clerk *(Assistant) Angela Robles*

Bob B. McLeod (signature)
Mayor *Dennis R. Yates*

Dated: January 8, 1992

CITY OF CHINO HILLS

ATTEST:

Denise C. Cattern (signature)
Deputy City Clerk *Cheryl Balz*

Gwenn Norton Perry (signature)
Mayor *Cynthia Moran*

Dated: March 5, 1976

CITY OF COLTON

ATTEST:

Helen A. Ramos (signature)
City Clerk *Carolina R. Padilla*

2 (signature)
Mayor *Richard A. DeLaRosa*

Dated: March 9, 1976

CITY OF FONTANA

ATTEST:

Patricia M. Murray (signature)
City Clerk *Tonia Lewis*

Frank Horzen (signature)
Mayor *Aquanetta Warren*

Dated: April 11, 1979

CITY OF GRAND TERRACE

ATTEST:

Seth Armstead (signature)
City Clerk *Pat Jacquez-Nares*

Tony Petta (signature)
Mayor *Darcy McNaboe*

Dated: April 26, 1988

CITY OF HIGHLAND

ATTEST:

Pamela L. Lee (signature)
City Clerk *Betty Hughes*

Dennis Johnson (signature)
Mayor *Larry McCallon*

Dated: March 8, 1976

CITY OF LOMA LINDA

ATTEST:

2 (signature)
City Clerk *Pamela Byrnes-O'Camb*

Kent Dickinson (signature)
Mayor *Rhodes Rigsby*

Dated: February 26, 1976

CITY OF MONTCLAIR

ATTEST:

Gertrude L. Hill (signature)
Deputy City Clerk *Andrea M. Phillips*

Harold M. Hayes (signature)
Mayor *Paul M. Eaton*

Dated: February 27, 1976

CITY OF ONTARIO

ATTEST:

Marie Correggia (signature)
Deputy City Clerk *Mary E. Wirtes*

Paul A. Treadway (signature)
Mayor *Paul S. Leon*

Dated: September 19, 1978

CITY OF RANCHO CUCAMONGA

ATTEST:

Lauren M. Wasserman (signature)
City Clerk *Janice C. Reynolds*

James C. Frost (signature)
Mayor *L. Dennis Michael*

Dated: March 8, 1976

CITY OF REDLANDS

ATTEST:

Peggy A. Moseley (signature)
City Clerk *Sam Irwin*

Jack B. Cummings (signature)
Mayor *Paul W. Foster*

Dated: March 5, 1976

CITY OF RIALTO

ATTEST:

Joseph H. Sampson (signature)
City Clerk *Barbara A. McGee*

Vernon A. Craig (signature)
Mayor *Deborah Robertson*

Dated: March 8, 1976

CITY OF SAN BERNARDINO

ATTEST:

Lucille ? (signature)
City Clerk *Georgeann Hanna*

W. R. Holcomb (signature)
Mayor *R. Carey Davis*

Dated: February 26, 1976

CITY OF UPLAND

ATTEST:

Doreen K. ? (signature)
Deputy City Clerk *Debbi Covington*

Abner B. Hildeman (signature)
Mayor *Ray Musser*

Dated: June 6, 1990

CITY OF YUCAIPA

ATTEST:

Leslie Keane Stratton (signature)
City Clerk *Jennifer Shankland*

Gary R. Pitts (signature)
Mayor *Dennis Hoyt*

EXHIBIT "A"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

Exhibit A
Page 1 of 3

ASSETS TO BE TRANSFERRED BY
SAN BERNARDINO TRANSIT SYSTEM,
THE CITIES OF COLTON, FONTANA, LOMA LINDA,
REDLANDS, RIALTO, SAN BERNARDINO,
AND THE COUNTY OF SAN BERNARDINO

	<u>Cost/Value</u>
Land, Structures & Improvements	\$ 260,409
Bus Fleet	587,624
Service Vehicles	16,051
Shop Equipment	19,738
Office Furniture and Equipment	5,929
Radio Equipment	19,600
Fare Boxes	<u>10,650</u>
Total Cost/Value	\$ 920,001 =====

RECAP BY AGENCIES

	<u>Amount</u>
Colton	\$ 46,093
Fontana	2,166
Loma Linda	11,914
Redlands	70,403
Rialto	50,726
San Bernardino	420,439
County	<u>318,260</u>
	\$ 920,001 =====

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions, and depreciation.

LAND, STRUCTURES & IMPROVEMENTS

5th & Muscott Site	\$ 220,909
Bus Benches (300)	9,000
Bus Shelters (12)	6,000
Bus Stop Signs (1,500 +)	<u>24,500</u>
	\$ 260,409
	=====

BUS FLEET

Number Of Bus	Unit No.	Make	Model	Year of Manufacture	Seats	
2	400-401	GMC	TDH-3207	1947	32	\$ 2,000
1	403	GMC	TDH-3207	1947	32	1,000
2	407-408	GMC	TDH-3207	1947	32	2,000
2	500-501	GMC	TDH-3610	1948	36	2,000
1	505	GMC	TDH-3612	1949	36	1,000
1	304	GMC	TDH-3207	1951	31	1,000
4	5101-5104	GMC	TDH-5105	1958	51	16,000
4	300-303	GMC	TGH-3102	1961	31	14,000
15 (1)	800-814	FLX	411-HD-D1-1 A/C	1967	35	61,500
1		GMC	350	1973	18	7,500
5	100-104	MBZ	0309D	1974	19	114,405
16 (2)	1000-1015	FLX	45102-8-1	1975	36	173,109
10 (3)						110,000
15 (4)						<u>82,110</u>
						\$587,624
						=====

(1) UMTA Grant; 33% Paid by SBTS; Total \$184,500

(2) UMTA Grant; 20% Paid by SBTS; Total \$865,545

(3) UMTA Grant; 20% Paid by SBTS; Total \$550,000

(4) UMTA Grant; 17% Paid by SBTS; Total \$483,000

SERVICE VEHICLE

<u>Number</u>	<u>Description</u>	<u>Year of Manufacture</u>	<u>Cost/Value</u>
1	Chevrolet 1/2-ton pick-up, Apache 200	1959	\$ 200
1	Ford Galaxie 4-door sedan, (390)	1967	700
1	Ford 4-door sedan (300)	1963	200
1	Plymouth 4-door sedan (317)	1972	957
1	Ford Courier Compact Pick-up	1974	2,997
2 (1)	Ford Maverick 4-door sedan	1975	1,685
1 (2)	Truck with mounted hoist		<u>9,312</u>
			<u>\$16,051</u> =====

(1) UMTA Grant; 20% Paid by SBTS; Total \$8,426

(2) UMTA Grant; 20% Paid by SBTS; Total \$45,225

GRANTS OUTSTANDING - ASSIGNED TO OMNITRANS

UMTA CA-03-0093 (Portion) & CA-05-0006 (Portion)

9 New 35-foot diesel air-conditioned transit busses, less tires	\$117,328
1 New supervisory vehicle	1,076
1 New bus washer	11,938
1 new bus vacuum	4,778
17 new registering fareboxes	<u>7,926</u>
	<u>\$143,046</u> =====

EXHIBIT "B"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

Does not include Desert
-/4/76

EXHIBIT B

ASSETS TO BE TRANSFERRED BY
THE COUNTY OF SAN BERNARDINO AND THE
CITIES OF CHINO, FONTANA, MONTCLAIR,
ONTARIO AND UPLAND

TRANSIT ASSETS

	<u>Purchase Price</u>
Bus Fleet	\$ 410,107.64
Attached Equipment	16,869.40
Shop Equipment	1,750.16
Office & Misc. Equipment	<u>30,936.41</u>
	\$ 459,663.61

<u>ENTITY</u>	<u>EQUITY</u>
Chino	\$ 40,465.47
Fontana	27,924.27
Montclair	31,727.28
Ontario	26,820.59
San Bernardino County	299,082.97
Upland	<u>33,643.03</u>
	\$ 459,663.61

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions,
and depreciation.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

BUS FLEET**

<u>QTY.</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR OF MANUFACTURE</u>	<u>SEATS</u>	<u>NUMBERS</u>	<u>PURCHASE PRICE</u>
16	Mercedes	0309D	1974	16	20700-20715	\$ 368,837.60
1	Dodge	Van	1974	16	20720	11,750.10
1	Dodge	Van	1975	16	20722	13,340.10
1	Dodge	Van w/lift	1975	13	20800	16,179.84
						<u>\$ 410,107.64</u>

** Sedans used by Transit Superintendent, dispatchers and for driver switching, plus pick-up truck for mechanic will be itemized at a future time when required number determined.

ATTACHED EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
16	Fuel Tank, 40-gallon	\$ 5,653.44
16	Air Conditioner, Rear	8,585.60
1	Wheel Chair	-0-
19	Fare Box (Pine-o-matic)	2,630.36
		<u>\$ 16,869.40</u>

SHOP EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
25	First Aid Kit	\$ 548.96
3	Tool Box	754.17
6	Fire Extinguisher	82.29
5	Snow Chains	122.66
16	Reflector	242.08
		<u>\$ 1,750.16</u>

EXHIBIT B
SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

OFFICE AND MISC. EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
1	Camera, Polaroid	\$ 2,120.00
24	Cash Box	120.25
2	Coin Counter and Sorter	1,636.64
2	Tab Card File Cabinet	99.74
109	Bus Bench	7,741.18
540	Bus Stop Sign	19,218.60
		<u>\$ 30,936.41</u>

GRANTS, AGREEMENTS, LEASES TO BE
ASSUMED BY OMNITRANS

UMTA, CAPITAL 1974-75, No. CA-050005, SBd. Co.
UMTA, CAPITAL 1974-75, No. CA-050009, WVTSA
***UMTA, OPERATING 1974-75, No. CA-054016, WVTSA
***UMTA, OPERATING 1975-76, None Assigned, WVTSA
***UMTA, OPERATING 1975-76, None Assigned, SBd. Co.
FHWA, DEMONSTRATION PROJECT 1975-76, SCH 750-70704, SBd. Co.
WVTSA, Transit Service Agreement
Riverside County, Transit Service Agreement

*** Operating Grants to be reimbursed to San Bernardino County
for advanced operating funds.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

SBD. CO., EQUIPMENT LEASE PURCHASES
TO BE ASSUMED BY OMNITRANS

<u>QTY.</u>	<u>ITEM</u>	<u>MONTHLY RATE</u>
4	Office Desk	\$ 96.00
2	Office Trailer	270.00
2	Filing Cabinet	25.00
3	Desk Calculator	148.40
3	Typewriter	127.62

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

EXHIBIT C
Page 1 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES					PROJECTED SBTs HRLY RATE AS OF 7/1/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME		ACCUAL RATE SICK LEAVE VACATION TIME		
Adams, L	4-16-74	61.19	69.68	3.70 hrs. bi-wkly 3.08 hrs. bi-wkly		5.50
Atkinson, D	7-5-61	30.80	69.66	3.70 " " " 4.62 " " "		5.50
Belew, C	12-19-72	50.60	22.48	3.70 " " " 3.08 " " "		5.50
Bishop, R	4-28-75	62.90	52.36	3.70 " " " 3.08 " " "		5.00
Black, W	3-31-75	65.70	61.60	3.70 " " " 3.08 " " "		5.00
Blough, W	3-17-75	77.70	64.68	3.70 " " " 3.08 " " "		5.00
Brazil, J	3-31-75	65.90	61.60	3.70 " " " 3.08 " " "		5.00
Browne, R	4-28-75	54.90	52.36	3.70 " " " 3.08 " " "		5.00
Carlstrom, B	3-31-75	36.80	61.60	3.70 " " " 3.08 " " "		5.00
Cline, T	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "		4.75
Cox, C	3-17-75	41.20	64.68	3.70 " " " 3.08 " " "		5.00
Davis, T	7-5-61	325.60	65.66	3.70 " " " 4.62 " " "		5.50
Dickert, C	3-17-75	69.00	64.68	3.70 " " " 3.08 " " "		5.00
Dunda, S	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "		4.75
Eckstrom, G	6-5-73	12.10	48.52	3.70 " " " 3.08 " " "		5.50
Escamilla, R	1-21-74	87.40	86.16	3.70 " " " 3.08 " " "		5.50
Ford, J	7-18-67	90.60	1.04	3.70 " " " 3.08 " " "		5.50
Garrett, J	7-5-61	105.70	61.66	3.70 " " " 4.62 " " "		5.50
Grice, A	6-5-73	65.80	27.92	3.70 " " " 3.08 " " "		5.50
Hallums, T	10-14-70	64.60	20.20	3.70 " " " 3.08 " " "		5.50
Hampton, D	3-5-74	118.89	67.84	3.70 " " " 3.08 " " "		5.50

RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

EXHIBIT "C"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

EXHIBIT C
Page 2 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES					PROJECTED SBT HRLY RATE AS
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME		ACCRUAL RATE SICK LEAVE VACATION TIME		
Harris, J	6-11-73	104.90	47.44	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
Hatch, J	7-5-61	395.50	28.04	3.70 " " "	4.62 " " "	5.50
Heenan, T	5-24-67	531.30	33.90	3.70 " " "	4.62 " " "	5.50
Heywood, F	10-19-73	64.80	15.46	3.70 " " "	3.08 " " "	5.50
Hinojosa, J	2-15-73	116.20	31.20	3.70 " " "	3.08 " " "	5.50
Holmes, O	5-2-75	54.70	52.36	3.70 " " "	3.08 " " "	5.00
Hrovat, F	11-8-71	115.10	10.72	3.70 " " "	3.08 " " "	5.50
Ingram, J	4-28-75	62.90	52.36	3.70 " " "	3.08 " " "	5.00
Jenkins, E	4-17-73	135.00	38.94	3.70 " " "	3.08 " " "	5.50
Kuehnau, B	5-23-74	119.90	52.44	3.70 " " "	3.08 " " "	5.50
Lewis, E	7-5-61	238.70	33.45	3.70 " " "	4.62 " " "	5.50
Lithen, R	3-17-75	77.70	64.68	3.70 " " "	3.08 " " "	5.00
Madison, O	6-26-74	40.80	46.28	3.70 " " "	3.08 " " "	5.50
Martinez, F	4-28-75	7.50	52.36	3.70 " " "	3.08 " " "	5.00
Mathiot, M	3-17-75	28.30	64.68	3.70 " " "	3.08 " " "	5.00
Matendez, R	5-28-74	48.10	52.44	3.70 " " "	3.08 " " "	5.50
Molisani, C	11-5-70	224.45	20.34	3.70 " " "	3.08 " " "	5.50
Morales, A	10-16-73	51.40	19.42	3.70 " " "	3.08 " " "	5.50
Morrone, J	5-13-74	45.30	55.52	3.70 " " "	3.08 " " "	5.00
Nosser, B	11-21-73	2.70	12.56	3.70 " " "	3.08 " " "	5.50
Oerby, R	5-10-68	207.80	137.66	3.70 " " "	4.62 " " "	5.50
Patterson, N	4-7-65	41.60	89.14	3.70 " " "	4.62 " " "	5.50
Reed, E	5-28-74	110.80	52.44	3.70 " " "	3.08 " " "	5.00
Reyes, R	1-22-77	1.14	73.78	3.70 " " "	3.08 " " "	5.50
Reynosa, R	6-2-76	108.90	96.24	3.70 " " "	4.62 " " "	5.50

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

EXHIBIT C
Page 3 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES				
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76		ACCRUAL RATE SICK LEAVE VACATION TIME	PROJECTED SBT: HRLY RATE AS OF 7/1/76
Rodriguez, A	11-6-72	110.00	2.72	3.70 hrs. bi-wkly 3.08 hrs. bi-wkly	5.50
Romero, D	4-29-75	54.90	52.36	3.70 " " " 3.08 " " "	5.00
Rowe, G	6-4-63	60.20	69.90	3.70 " " " 4.62 " " "	5.50
Sams, A	11-17-71	18.20	1.72	3.70 " " " 3.08 " " "	5.5
Schmitt, M	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "	4.75
Schubert, E	7-5-61	678.50	41.66	3.70 " " " 4.62 " " "	5.50
Shull, R	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "	4.75
Smith, R	3-31-75	12.30	64.68	3.70 " " " 3.08 " " "	5.00
Stone, E	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "	4.75
Sweet, R	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "	4.75
Taylor, D	7-15-74	117.40	43.20	3.70 " " " 3.08 " " "	5.25
Thomas, C	3-5-69	26.50	125.54	3.70 " " " 4.62 " " "	5.50
Thomas, G	4-28-75	54.90	52.36	3.70 " " " 3.08 " " "	5.00
Thomas, M	10-20-75	22.20	18.48	3.70 " " " 3.08 " " "	4.75
Walker, E	5-10-68	284.70	143.66	3.70 " " " 4.62 " " "	5.5
Warren, F	3-17-75	34.70	64.68	3.70 " " " 3.08 " " "	5.00
Washington, B	11-17-61	31.50	25.53	3.70 " " " 4.62 " " "	5.50
West, W	7-15-74	52.30	3.00	3.70 " " " 3.08 " " "	5.25
White, J	6-10-69	10.00	142.54	3.70 " " " 4.62 " " "	5.50
Wilson, D	3-11-74	93.10	70.92	3.70 " " " 3.08 " " "	5.00

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

EXHIBIT C
Page 4 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES				
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME		ACCRUAL RATE SICK LEAVE VACATION TIME	PROJECTED SBTs HRLY RATE AS OF 7/1/76
lackford, E	5-8-74	14.80	52.44	3.70 hrs. bi-wkly 3.08 hrs. bi-wkly	5.50
oomer, R	2-25-74	52.10	74.00	3.70 hrs. bi-wkly 3.08 hrs. bi-wkly	5.50
lauson, J	8-6-63	67.80	50.56	3.70 " " " 4.62 " " "	5.50
rabtree, D **	4-7-75	----	----	----- -----	3.75
uthrie, R	5-13-74	14.80	44.44	3.70 " " " 3.08 " " "	5.50
ing, L	10-1-68	93.00	33.45	3.70 " " " 4.62 " " "	5.50
rizan, J	3-9-70	25.90	102.16	3.70 " " " 4.62 " " "	5.50
cCray, L	6-16-73	78.00	52.52	3.70 " " " 3.08 " " "	5.50
small, W	5-28-74	9.90	55.52	3.70 " " " 3.08 " " "	5.50
utledge, D	4-29-75	55.60	52.36	3.70 " " " 3.08 " " "	5.00
*UNDER CONTRACT					

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

Page 5 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES				
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME		ACCRUAL RATE SICK LEAVE VACATION TIME	PROJECTED S HRLY RATE A OF 7/1/76
INTERMEDIATE CLERK-TYPIST Nardella, Luann	3-5-74	77.20	102.92	3.70 hr. bi-wkly 3.08 hr.bi-wkly	4.09
SPECTOR- DISPATCHER					(
Breeden, Richard	7-5-61	346.10	74.96	3.70 hrs. bi-wkly 4.62 hrs. bi-wkly	5.80
Gomez, Felix	1-16-67	62.80	117.10	3.70 " " "	5.80
Haid, Joseph	11-6-72	184.80	96.72	3.70 " " "	5.80
Ross, Rex	7-5-61	242.10	88.66	3.70 " " "	5.80
MAINTENANCE SUPT. Wegener, Martin	7-5-61	481.30	69.66	3.70 " " " 4.62 " " "	8.30
WIPMENT MECHANIC FOREMAN					(
Flores, Robert	4-21-75	70.30	58.52	3.70 " " " 3.08 " " "	6.24
WIPMENT MECHANIC					
Albright, Bobby	5-20-68	288.10	77.52	3.70 hrs. bi-wkly 4.62 hr. bi-wkly	6.22
Carthen, James	7-28-69	452.10	60.34	3.70 " " "	6.22
Gilman, Richard	3-17-75	49.70	64.68	3.70 " " "	5.66
Gonzales, Frank	6-19-74	123.40	49.36	3.70 " " "	6.22
Jenkins, Edward	3-17-75	57.70	64.68	3.70 " " "	5.66
Lyons, Jack	3-17-75	53.70	64.68	3.70 " " "	5.66
Williams, Walker	5-15-68	627.20	229.66	3.70 " " " 4.62 " " "	6.22

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

Page 6 of 6
1/28/76

METRO DIVISION	FOR INFORMATION PURPOSES					
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME		ACCRUAL RATE SICK LEAVE VACATION TIME		PROJECTED SBT HRLY RATE AS OF 7/1/76
UTILITY SERVICE MAN						
lass, Gordon	11-15-71	390.50	36.64	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	4.40
onzales, Robert	2-5-61	830.80	65.04	3.70 " " "	4.62 " " "	4.40
oreno, Edmundo	5-2-75	62.90	52.36	3.70 " " "	3.08 " " "	4.00
adilla, Larry	4-29-75	54.90	52.36	3.70 " " "	3.08 " " "	4.00
aylor, Frank	4-20-70	29.60	34.76	3.70 " " "	3.08 " " "	4.40
aga, Robert	8-6-74	75.90	3.16	3.70 " " "	3.08 " " "	4.40
MAINTENANCE MAN						
ias, Frank	4-28-75	62.90	52.36	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	4.00
TRANSPORTATION SUPERVISOR						
reas, John	7-5-61	886.50	239.10	3.70 hrs. bi-wkly	4.62 hrs. bi-wkly	8.30
ADMINISTRATIVE ASSISTANT						
ll, Robert	5-6-74	180.10	43.32	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	7.35
GENERAL MANAGER						
rsh, Paul G	11-1-74	118.40	98.56	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	12.33

EXHIBIT "D"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Administrative
Services Officer

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ②③</u>		<u>Hourly Rate ②</u>
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Kay, Albert	5/14/62	603.96	224.02	3.70	6.15	\$10.65

Salary anniversary date - 9/5/69

Transit Superintendent

Pine, Alfred	9/05/52	960	320	3.70	7.69	9.20
--------------	---------	-----	-----	------	------	------

Salary anniversary date - 4/28/75

Transit Technician

Croy, Melvin	11/7/68	213.94	24.16	3.70	4.62	6.53
--------------	---------	--------	-------	------	------	------

Salary anniversary date - 8/13/73

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSES

<u>Intermediate Clerk Typist</u> <u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ② ③</u>		<u>Hourly Rate ②</u>
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Ecale, Janet L.	4/28/75	none		3.70	3.08	\$3.71
Latham, Joyce	4/28/75	none		3.70	3.08	3.71
Woodard, Melissa K.	6/30/75	none		3.70	3.08	3.71
 <u>Laborer (part time)</u>						
Bachelor, Richard	11/10/75	none	none	none	none	2.59
Johnson, Allan W.	11/12/75	none	none	none	none	2.59
 <u>Inspector - Dispatcher</u>						
Joye, Richard D.	1/20/75	none		3.70	3.08	5.30
Sharrit, Jimmie L.	3/31/75	none		3.70	3.08	5.30
 <u>Equipment Mechanic</u>						
Stalker, Arland E.	2/10/75	none		3.70	3.08	5.66
Ramo, Harry	3/24/75	none		3.70	3.08	5.66
 <u>Cashier I</u>						
Cloud, Roger D.	7/01/75	none		3.70	3.08	4.64

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators West Valley Division	Original Date of Hire	Leave Balance ①		Accrual Rate ② ③		Hourly Rate ②
		Sick Leave	Vacation Time	Sick Leave	Vacation Time	
Name						
Burke, Morris E.	3/17/75	none		3.70	3.08	\$5.00 ^r
Claasen, Glenda G.	3/17/75	none		3.70	3.08	5.00
Colę, Paul B.	3/03/75	none		3.70	3.08	5.00
Herrerra, Rudolfo	2/10/75	none		3.70	3.08	5.00
O'Haver, Gary C.	3/03/75	none		3.70	3.08	5.00
Patterson, Hattie L.	6/17/75	none		3.70	3.08	5.00
Rodriquez, Bonnie L.	3/20/75	none		3.70	3.08	5.00
Szyprka, Annamae	2/10/75	none		3.70	3.08	5.00
Thompson, Ronald M.	2/10/75	none		3.70	3.08	5.00
Turner, Mary F.	7/15/75	none		3.70	3.08	5.00
Vasquez, Philip L.	12/8/75	none		3.70	3.08	5.00
Venegas, Gloria J.	5/06/75	none		3.70	3.08	5.00
Whitford, Marilyn	10/2/75	none		3.70	3.08	5.00
Wright, Merle D.	1/8/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

<u>Coach Operators</u> <u>Metro Division</u>	<u>Original</u> <u>Date of</u> <u>Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ② ③</u>		<u>Hourly</u> <u>Rate ④</u>
		<u>Sick</u> <u>Leave</u>	<u>Vacation</u> <u>Time</u>	<u>Sick</u> <u>Leave</u>	<u>Vacation</u> <u>Time</u>	
<u>Name</u>						
Alcaarez, Bennie J.	11/24/75	none		3.70	3.08	\$5.00
Basini, Bernard	3/03/75	none		3.70	3.08	5.00
Ferrin, Franklin A.	9/04/75	none		3.70	3.08	5.00
Gant, Lawrence O.	2/10/75	none		3.70	3.08	5.00
Golston, Ella L.	10/6/75	none		3.70	3.08	5.00
Roberson, Frances M.	2/10/75	none		3.70	3.08	5.00
Whitten, Philip E.	3/03/75	none		3.70	3.08	5.00
<u>Coach Operators</u> <u>Redlands/Yucaipa Division</u>						
Cooper, Barbara A.	1/13/75	none		3.70	3.08	5.00
Hunt, Duaine	1/13/75	none		3.70	3.08	5.00
Irwin, Francis B.	3/03/75	none		3.70	3.08	5.00
Jordon, Thomas A.	1/13/75	none		3.70	3.08	5.00
Laurie, Shannon R.	2/10/75	none		3.70	3.08	5.00
Little, Thomas L. Sr.	9/04/75	none		3.70	3.08	5.00
Neely, Margaret E.	7/15/75	none		3.70	3.08	5.00
Neumann, Rudolph W.	7/15/75	none		3.70	3.08	5.00
Parker, Bob J.	3/03/75	none		3.70	3.08	5.00
While, Charles L.	3/17/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDMONTHLY RATES

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Laborer	427	449	471	495	519
Driver	559	587	616	647	679
Intermediate Clerk Typist	580	613	643	675	708
Cashier I	731	767	805	845	887
Coach Operator	779	823	866	909	952
Inspector/Dispatcher	831	875	918	961	1004
Equipment Mechanic	882	932	980	1029	1007
Transit Technician	931	978	1027	1078	1132
Transit Superintendent	1145	1518	1594	1674	1758
Administrative Services Officer	1518	1594	1674	1758	1846

2/4/76

Does Not Include Desert

EXHIBIT E
ORGANIZATIONAL
STRUCTURE

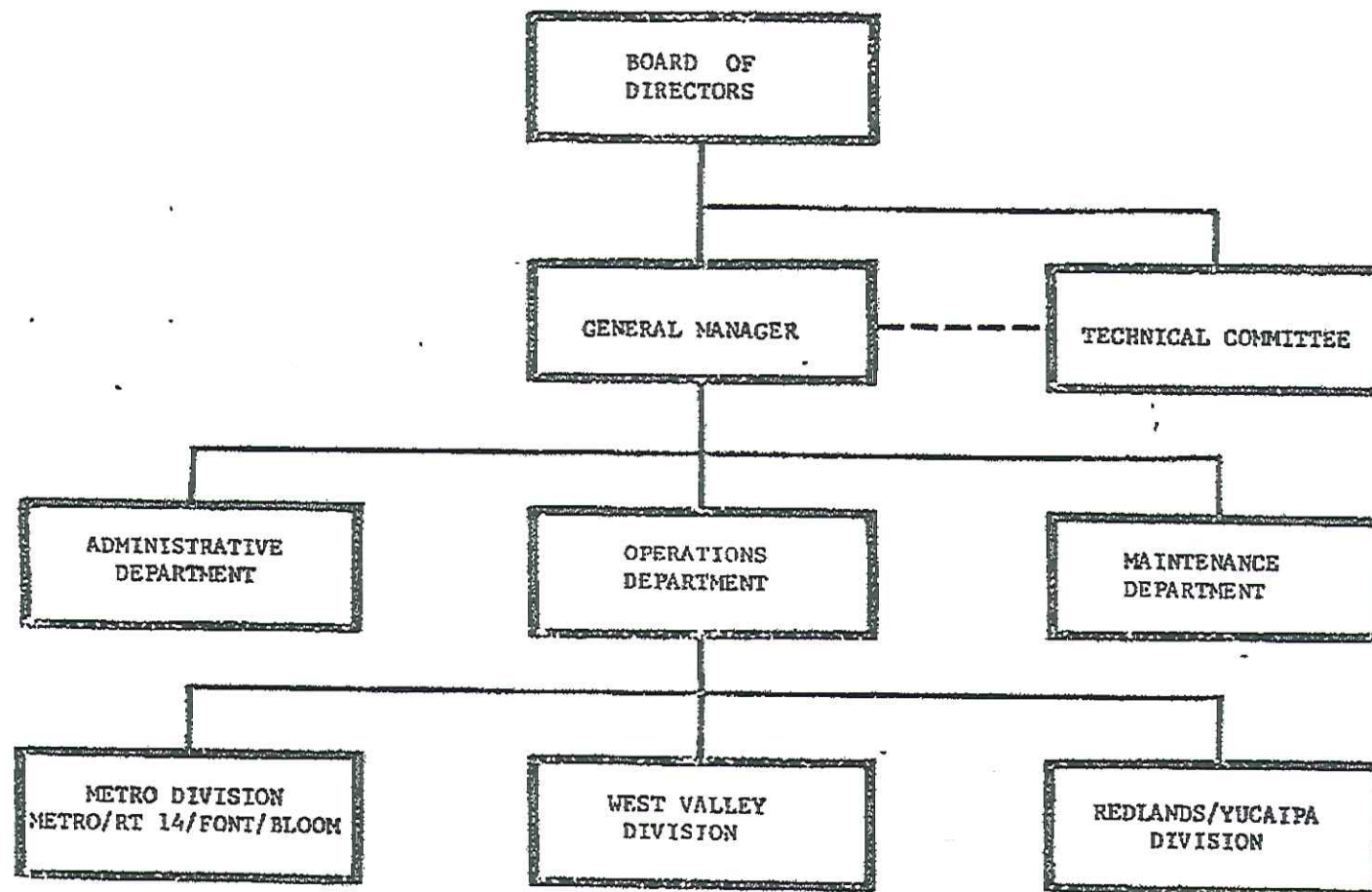


EXHIBIT "E"
RELATES TO SECTION 10, PAGE 11
PROPOSED FOR DELETION

**AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN THE COUNTY
OF SAN BERNARDINO AND THE CITIES OF CHINO, CHINO HILLS, COLTON,
FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO,
RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, AND
YUCAIPA CREATING A COUNTY WIDE TRANSPORTATION AUTHORITY TO BE
KNOWN AS "OMNITRANS".**

THIS AGREEMENT, originally dated for convenience on the 8th day of March, 1976, is hereby amended and restated on _____, 2016, is entered into by and between the COUNTY OF SAN BERNARDINO and the Cities of CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND and YUCAIPA, all of which are bodies politic in the STATE OF CALIFORNIA;

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter sometimes referred to as "County") and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (hereinafter sometimes referred to as "Cities") have a mutual interest in deciding upon and implementing a public transit system to serve all the parties, and

WHEREAS, previously certain transit service authorities served sub-areas of the County, utilizing either the County of San Bernardino or San Bernardino Transit System as transit operators; and

WHEREAS, the parties now wish to continue to better coordinate transit efforts by amending and restating the agreement used in creating a single umbrella agency which will provide transit services as requested by the transit service authorities, and will serve the transit needs of the San Bernardino Valley and other areas as required.

NOW, THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title I, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a public transportation entity separate and distinct from each of the parties to be known as "Omnitrans", which will own, maintain, operate and administer a public transportation system. This transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout the San Bernardino Valley, and to provide such service either directly or through subcontract with other operators. The transportation system initially absorbed the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department's Public Transit Division. Omnitrans will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties.

SECTION 2. CREATION OF AUTHORITY.

Omnitrans was created pursuant to Section 6506 of the California Government Code and said Authority is a public entity separate and apart from the Cities and County which are parties to this Agreement.

SECTION 3. GOVERNING BOARD.

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and four seats to be officially designated members from the Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City Council. The County representatives may have one alternate who shall be a County Supervisor. The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

B. Voting.

Each member of the Board of Directors shall have one vote. A quorum shall consist of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board. An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

Votes to issue bonded debt shall require a majority vote of the total membership.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the Chief Executive Officer of Omnitrans. The Treasurer of the Authority shall be the Chief Executive Officer of Omnitrans who shall be the depository and have custody of all money of the Authority from whatever sources. Omnitrans' Director of Finance shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code. The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget;
- (2) Appoint a Chief Executive Officer;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
 - (a) Uniform fares;
 - (b) Procurement Policies;
 - (c) Personnel Policies
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

SECTION 4. POWERS.

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;

- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- (7) Levy a fee, assessment or tax;
- (8) Power of eminent domain
- (9) Invest funds not required for immediate use as the Board determines advisable -
- in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- (10) Do all other acts reasonable and necessary to carry out the purpose of this Agreement;
- (11) Obtain insurance;
- (12) Apply for grants under federal, state and local programs.

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the County of San Bernardino.

SECTION 5. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelve (12) month period from July 1 to and including the following June 30.

SECTION 6. FINANCIAL SUPPORT.

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be allocated by the San Bernardino Associated Governments (SANBAG) on behalf of members' jurisdictions. SANBAG as the Transportation Planning Agency for San Bernardino County, and acting as the County Transportation Commission, is responsible for allocating Transportation Development Act (TDA) funding sources for transit and non-transit related purposes that comply with regional transportations plans.

The TDA provides two funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.

SECTION 7. CHIEF EXECUTIVE OFFICER.

The Chief Executive Officer of Omnitrans shall serve at the pleasure of and upon the terms prescribed by the Board of Directors.

The Chief Executive Officer shall be responsible for carrying out the policy and directives of the Board of Directors. The duties of the Chief Executive Officer shall include:

1. The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets;
2. The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;
3. Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;
4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board in conformance with Government Accounting Standards, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

SECTION 9. CONTROLLER.

The Director of Finance, as Controller, shall issue checks to pay demands against Omnitrans, which have been approved by the Chief Executive Officer. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets and liabilities.

There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors.

Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records.

SECTION 10. BUDGET AND ACCOUNTING.

The Chief Executive Officer shall prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

All expenditures of the Authority shall be within the approved annual budget and in accordance with the bylaws of the Authority and all applicable rules, policies, and procedures adopted by the Board of Directors. No expenditures in excess of those budgeted shall be made without the approval of the Board of Directors.

The books of account and other financial records of the Authority shall be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code Section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors when completed.

SECTION 11. PARTIES' LIABILITY.

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation of officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

Indemnity by Authority: Provided that a party has acted in good faith and in accordance with this Agreement, the Authority shall defend, indemnify and hold such party free and harmless from any loss, liability or damage incurred or suffered by such party by reason of litigation arising from or as a result of any of the following: the party's participation in the Authority, or any other act performed or to be performed by the party pursuant to this Agreement, provided, however, that such indemnification or agreement to hold harmless pursuant to this Section shall be recoverable only out of Authority assets (including insurance proceeds) and not from other parties to this Agreement.

Risk Management and Insurance: The Authority shall employ the principles of sound risk management in its operations. Risks shall be identified, evaluated, and treated in a manner that protects the Authority and each party to this Agreement. The Authority shall acquire and maintain throughout the term of this Agreement insurance in the amounts and types necessary and sufficient to protect the interest of the Authority and each party to this Agreement. Unless otherwise agreed upon by the Board of Directors, each party hereto shall be named as an additional insured on the Authority's liability coverage.

SECTION 12. ASSIGNABILITY.

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

SECTION 13. ADDITIONAL PARTIES.

Any general purpose local public jurisdiction may join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- (2) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

SECTION 14. TERM.

This original Agreement become effective on March 3, 1976, and this Amended and Restated Agreement shall become effective on _____, and shall continue in force until terminated by mutual agreement of the parties.

SECTION 15. WITHDRAWAL OF PARTY.

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

SECTION 16. DISSOLUTION PROCEDURES.

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, except as provided in subsection B., all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall

be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

- B. In the event that Omnitrans opts to dissolve for purposes of changing its governance structure, all assets and liabilities will transfer to the successor agency.

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

SECTION 19: MULTIPLE COUNTERPARTS.

This Agreement may be executed in multiple counterparts and a copy may be used as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: _____

COUNTY OF SAN BERNARDINO

ATTEST:

Clerk of the Board Laura Welch

Chairman, Board of Supervisors James Ramos

Dated: _____

CITY OF CHINO

ATTEST:

City Clerk Angela Robles

Mayor Dennis R. Yates

Dated: _____

CITY OF CHINO HILLS

ATTEST:

City Clerk Cheryl Balz

Mayor Cynthia Moran

Dated: _____

CITY OF COLTON

ATTEST:

City Clerk Carolina R. Padilla

Mayor Richard A. DeLaRosa

Dated: _____

CITY OF FONTANA

ATTEST:

City Clerk Tonia Lewis

Mayor Aquanetta Warren

Dated: _____

CITY OF GRAND TERRACE

ATTEST:

City Clerk Pat Jacquez-Nares

Mayor Darcy McNaboe

Dated: _____

CITY OF HIGHLAND

ATTEST:

City Clerk Betty Hughes

Mayor Larry McCallon

Dated: _____

CITY OF LOMA LINDA

ATTEST:

City Clerk Pamela Byrnes-O'Camb

Mayor Rhodes Rigsby

Dated: _____

CITY OF MONTCLAIR

ATTEST:

Deputy City Clerk Andrea M. Phillips

Mayor Paul M. Eaton

Dated: _____

CITY OF ONTARIO

ATTEST:

City Clerk Mary E. Wirtes

Mayor Paul S. Leon

Dated: _____

CITY OF RANCHO CUCAMONGA

ATTEST:

City Clerk Janice C. Reynolds

Mayor L. Dennis Michael

Dated: _____

CITY OF REDLANDS

ATTEST:

City Clerk Sam Irwin

Mayor Paul W. Foster

Dated: _____

CITY OF RIALTO

ATTEST:

City Clerk Barbara A. McGee

Mayor Deborah Robertson

Dated: _____

CITY OF SAN BERNARDINO

ATTEST:

City Clerk Georgeann Hanna

Mayor R. Carey Davis

Dated: _____

CITY OF UPLAND

ATTEST:

Deputy City Clerk Debbi Covington

Mayor Ray Musser

Dated: _____

CITY OF YUCAIPA

ATTEST:

City Clerk Jennifer Shankland

Mayor Dennis Hoyt

ORDINANCE NO. _____

Item No.: A05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.04, SECTION 2.04.120 OF THE CHINO HILLS MUNICIPAL CODE TO ESTABLISH CITY COUNCIL COMPENSATION AT EIGHT HUNDRED TWENTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$826.88) PER MONTH.

WHEREAS, Section 2.04.120 of the Chino Hills Municipal Code, Ordinance No. 189, provides that compensation for City Council Members shall be six hundred sixty-one dollars and fifty cents (\$661.50) per month and shall be paid at the same time and in the same manner as salaries paid to other officers and employees of the City; and

WHEREAS, Government Code Section 36516 provides for enactment of an ordinance and amendments thereto setting a salary for each Member of the City Council; and

WHEREAS, based upon the allowable annual percentage increases authorized by State law, the City Council is desirous of amending Section 2.04.120 to provide that compensation for City Council Members shall be eight hundred twenty-six dollars and eighty-eight cents (\$826.88) effective January 1, 2017, in accordance with Government Code Section 36516.

THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 2, Chapter 2.04, Section 2.04.120 of the Chino Hills Municipal Code, Council Compensation, is hereby amended in its entirety to read as follows:

Section 2.04.120. Council Compensation.

The compensation for City Council Members shall be eight hundred twenty-six dollars and eighty-eight cents (\$826.88) per month. Such compensation shall be payable at the same time and in the same manner as salaries are paid to other officers and employees of the City.

SECTION 2. This ordinance does not become operative until January 1, 2017, so that the compensation of eight hundred twenty-six dollars and eighty-eight cents (\$826.88) per month for City Council Members shall begin on January 1, 2017.

SECTION 3. The City Council hereby declares that the provisions of this Ordinance are severable and if for any reason a court of competent jurisdiction shall hold any sentence, paragraph, or section of this Ordinance to be invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 4. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Chino Hills' book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED this.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA ADOPTING ZONE CHANGE 14ZC02 CHANGING THE ZONING DESIGNATION OF THE 12.1-ACRE HIGGINS RANCH (TRUMARK) MIXED-USE PROJECT FROM GENERAL COMMERCIAL (CG) TO MIXED-USE (MU), AND APPROVING A DEVELOPMENT AGREEMENT.

THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council does hereby make the following findings of fact:

- A. The Applicant, Trumark Homes, LLC, requested approval of General Plan Amendment No. 14GPA02, Zone Change No. 14ZC02, Tentative Tract Map No. 19904, Site Plan Review No. 14SPR04, and a Development Agreement ("project") to construct a commercial and residential horizontal mixed-use development project consisting of two multi-tenant retail/commercial buildings with a combined floor area of approximately 18,000 square feet, 68 very small lot single-family detached residential units, and 42 residential attached townhome units on a 12.1-acre vacant site located adjacent to the existing Soquel Canyon Crossings shopping center, on the north side of Soquel Canyon Parkway between Los Serranos Country Club Drive and the SR-71 Freeway, and is commonly known as Assessor's Parcel Numbers (APN) 1028-351-18, -30, -31, and -41 ("Site") and Development Agreement A2016-040 for the development of the mixed use project. The Applicant, Trumark Homes, LLC, owns the Site.
- B. The Planning Commission of the City of Chino Hills commenced a duly noticed public hearing on the project on November 17, 2015, continued the public hearing to December 1, 2015, and continued the public hearing to December 15, 2015, and continued the public hearing to January 19, 2016, and at the conclusion of the hearing adopted a Resolution recommending that the City Council approve Zone Change 14ZC02, Development Agreement A2016-040 and other related actions.
- C. On February 9, 2016, the City Council commenced a duly noticed public hearing on the project. Following the public hearing on February 9, 2016, the City of Chino Hills adopted an Initial Study/Mitigated Negative Declaration for General Plan Amendment No. 14GPA02, Zone Change No. 14ZC02, Tentative Tract Map No. 19904, Site Plan Review No.

14SPR04, and Development Agreement, Mitigation Measures and Mitigation Monitoring Reporting Program, for the subject project in accordance with the State of California Environmental Quality Act, California Public Resources Code Sections 21000, et seq., ("CEQA") and the CEQA Guidelines and introduced Zone Change 14ZC02 and Development Agreement 2016A-040 by Ordinance No. ____ (the "Enabling Ordinance").

SECTION 2. With regard to the approval of Zone Change 14ZC02, based upon oral and written testimony and other evidence received at the public hearing held for this item, and upon studies and investigations made by the City Council and on its behalf, the City Council does further find, pursuant to Section 16.62.040 of the Development Code and Government Code Section 65853, as follows:

A. FINDING: That the proposed zone change is consistent with the goals, policies and objectives of the General Plan;

FACT: The proposed zone change is consistent with the following goals, policies, and objectives of the General Plan:

- Land Use Goal LU-2: Balance residential with commercial, business, and public land uses;
- Policy LU-2.5: Promote land use patterns that support a regional jobs/housing balance;
- Action LU-2.5.1: Achieve a balance of commercial uses that provides for the retail, business, professional, and other service needs of City residents, and that will attract customers from the surrounding region;
- Policy LU-5.1: Promote infill, mixed use, and higher density development.
- Action LU-5.1.1: Identify sites suitable for mixed use development within an existing urban service area and establish appropriate site-specific standards to accommodate the mixed uses.
- Action LU-5.1.4: Plan for high density residential and mixed use development near commercial areas, major roadways, and transit facilities.
- Housing Goal H-1: Provide a range of housing types while maintaining the City's overall low density character.
- Policy H-1.1: Provide a variety of residential opportunities in the City, including large lot estates, low density single-family homes, medium density townhomes, and high density condominiums and apartments.
- Action H-1.1.1: Continue to review the City Land Use Plan and available vacant and underutilized sites to identify appropriate sites for housing at varying densities.

- Action H-1.1.3: Encourage multifamily projects of high quality design.
- Policy H-1.4: Provide for new housing sites to satisfy requirements of state housing law and consistent with Measure U.
- Goal H-5: Promote and encourage housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition or family size.
- Economic Development Goal ED-1: Promote a diversified economic base.
- Policy ED-1.1: Promote commercial service uses targeted to serve Chino Hills' residents and shoppers from other areas.
- Action ED-1.1.2: Encourage uses near the SR-71 Freeway and major commercial arterials that have a positive net fiscal benefit to the City.

B. FINDING: That the proposed zone change will not adversely affect surrounding properties;

FACT: The proposed Zone Change for the 12.1-acre area from Commercial to Mixed-Use will not adversely affect surrounding properties as the subject site abuts a commercial development (i.e., the Soquel Canyon Crossings shopping center) to the immediate west, and there are also single-family residences to the north of the subject site, including a previously approved single-family residential tract that will be constructed concurrently with the mixed-use project. The associated development includes two new commercial buildings that are compatible with the adjacent Soquel Canyon Crossings shopping center and will create a more cohesive appearance. Further, the associated development includes residential townhouse and very small lot single-family residential. Thus, the Mixed-Use land use will provide a transitional zoning and development between the existing commercial uses and the single-family residential uses to the north. Therefore, the changes to the land use policy map from Commercial to Mixed-Use are compatible and consistent with the surrounding properties.

SECTION 3. With regard to the request for approval of Development Agreement A2016-040, based upon oral and written testimony and other evidence received at the various public hearings identified above with regard to the project, and upon studies, reports and investigations made by the City Council and on its behalf, as well as the benefits to the City identified in and provided for in the Development Agreement, the City Council does further find, pursuant to Government Code Section 65865 et seq., as

follows:

- A. FINDING: A Development Agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan:

FACT: The project included a General Plan amendment which was previously and thoroughly reviewed through the MND and planning process, and was found by the City Council at their February 9, 2016 meeting to be consistent with the goals, policies and objectives of the General Plan. The proposed Development Agreement is consistent with the General Plan as it would balance residential with commercial, business, and public land uses, and promotes infill, mixed use, and higher density development. The Development Agreement is further consistent with the goals, policies, and objectives of the General Plan by providing a variety of residential opportunities in the City, including large lot estates, low density single-family homes, medium density townhomes, and high density condominiums and apartments, and providing a range of housing types while maintaining the City's overall low density character. The Development Agreement will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including: fulfilling long-term economic and social goals for City and the community; increasing the supply of housing within the City; providing fiscal benefits to City's general fund in terms of increased property tax revenues; providing construction employment within City; and providing a Development Agreement Fee totaling Eight hundred forty thousand Dollars (\$840,000) to be utilized by the City for whatever public purpose it deems appropriate.

- B. FINDING: A Development Agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of Section 66473.7:

FACT: The proposed project included Tentative Tract Map 19904, but the tentative Tract map did not include 500 or more residential dwelling units and does not account for a ten percent or more increase in the number of public water system service connections, therefore the project complies with all of the standards of Government Code Section 66473.7.

SECTION 3. The City Council of the City of Chino Hills does hereby adopt Zone Change 14ZC02 changing the Zoning Map Designation of the 12.1-acre Higgins Ranch (Trumark) Mixed-Use project Site from Commercial General (CG) to Mixed Use (MU) and does hereby approve Development Agreement 2016A-040, attached to and incorporated into this Ordinance as Exhibit "A", based on the findings included within this ordinance.

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, do hereby certify that the foregoing Ordinance No. _____, was duly passed and adopted at a regular meeting of the Chino Hills City Council held on the _____ by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

CHERYL BALZ, CITY CLERK

(SEAL)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF CHINO HILLS
14000 City Center Drive
Chino Hills, California 91709

DEVELOPMENT AGREEMENT NO. A2016-040

**BY AND BETWEEN
THE CITY OF CHINO HILLS,**

AND

TH – HW SOQUEL, LLC

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL
PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE
§ 65868.5

DEVELOPMENT AGREEMENT NO. A2016-040

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF CHINO HILLS, a municipal corporation, organized and existing under the general laws of the State of California (referred to hereinafter as "City"), and TH – HW SOQUEL, LLC, a California limited liability company (referred to hereinafter as "Developer"), as of this _____ day of _____, 2016. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties and incorporated herein by this reference:

1.1 Pursuant to Government Code Section 65864 *et seq.*, City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

1.2 Developer holds an equitable interest to certain property located in the City of Chino Hills, County of San Bernardino, State of California, legally described on Exhibit A (the "Property"), and possesses all necessary authority to execute and enter into this Agreement as equitable owner of the Property.

1.3 At the time of entering into this Agreement, Developer is the fee title owner of the Property.

1.4 Developer has submitted to City an application to develop up to 110 residential dwelling units on the Property and approximately 18,000 square feet of commercial development (the "Project"), as shown on the site plan attached hereto as Exhibit B (the "Project Site Plan").

1.5 On February 9, 2016, the City Council of the City (the "City Council") adopted a Mitigated Negative Declaration for Environmental Assessment ("MND") and the Mitigation Monitoring Plan for the MND; and considered a General Plan Amendment 14GPA02, Zone Change 14ZC02; Tentative Tract Map No. 19904; Site Plan Review 14SPR04; Design Review No. 406 (The adoptions and approvals set forth in this paragraph are collectively referred to as the "Project Approvals").

1.6 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Project in accordance with the Project Approvals and Applicable Rules (defined below). In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

1.7 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Project in accordance with the Project Approvals and the Applicable Rules. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement and Developer agrees to waive its rights, if any, to challenge legally the limitations on density and use imposed

upon development of the Property and other restrictions and obligations, as set forth in this Agreement.

1.8 By this Agreement, City further desires to obtain the binding agreement of Developer as follows:

To pay the City a Development Agreement Fee ("DA Fee") totaling Eight hundred Forty Thousand Dollars (\$840,000.00) to be utilized by the City for whatever public purpose it deems appropriate.

1.9 City and Developer have acknowledged and agreed that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of the City.

1.10 This Agreement and the proposed Project's uses are (i) consistent with the General Plan, as amended, and all applicable adopted plans, codes, ordinances and policies of the City, (ii) consistent with all other ordinances, resolutions, rules, regulations, laws, plans and policies applicable to the Project, (iii) in the best interest of the health, safety and general welfare of the City, its residents, and the general public, and (iv) in compliance with the terms, conditions, requirements, restrictions, and terms of and Government Code Section 65865.2.

1.11 The Tentative Tract Map No. 19904 will comply with the provisions of Section 66473.7, if applicable.

1.12 Development of the Property will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others:

- 1.12.1 Fulfilling long-term economic and social goals for City and the community;
- 1.12.2 Increasing the supply of housing within the City;
- 1.12.3 Providing fiscal benefits to City's general fund in terms of increased property tax revenues;
- 1.12.4 Providing construction employment within City; and
- 1.12.5 Providing business park employment with the City.

1.13 The Planning Commission of the City held duly noticed public hearings on this Agreement on November 19, 2015, December 1, 2015, December 15, 2015 and January 19, 2016, and at the conclusion of the public hearing on January 19, 2016 adopted a Resolution recommending that the City Council approve this Agreement.

1.14 On February 9, 2016, the City Council commenced a duly noticed public hearing on the Project Approvals and this Agreement, and at the conclusion of the hearing adopted the Project Approvals (except that such adoption and all related findings and actions were conditioned to become effective only upon the effective date of the Ordinance Adopting Zone Change 14ZC02 and this Agreement) and introduced the Ordinance Adopting Zone Change 14ZC02 and this Agreement

by Ordinance No. (the "Enabling Ordinance"), which was subsequently adopted on February 23, 2016.

2. **Property Subject to this Agreement.** The Property, as described in Exhibit A, shall be subject to this Agreement and shall benefit from this Agreement.

3. **Binding Effect.** The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to the City and the Developer and each successor in interest thereto and constitute covenants that run with the Property. Any and all rights and obligations that are attributed to the Developer under this Agreement shall run with the land.

3.1 **Constructive Notice and Acceptance.** Every person who has or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

3.2 **Rights to Assign.** Developer may Transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person conditioned upon Developer giving City a written notice of its intention to do so no less than thirty (30) calendar days prior to the close of escrow for the Transfer. "Transfer" means any actual or attempted, total or partial, assignment, sale, transfer, ground lease, ground leaseback, conveyance, or any other transaction that has the materially identical effect as anyone of the foregoing specifically enumerated transactions. Transfers also include any substantial change in the ownership and/or control of the Developer, except as specifically provided by the Operating Agreement of the Developer, as may be amended from time to time. For purposes of the foregoing, "substantial change" means any change in the identity of the persons or entities owning or controlling a fifty percent (50%) or greater interest in the persons and/or entities comprising Developer or Developer's members; provided, however, that the acquisition of the ownership interest of one of Developer's members by the other member (or an affiliate or principal thereof) shall not constitute a Transfer. Notwithstanding anything to the contrary, the term "Transfer" also excludes the granting of easements, dedications or permits or other similar rights to facilitate the Development of the Property, and the sale, leasing or other conveyance of subdivided lots within the Property for purposes other than Development.

3.3 **Liabilities Upon Developer Transfer.** Upon the delegation of the duties and obligations under this Agreement and the Transfer of all or any portion of the Property, Developer to the extent permitted by law and/or such is consistent with the Project Approvals (including but not limited to CEQA mitigation measures and conditions of approval for the Project) will be released from its obligations under this Agreement with respect to the Property, or a portion thereof, so being transferred arising subsequent to the effective date of such Transfer to the extent it is not in breach of this Agreement at the time of transfer, if (i) Developer has provided to the City prior or subsequent written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property being transferred by executing an Assignment and Assumption Agreement in a form substantially similar to the form attached hereto as Exhibit C. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of this

Agreement as such provisions related to the portion of the Property acquired by such transferee to the extent permitted by law and/or such is consistent with the Project Approvals, including but not limited to CEQA mitigation measures and conditions of approval for the Project. Any such transferee shall be entitled to the benefits of this Agreement as "Developer" hereunder and shall be subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by Developer or any transferee shall only affect that portion of the Property owned by such defaulting party and shall not cancel, diminish, or in any way negatively affect the rights hereunder with respect to any portion of the Property not owned by such defaulting party. The transferee shall be responsible for satisfying the good faith compliance requirements set forth in Section 9 below relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee to the extent permitted by law and/or such is consistent with the Project Approvals, including but not limited to CEQA mitigation measures and conditions of approval for the Project.

4. **Development of the Property.** The following provisions shall govern the subdivision, Development (defined below) and use of the Property.

4.1 **Permitted Uses.** The permitted and conditionally permitted uses of the Property are those set forth in the Applicable Rules (defined below).

4.2 **Development Standards.** All design and development standards that shall be applicable to the Project ("Development Standards") are set forth in this Agreement, the Chino Hills General Plan, the Chino Hills Municipal Code, the Applicable Rules (defined below), and the Project Approvals. This Agreement shall govern to the extent it conflicts with the Applicable Rules. In addition, the Parties agree to the following:

4.3 **Building Standards.** All construction on the Property shall adhere to the California Building Code, the California Electrical Code, the California Mechanical Code, the Uniform Sign Code, the Uniform Code for Abatement of Dangerous Buildings, and Uniform Administrative Code as incorporated into and amended by (currently) Title 15 of the CHMC, and in effect at the time the plan check(s) or permit(s) is/are approved and to any federal or state building requirements that are then in effect (collectively the "Building Codes").

4.4 **Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.** All exactions, mitigation measures, conditions, reservations and dedications of land and/or Public Improvements for public purposes that are applicable to the Project or the Property are set forth in the Applicable Rules, the Project Approvals and this Agreement. Developer shall pay all applicable Development Impact Fees, as specified in Chapter 3.40 of the Chino Hills Municipal Code, which as of the Effective Date are as set forth in Exhibit D. All Development Impact Fees shall be paid at the fee rate in effect on the Effective Date for five (5) years following the Effective Date ("Development Impact Fee Fixed Period"). At the conclusion of the Development Impact Fee Fixed Period, only those Development Impact Fees in effect on the Effective Date shall be paid at the fee rate when payment for such fees is due and payable. This Section shall not be construed to limit the authority of City to charge normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, which fees are designed to reimburse City's actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as said approvals and permits are granted by

City. Additionally, Developer shall be required to pay all fees imposed by other governmental agencies with respect to the development of the Property.

5. **Applicable Rules and Entitlement to Develop.** The term "Applicable Rules" shall mean the following:

5.1.1 The General Plan, as it exists on the Effective Date;

5.1.2 The City's Municipal Code, including the Zoning Code and the Development Code, as they exist on the Effective Date;

5.1.3 Those other laws, ordinances, rules, regulations, and standards, official policies governing permitted uses of the Property, density, design, improvement, occupancy and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

5.2 **Entitlement to Develop.** The Developer is hereby granted the vested right to develop the Property subject to this Agreement, the Applicable Rules, the Project Approvals and any future approvals applied for by the Developer and granted by the City for the Project or the Property (the "Future Approvals"). For purposes of this Agreement, the terms "Develop", "Developing" and "Development" mean the improvement of the Property for the purposes of completing the structures, improvements and facilities in accord with the Project Approvals, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project; the construction and reconstruction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance or repair of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

5.3 **Subsequent Rules.** Any change proposed to the Applicable Rules, including, without limitation, any change in any applicable general plan or specific plan, zoning, or subdivision regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, as the case may be (collectively the "Subsequent Rules"), which would, absent this Agreement, otherwise be applicable to the Property, shall specifically not apply to any part of the Property unless Developer notifies the City in writing that it elects to have the Subsequent Rules apply.

5.4 **Timing of Development.** In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 ("*Pardee*"), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of Development resulted in a later-adopted initiative restricting the rate of Development to prevail against the parties' agreement. Here, City and Developer intend to avoid the result in *Pardee* by acknowledging and providing that Developer shall have the right, without obligation, to Develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the terms of this Agreement. In furtherance of the Parties' intent, as set forth in this Section, no Subsequent Rules that purport to limit the rate or timing of Development over time or alter the sequencing of

Development phases, whether adopted or imposed by the City Council or through the initiative or referendum process or otherwise, shall specifically apply to the Property and/or the Project. In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of Development over time or alter the sequencing of Development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall specifically apply to the Property. However, nothing in this Section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to satisfy all conditions and required by the Project Approvals and this Agreement once the Developer has received all applicable permits for and has commenced construction of the Development.

5.5 Term. This Agreement shall be in effect for a period of ten (10) years from the Effective Date of the Ordinance establishing this Agreement.

5.6 Issuance of Building Permits. No Future Approval will be withheld, conditioned, or delayed from the Developer if all of the provisions of the Project Approvals, this Agreement and the Applicable Rules required as a condition to issuance of that Future Approval have been satisfied or suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City.

5.7 Satisfaction of Mitigation Measures and Conditions. In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others to the City's satisfaction, Developer shall be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with the California Environmental Quality Act ("CEQA"). If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City's satisfaction, in lieu of the rejected mitigation measures or conditions.

5.8 Moratorium. The City shall not impose a development moratorium on the Property in conflict with this Agreement unless such is necessary to protect a significant threat to the health or safety within the City.

5.9 Performance of City Community Development Director Duties. If the City determines at any time during the term of this Agreement that the duties to be performed by the City Community Development Director under this Agreement will be performed by one or more staff members other than the Community Development Director, the City shall endeavor to notify the Developer of such change. The City shall ensure that a person or persons are designated at all times to carry out the duties of the Community Development Director set forth in this Agreement.

5.10 Inconsistent Enactments. By way of enumeration, and not limitation, any law, action or inaction, whether imposed by initiative or otherwise and whether or not by specific reference to the Project or the Property, this Agreement or otherwise, shall be considered to conflict if it:

(a) Restricts the vested rights described in the Agreement or in any way limits, reduces, delays, or adversely affects the rate, timing, scope, intensity, use, density, manner, or sequencing of the Development or otherwise requires any reduction or increase in the number, size,

height or square footage of lot(s), structures, buildings or other improvements, modifies the standards and specifications applicable to the infrastructure required for the Project or requires additional dedications, exactions, fees or mitigation other than that provided for in the Agreement; or

(b) Imposes a new permit requirement not already part of the Applicable Rules.

And, in such case of any such conflict, the terms and conditions of this Agreement shall prevail and shall supersede any conflicting restriction or imposition, except as allowed by this Agreement.

6. Developer Agreements.

6.1 General. The Developer shall comply with (i) this Agreement, (ii) the Project Approvals, including without limitation all mitigation measures and mitigation monitoring program required by the determination made pursuant to the California Environmental Quality Act, and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant. Developer further agrees that Developer has reviewed, understands and agrees with the fees, dedications, reservations and exactions, as defined in Section 66000 of the Government Code, CEQA mitigation measures and conditions of approval of the Project Approval. Further, Developer waives any right to protest the imposition of any such fees, dedications, reservations, or other exactions. Notwithstanding this waiver, if a court finds that such rights cannot be waived, Developer acknowledges that notice pursuant to Government Code Section 66020(d)(1) of imposition of the fees, dedication, reservations and exactions set forth in this Agreement and the Project Approvals has been provided and the 90-day approval period in which the applicant may protest has begun.

6.2 DA Fee. The Developer shall pay the City a Development Fee ("DA Fee") of Eight Hundred Forty Thousand Dollars (\$840,000). This DA Fee shall be paid prior to the City's issuance of a building permit for the fifty-fifth (55th) residential unit to be constructed by Developer. In addition, and prior to the issuance of the certificate of occupancy for the first residential dwelling unit, the developer shall have either (a) completed the construction of the shell buildings of the commercial component of the Project and received a final inspection and approval by the City for such, or (b) deposited seven hundred fifty thousand dollars (\$750,000) into Escrow ("Additional Fee"). This amount reflects five (5) potential equal yearly payments that shall be released to the city as follows:

Unless and until the construction of the shell buildings of the commercial component of Project have received a final inspection and approval by the City, on the 1st anniversary following the Additional Fee deposit and every year thereafter the City may make a demand to escrow for payment of 1/5th the Additional Fee. Escrow instructions will provide the city with unilateral control over funds once deposited. Notwithstanding the foregoing, the City may only make one such demand each year and in no event shall they be entitled to more than one payment each year. Upon final inspection and approval of the building shells of the commercial component of the project, the City shall authorize escrow to release to Developer the remaining Additional Fee monies, if any.

The City shall have the sole discretion to use the DA Fee and Additional Fee as it chooses. This Section 6.2 shall survive the termination of this Agreement.

6.3 Maintenance Obligations. The Developer shall maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat and orderly manner. The Parties' respective maintenance obligations shall survive any termination or expiration of this Agreement.

6.4 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the Property and the term of each of the Project Approvals shall be extended to the greater of (i) the date provided for in the Project Approvals or (ii) the scheduled termination date of this Agreement as set forth in Section 5.5 above.

6.5 Costs of Development. Developer shall bear all costs incurred in connection with the financing, construction and maintenance of the Project constructed by the Developer pursuant to this Agreement, including, without limitation, all costs incurred in connection with any loans, investigation and preparation of the Property for development and all costs of investigation, acquisition and/or preparation of any plans or other submissions made by the Developer pursuant to this Agreement. The Developer shall also be responsible for the payment of all fees assessed in connection with obtaining any entitlements and permits as necessary for construction, marketing and/or maintenance of the Project, including, without limitation, all school fees, county fees, City fees and fees payable to the sanitation district. The Developer shall be responsible for making appropriate application to the City to satisfy any applicable provisions of the California Subdivision Map Act, to obtain any required conditional use permit and to satisfy all other local enactments in accordance with the Subdivision Map Act which are applicable with respect to assembly and development of the Site.

6.6 Permits. Before Developer commences construction of any buildings, structures or other works of improvement upon the Property, Developer shall secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work other than the Project Approvals granted concurrently with this Agreement. Such permits shall be secured at the Developer's own expense. Subject to the terms of this Agreement, it is understood that the Developer is obligated to pay all necessary fees and to timely submit to the City final drawings with final corrections to obtain any necessary permits; the City shall, without obligation to incur liability or expense therefore, use reasonable efforts to expedite issuance of building and other required permits and certificates of occupancy for construction that meets the requirements of the Chino Hills Municipal Code. The Developer shall be required to comply with all conditions to approval of all zoning changes, general plan amendments, specific plan modifications, precise plans, subdivision maps, conditional use permits, CEQA approvals or any other land use approvals, and all costs of compliance shall be at the sole expense of the Developer.

6.7 Taxes, Assessments and Liens. The Developer shall pay when due any tax, assessment or lien which has been or may be levied on the Property or its interest therein (including, without limitation, any condominium and planned unit development assessments) and acknowledges that the failure to do so timely shall constitute a material Default hereunder.

Developer acknowledges that it will have to pay off the deferred assessment amount of \$ 598,496.16, which is the amount, apportioned to this Property, owed under the Weeda Assessment Deferral Agreement between Mrs. Adriana Weeda and County Zone Area 70 Zone CH dated December 8, 1986, recorded on the Property as Instrument # 87-114132, within fifteen (15) calendar days of the date that the ordinance authorizing this Agreement becomes effective. Except as otherwise expressly provided in this Agreement, the Developer may contest the validity or amount of any tax assessment, encumbrance, or lien upon the Property, and exercise all remedies available to the Developer with respect thereto, provided, however, notwithstanding anything in this Agreement to the contrary, that no contest, opposition or objection shall be continued or maintained after the date on which the imposition or assessment at which it is directed becomes delinquent.

6.8 Sales and Use Tax.

6.8.1 In the event the contract price for any work on the Project is valued at five million dollars (\$5,000,000) or more, Developer agrees to report, on a State Board of Equalization Tax Return, any purchases of tangible personal property made in connection with the finishing of and/or installation of materials, or fixtures for the Project, when such purchases were made without sales or use tax due. Developer must indicate the City as a registered job site location on the State Board of Equalization Tax Return. Developer will require that all qualifying contractors and subcontractors exercise their option to obtain a Board of Equalization sub-permit for the jobsite and allocate all eligible use tax payments to the City of Chino Hills. Prior to commencement of any construction activity on-site the developer will require that the contractor or subcontractor provide the City of Chino Hills with either a copy of their BOE account number and sub-permit, or a statement that use tax does not apply to their portion of the project

6.8.2 Developer further agrees that if Developer retains contractors or subcontractors to perform a portion of work in the Project, and said contracts or subcontracts are valued at five million dollars (\$5,000,000) or more, said contracts or subcontracts must contain the provisions set forth in Section 6.8.1 above.

6.8.3 The Finance Director of the City is authorized to relieve Developer, and Developer's contractors and subcontractors, from the requirements set forth in this Section 6.8.2 upon proof to the reasonable satisfaction of the Finance Director that Developer and/or its contractors or subcontractors have made good faith efforts to obtain said permit or sub-permits, but were denied the same by the State Board of Equalization.

7. Modification/Suspension. Pursuant to Government Code Section 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision shall be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof shall be restored to their full original effect.

8. Demonstration of Good Faith Compliance.

8.1 Periodic Review of Compliance. In accordance with Government Code Section 65865.1, this Section 8 and the Applicable Rules, once each year until such time as the final certificate of occupancy has been issued and Developer has complied with this Agreement and all Applicable Rules, on or before each anniversary of the Effective Date ("Periodic Review"), the City Community Development Director shall review the extent of the Developer's good faith compliance with the terms and provisions of this Agreement. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to the City by the Developer or its successors or assigns. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews including, without limitation, reasonable attorneys' fees.

8.2 Good Faith Compliance. During each Periodic Review, the Developer shall demonstrate by written status report that, during the preceding twelve (12) month period, that it has been in good faith compliance with this Agreement. The Developer shall provide such a written status report to the City Community Development Director at least forty-five (45) days prior to each anniversary of the Effective Date of this Agreement. In addition, upon the written request of the Community Development Director, the Developer shall furnish such documents or other information as reasonably and lawfully requested by the Community Development Director.

8.3 Information to be Provided to Developer. The City shall deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the preceding twelve (12) month review period regarding good faith compliance of the Developer with this Agreement, written comments from the public regarding good faith compliance of the Developer with this Agreement and, to the extent practical, all related exhibits concerning such Periodic Review, but in no event later than six (6) business days prior to the City Community Development Director's submittal of any report to the Planning Commission setting forth his or her determination as to the results of the Periodic Review. Subject to the provisions of Section 13 below, upon the Developer's request, the Developer shall be given a full and adequate opportunity to be heard orally and in writing regarding its performance and, at its option, the City's performance under the Agreement, prior to the completion of the City Community Development Director's Periodic Review.

8.4 Special Reviews. In addition, the City Council may order a special periodic review of the Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such special review demonstrates that the Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, the Developer shall reimburse the City for all costs, direct and indirect, reasonably incurred in conjunction with the special review.

8.5 Notice Of Non-Compliance; Cure Rights. Subject to the provisions of Section 13.1 below, if at the completion of any Periodic Review, the City Community Development Director reasonably concludes on the basis of substantial evidence that as to any parcel or parcels comprising the Property (i) the Developer has not demonstrated that it is in good faith compliance with this Agreement; and (ii) that the Developer is out of compliance with a specific substantive term or provision of this Agreement, then the City Community Development Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 10.2 below.

8.6 Determination of Developer's Compliance. If the City Community Development Director determines that the Developer has demonstrated that it is in good faith compliance with this Agreement, the City Community Development Director's determination shall be deemed final and non-appealable. If the Developer appeals to the Planning Commission a determination by the City Community Development Director that the Developer is not in compliance with this Agreement and the Planning Commission determines that the Developer has demonstrated that it is in good faith compliance with this Agreement, the Planning Commission's determination shall be deemed final and non-appealable. If the Developer appeals to the City Council a determination by the Planning Commission that the Developer is not in compliance with this Agreement and the City Council determines that the Developer has demonstrated that it is in good faith compliance with this Agreement, the City Council's determination shall be deemed final and non-appealable.

8.7 Failure of Periodic Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement.

8.8 Effect on Default Procedures. Nothing in this Section 8 shall be interpreted to prevent the City from providing the Developer with an otherwise proper Notice of Default hereunder at any time, including any time other than during a periodic review under this Section 8, or from terminating this Agreement pursuant to the provisions of Section 10 following any Uncured Default by Developer.

9. Excusable Delays. Performance by any Party of its obligations hereunder shall be excused during any period of "Excusable Delay," as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) acts of God; (b) civil commotion; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) unusually adverse weather conditions which have not been taken into account in the construction schedule; (g) damage to work in progress by reason of fire, flood, earthquake or other casualty; (h) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity other than City; (i) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for Development of the Property; (j) delays caused by any default by City or the Developer hereunder (however, only the non-defaulting party can assert an excusable delay); (k) delays due to the presence or remediation of Hazardous Materials; (l) delays due to the presence or mitigation of impacts to archaeological, cultural or historical resources subject to protection by any governmental entity; or (m) terrorism. To the extent necessary to effectuate the purposes of this Agreement, the term of this Agreement and any obligations of the Parties hereunder shall be extended by any period of Excusable Delay.

10. Default Provisions. Either Party to this Agreement shall be deemed to have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the "Notice of Violation") from the non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-

monetary default within the time set forth in the notice, then the breaching Party shall not be in default if it commences to cure the default within such time limit and diligently effects such cure thereafter, but in no event more than one hundred eighty (180) days after receipt of such Notice of Violation. Failure or delay in giving such Notice of Violation shall not constitute a waiver of any breach of this Agreement. Following the giving of such notice, the nonperformance which is complained of shall constitute a Default under this Agreement. If a Default is not cured within the applicable period provided above, then it shall thereafter constitute an "Uncured Default."

10.1 No Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any rights or remedies in connection therewith or of any other rights and remedies provided by this Agreement or by law, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.2 Content of Notice of Violation. Every Notice of Violation shall state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given in accordance with Section 18 hereof.

10.3 Remedies for Breach. In the event of an Uncured Default, the Parties agree that the remedies for breach of this Agreement by Developer or City shall be limited to injunctive relief and/or specific performance or termination of this Agreement.

11. Mortgagee Protection. This Agreement shall not prevent or limit the Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing ("Mortgagee") may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City's response to such requested interpretations. The City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property shall be entitled to the following rights and privileges:

11.1 Mortgage Not Rendered Invalid. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations, or to guarantee such performance prior to taking title to all or a portion of the Property.

11.2 Request for Notice to Mortgagee. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in

the manner specified herein for giving notices, shall be entitled to receive a copy of any Notice of Violation delivered to the Developer.

11.3 Mortgagee's Time to Cure. The City shall provide a copy of any Notice of Violation to the Mortgagee within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of (a) thirty (30) days after the receipt of such Notice of Violation; or, (b) if the default cannot be so cured within said thirty (30) days, then within ninety (90) days after receipt of such Notice of Violation so long as Mortgagee has commenced in good faith to cure the default. Notwithstanding the foregoing, if such default shall be a default which can only be remedied by such Mortgagee obtaining possession of a Property, or any portion thereof, and such Mortgagee seeks to obtain possession, such Mortgagee shall have until ninety (90) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, to commence to cure such default, provided that such default is cured no later than one (1) year after Mortgagee obtains such possession.

11.4 Cure Rights. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of the Developer arising prior to acquisition of title to the portion of the Property by such Mortgagee, except with respect to the payment obligation set forth in Section 6.2 of this Agreement. Additionally, any such Mortgagee shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagee, have been satisfied.

11.5 Bankruptcy. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Developer, the times specified in Section 11.3 above shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

11.6 Disaffirmation. If this Agreement is terminated as to any portion of the Property by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

12. Estoppel Certificate. At any time and from time to time, the Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting Party is not in breach of this

Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. The failure of the City to deliver such a written notice within such time shall constitute a conclusive presumption against the City that, except as may be represented by the Developer, this Agreement is in full force and effect without modification, and that there are no uncured defaults in the performance of the Developer. The City Community Development Director shall be authorized to execute, on behalf of the City, any Estoppel Certificate requested by the Developer. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

13. Administration of Agreement.

13.1 Appeal of Staff Determinations. Any decision by City staff concerning the interpretation or administration of this Agreement or Development of the Property in accordance herewith may be appealed by the Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the Chino Hills Municipal Code. The Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section. All decisions by the City Staff concerning the administration of this Agreement and the Project which is the subject hereof are appealable to the Planning Commission and thereafter, if necessary, to the City Council. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

13.2 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the terms of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by City and Developer, which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating memoranda are not intended to and shall not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such operating memoranda is hereby delegated to the City Community Development Director, and the City Community Development Director is hereby authorized to execute any operating memoranda hereunder without further City Council action.

13.3 Certificate of Performance. Upon the completion of the Development of the Property, or upon completion of performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by the appropriate agents of the Developer and the City

and shall be recorded in the official records of San Bernardino County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 3093.

14. **Amendment or Termination by Mutual Consent.** Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual consent of City and the Developer, and upon compliance with the provisions of Government Code Section 65867.

15. **Indemnification/Defense.** The Developer shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, the Developer's performance pursuant to this Agreement. Developer shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officers, employees and agents from and against any action or proceeding to attack, review, set aside, void, or annul this Agreement or the Project Approvals or any provisions thereof.

16. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

17. **Effective Date.** This Agreement shall become operative on the date the Enabling Ordinance becomes effective (the "Effective Date") pursuant to Government Code Section 36937.

18. **Notices.** Any notice shall be in writing and given by delivering the same in person or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:

If to City:	City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709 Attn: City Clerk
With a Copy to:	Hensley Law Group 2600 W. Olive Avenue, Suite 500 Burbank, CA 91505 Attn: Mark D. Hensley, Esq. Facsimile No.: (818) 333-5121
If to Developer:	TH – HW Soquel, LLC c/o Trumark Homes 450 Newport Center Drive, #300 Newport Beach, CA 92660 Attn: Eric A. Nelson
With a copy to:	Gregory P. Powers, Esq. Jackson Tidus 2030 Main Street, 12 th Floor Irvine, CA 92614 (949) 851-7607

Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

19. **Exhibits.** The following documents referred to in this Agreement are attached hereto and incorporated herein as if fully set forth and are identified as follows:

Exhibit "A" Property Description

Exhibit "B" Project Site Plan

Exhibit "C" Assignment and Assumption Agreement

Exhibit "D" Development Impact Fee Schedule

20. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

21. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

23. **Relationship of the Parties.** Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any other Party in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

24. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.

25. **Recordation of Agreement and Amendments.** This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of San Bernardino by the City Clerk of City.

26. **Cooperation Between City and Developer.** City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to

carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and Development of the Property in accordance with the terms of this Agreement.

27. **No Joint and Several Liability.** No breach hereof by an individual Party shall constitute a breach by a non-breaching Party. Any remedy, obligation, or liability, including but not limited to the obligation to defend and indemnify the City, arising by reason of such breach shall be applicable solely to the party that committed the breach.

28. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement shall control.

29. **Joint Preparation.** This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

30. **Governing Law and Venue.** This Agreement is made and entered into in the County of San Bernardino, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of San Bernardino.

31. **Attorneys' Fees.** In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

32. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

33. **Weekend/Holiday Dates.** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of California, the date for such determination or action shall be extended to the first business day immediately thereafter.

34. **Conflict of Interest; Undue Influence.** No member, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof during his or her tenure with the City or for period of one (1) year thereafter. The Developer affirms that there exists no actual or potential financial interest between the Developer's receipt of any assistance in connection with this Agreement and any member, official or employee of the City.

35. **The Developer's Covenants, Representations and Warranties.** The Developer covenants, represents and warrants to the City as follows:

35.1 **Organization and Standing of the Developer.** The Developer is a California limited liability company, duly formed, validly existing and in good standing under the laws of the State of California, with full right, power and authority to develop the Project, and to enter into and otherwise perform and comply with the terms of this Agreement.

35.2 **Licenses.** The Developer shall obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to construct, own and operate the Project.

35.3 **Authorization and Consents.** The execution, delivery and performance of this Agreement is consistent with the Developer's organizational documents and has been duly authorized by all necessary action of the Developer's managers, members and/or employees, as applicable. All consents, approvals and authorizations of all applicable governmental authorities, other than the City, and all consents or approvals of the Developer's managers, members and/or employees, as applicable, required in connection with the execution and delivery by the Developer of this Agreement shall have been obtained and delivered to the City on or before the effective date of this Agreement.

35.4 **Due and Valid Execution.** This Agreement and all other instruments to be executed in connection herewith, shall, as of the date of their execution, have been duly authorized, executed, and delivered by the Developer.

35.5 **Adverse Conditions, Etc.** To the best of the Developer's knowledge, there is no adverse condition or circumstance, pending or threatened litigation, governmental action or other condition which could prevent or materially impair the Developer's ability to develop the Site as contemplated by the terms of this Agreement.

35.6 **Representations and Warranties Default.** Each of the foregoing representations and warranties is material to the City. If any of the foregoing representations and warranties shall prove to have been untrue, inaccurate or misleading in any material respect as of the time when made (or deemed made) by the Developer, then *ipso facto* (and without the need for any notice by the City to the Developer and without the Developer's having the opportunity to cure the same) such untrue, inaccurate or misleading representation or warranty conclusively shall constitute a Default by the Developer under this Agreement.

IN WITNESS WHEREOF, Developer and City of Chino Hills have executed this Development Agreement on the date first above written.

CITY:

CITY OF CHINO HILLS, a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST

_____, City Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

DEVELOPER:

TH - HW, SOQUEL, LLC, a California limited liability company

By: _____
Name: E. A. Nelson
Title: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Francisco)

On February 17, 2016 before me, Marie Louise Maniscalco, Notary Public,

Date

Here Insert Name and Title of the Officer

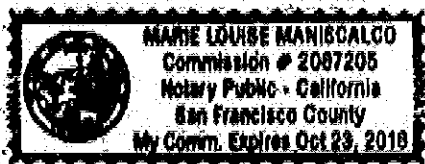
personally appeared Gregg A. Nelson

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

State of California)
County of _____)

On _____, before me, _____
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California)
County of _____)

On _____, before me, _____
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

Real property in the City of Chino Hills, County of San Bernardino, State of California, described as follows:

ALL THAT PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF AND ACCORDING TO CONDITIONAL CERTIFICATE OF COMPLIANCE NO. 2006 COC 02 RECORDED ON AUGUST 21, 2006 AS INSTRUMENT NO. 2006-568024 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE POMONA RINCON COUNTY ROAD; WHICH SAID POINT BEARS SOUTH 72° 26' WEST 30 FEET AND NORTH 17° 34' WEST 29 FEET FROM STATION NO. 4 AS SHOWN ON MAP "D" BEING A MAP OF AN EXTENSION OF THE SUBDIVISION OF THE RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGES 47 AND 48, RECORDS OF SAID COUNTY, THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 17° 34' WEST 735.79 FEET TO A POINT WHICH BEARS SOUTH 61° 51' WEST 30.52 FEET FROM STATION NO. 5, AS SHOWN ON MAP "D" OF AN EXTENSION OF THE SUBDIVISION OF THE RANCHO SANTA ANA DEL CHINO; THENCE SOUTH 68° 20' WEST 213.67 FEET; THENCE NORTH 23° 57' 40" WEST 157.74 FEET; THENCE SOUTH 80° 09' 20" WEST 1261.28 FEET; THENCE SOUTH 46° 37' EAST 623.87 FEET; THENCE SOUTH 71° 47' 20" EAST 324.20 FEET; THENCE SOUTH 85° 44' 10" EAST 838.59 FEET; THENCE NORTH 72° 26' EAST 136.12 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE MOST NORTHWESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN FINAL ORDER OF CONDEMNATION, CASE NO. OCV 39053, OUT OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO, RECORDED FEBRUARY 24, 1988, INSTRUMENT NO. 88-055824, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM 3/4 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (BUT NOT INCLUDING OTHER MINERALS, SOIL OR CLAY OR THE RIGHT TO ENTER ON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND EXTRACTING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES) IN AND UNDER A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM FRANK F. PELLISSIER AND SONS, INC. TO FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., DATED FEBRUARY 1, 1943 AND RECORDED FEBRUARY 27, 1943, IN BOOK 1562, PAGE 450, OFFICIAL RECORDS AND DEED FROM FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., AND STAFFORD HANNON, HER HUSBAND TO CORNELIUS IEST AND TINA IEST, HUSBAND AND WIFE AS JOINT TENANTS, DATED FEBRUARY 17, 1943, AND RECORDED FEBRUARY 27, 1943, IN BOOK 1581, PAGE 65 OFFICIAL RECORDS AS SUCH RIGHTS ARE AMENDED AND MODIFIED BY THAT CERTAIN AGREEMENT AND CONVEYANCE RE RESERVATIONS DATED AS OF SEPTEMBER 10, 1957 AND RECORDED DECEMBER 23, 1957, IN BOOK 4397, PAGE 97 OFFICIAL RECORDS.

APN: 1028-351-18-0-000

LEGAL DESCRIPTION

Real property in the City of Chino Hills, County of San Bernardino, State of California, described as follows:

PARCEL 1: (APN: 1028-351-49)

THAT CERTAIN PARCEL OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 95-COC001G1 RECORDED JANUARY 21, 1997 AS INSTRUMENT NO. 19970020646 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF A RECORD OF SURVEY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 31, PAGE 16 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND ALSO BEING A PORTION OF THAT CERTAIN 13.2581 ACRE SITE AND THAT CERTAIN 59.7322 ACRE SITE, BOTH DESCRIBED IN INSTRUMENT NO. 86-139130, RECORDED ON OCTOBER 9, 1965, OF THE OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "S. 70°59'16" W., 239.37 FT." ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 1, THE FOLLOWING THREE (3) COURSES:

1) NORTH 40°20'31" EAST, 171.66 FEET;

2) NORTH 69°08'37" EAST, 305.85 FEET;

AND 3) NORTH 80°55'37" EAST, 169.45 FEET TO THE SOUTHERLY LINE OF PARCEL 9466-2 -S SHOWN ON CALTRANS DISTRICT 08 RIGHT-OF-WAY MAPS NO. 43203 FOR STATE ROUTE 71 AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 47.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS SOUTH 34°08'19" WEST;

THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1) EASTERLY, 48.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°33'02" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 25°24'43" EAST;

AND 2) NORTH 62°21'57" EAST, 60.43 FEET TO THE SOUTHWESTERLY LINE OF A SIXTY (60) FOOT WIDE STRIP KNOWN AS POMONA-RINCON ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID SOUTHWESTERLY LINE, SOUTH 38°33'43" EAST, 33.86 FEET TO THE WESTERLY LINE OF PARCEL 9466-1 AS SHOWN ON CALTRANS DISTRICT 08 RIGHT-OF-WAY MAPS NO. 453203 FOR STATE ROUTE 71;

THENCE, ALONG SAID WESTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 25°36'04" EAST, 81.77 FEET;

AND 2) SOUTH 16°36'05" WEST, 207.83 FEET TO THE SOUTHEASTERLY LINE OF A ONE HUNDRED AND FIFTY (150) FOOT WIDE EASEMENT CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY LTD., A CORPORATION, BY A DEED RECORDED ON JUNE 24, 1939 IN BOOK 1334, PAGE 345 OF SAID OFFICIAL RECORDS AND BEING SHOWN ON THE MAP FILED IN BOOK 84, PAGE 44 OF SAID RECORDS OF SURVEY;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 31°49'11" WEST, 151.08 FEET TO THE NORTHEASTERLY LINE OF A VARIABLE WIDE STRIP CONVEYED TO THE SAN BERNARDINO FLOOD CONTROL DISTRICT BY INSTRUMENT NO. 86-150176 RECORDED ON JUNE 9, 1986 IN SAID OFFICIAL RECORDS, AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 631.50 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS NORTH 26°42'31" EAST;

THENCE, ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1) WESTERLY, 304.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°37'30";

AND 2) SOUTH 89°05'01" WEST, 298.30 FEET TO THE LINE DESCRIBED AS "NORTH 01°32'04" WEST" IN SAID INSTRUMENT NO. 86-150176 AND BEING NORTH 00°54'59" WEST FOR THE PURPOSES OF THIS DESCRIPTION;

THENCE, ALONG SAID LINE, NORTH 00°54'59" WEST, 70.33 FEET TO THE AFORESAID NORTHEASTERLY LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 70°59'16" EAST, 12.24 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF INCLUDED WITHIN PARCEL 9466-1 AND 9466-2, DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED APRIL 19, 2001 AS INSTRUMENT NO. 20010145126 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (BUT NOT INCLUDING OTHER MINERALS, SOIL OR CLAY OR THE RIGHT TO ENTER ON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND EXTRACTING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES) IN AND UNDER A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM FRANK F. PELLISSIER AND SONS, INC. TO FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., DATED FEBRUARY 1, 1943 AND RECORDED FEBRUARY 27, 1943, IN BOOK 1562, PAGE 450, OFFICIAL RECORDS AND DEED FROM FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., AND STAFFORD HANNON, HER HUSBAND TO CORNELIUS IEST AND TINA IEST, HUSBAND AND WIFE AS JOINT TENANTS, DATED FEBRUARY 17, 1943, AND RECORDED FEBRUARY 27, 1943, IN BOOK 1581, PAGE 65, OFFICIAL RECORDS AS SUCH RIGHTS ARE AMENDED AND MODIFIED BY THAT CERTAIN AGREEMENT AND CONVEYANCE RE RESERVATIONS DATED AS OF SEPTEMBER 10, 1957 AND RECORDED DECEMBER 23, 1957, IN BOOK 4397, PAGE 97, OFFICIAL RECORDS.

PARCEL 2: (APN: 1028-351-30)

LOT 224 OF TRACT NO. 15769, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 270, PAGES 56 THROUGH 62, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

EXCEPTING ANY PORTION THEREOF INCLUDED WITHIN PARCEL 9469-1, DESCRIBED IN FINAL

ORDER OF CONDEMNATION RECORDED APRIL 19, 2001 AS INSTRUMENT NO. 20010145126 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (BUT NOT INCLUDING OTHER MINERALS, SOIL OR CLAY OR THE RIGHT TO ENTER ON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND EXTRACTING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES) IN AND UNDER A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM FRANK F. PELLISSIER AND SONS, INC. TO FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., DATED FEBRUARY 1, 1943 AND RECORDED FEBRUARY 27, 1943, IN BOOK 1562, PAGE 450, OFFICIAL RECORDS AND DEED FROM FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., AND STAFFORD HANNON, HER HUSBAND TO CORNELIUS IEST AND TINA IEST, HUSBAND AND WIFE AS JOINT TENANTS, DATED FEBRUARY 17, 1943, AND RECORDED FEBRUARY 27, 1943, IN BOOK 1581, PAGE 65, OFFICIAL RECORDS AS SUCH RIGHTS ARE AMENDED AND MODIFIED BY THAT CERTAIN AGREEMENT AND CONVEYANCE RESERVATIONS DATED AS OF SEPTEMBER 10, 1957 AND RECORDED DECEMBER 23, 1957, IN BOOK 4397, PAGE 97, OFFICIAL RECORDS.

PARCEL 2A:

A RIGHT OF WAY AND EASEMENT FOR ROAD PURPOSES AND FOR INGRESS AND EGRESS TO GRANTORS' CONTIGUOUS PROPERTY, COMMONLY KNOWN AS LOT 224 OF TENTATIVE TRACT MAP 15769 ON AND OVER THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 50.00 FEET WIDE LYING WITHIN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 31, PAGE 16 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "SOUTH 80°09'20" WEST, 1235.68 FEET" ON SAID RECORD OF SURVEY;

THENCE NORTH 58°10'49" WEST, 0.92 FEET TO THE SOUTHEASTERLY LINE OF PARCEL A HEREIN PREVIOUSLY DESCRIBED; THENCE NORTH 31°49'11" EAST, 170.96 FEET TO A POINT HEREIN REFERRED TO AS POINT "A," SAID POINT BEING THE TRUE POINT OF BEGINNING OF SAID 50.00 FOOT STRIP;

THENCE, LEAVING SAID SOUTHEASTERLY LINE OF PARCEL A, NORTH 58°10'49" WEST, 100.00 FEET TO A POINT HEREIN REFERRED TO AS POINT "B."

THENCE, CONTINUING NORTH 58°10'49" WEST, 25.00 FEET;

THENCE, SOUTH 21°49'11" WEST, 44.00 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°43'55", AN ARC LENGTH OF 100.04 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 52°26'54" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°43'55", AN ARC LENGTH OF 100.04 FEET; THENCE SOUTH 31°49'11" WEST, 160.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°40'46", AN ARC LENGTH OF 122.51 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1500.00 FEET, A RADIAL LINE THROUGH SAID POINT

BEARS SOUTH 62°51'35" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°40'46", AN ARC LENGTH OF 122.51 FEET; THENCE SOUTH 31°49'11" WEST, 169.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'22", AN ARC LENGTH OF 143.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 400.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 24°06'27" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°26'33", AN ARC LENGTH OF 142.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2817.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 44°33'00" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°05'13", AN ARC LENGTH OF 200.94 FEET; THENCE SOUTH 48°38'13" WEST, 135.00 FEET TO THE NORTHEASTERLY LINE OF A VARIABLE WIDTH STRIP FOR ROAD PURPOSES CONVEYED TO THE COUNTY OF SAN BERNARDINO BY INSTRUMENT NO. 86-372314, PARCEL 4-B, RECORDED ON DECEMBER 9, 1986 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE TERMINUS OF SAID 50.00 FOOT STRIP.

THE SIDE LINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO MEET SAID SOUTHEASTERLY LINE OF PARCEL A, AND SAID NORTHEASTERLY LINE OF SAID VARIABLE WIDTH STRIP FOR ROAD PURPOSES.

PARCEL 3: (APN: 1028-351-31 AND 1028-351-41)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE 2005-LLA100, RECORDED DECEMBER 23, 2005 AS INSTRUMENT NO. 2005-0971500 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL LOT 225 OF TRACT NO. 15769, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 270, PAGES 56 TO 62, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 31, PAGE 16 OF RECORDS OF SURVEY, IN SAID CITY, COUNTY, AND STATE, SAID PORTION BEING DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 95-COC001A1 RECORDED JANUARY 19, 1996 AS DOCUMENT NO. 19960018653 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, LYING NORTHEASTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF SOQUEL CANYON PARKWAY, 120 FEET WIDE, DESCRIBED IN PARCEL 4-A IN GRANT DEED TO THE COUNTY OF SAN BERNARDINO RECORDED DECEMBER 9, 1986 AS INSTRUMENT NO. 86-372314 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, SAID POINT BEING THE MOST EASTERLY CORNER OF PARCEL 1 OF GRANT DEED TO THE CITY OF CHINO HILLS RECORDED MAY 16, 1996 AS DOCUMENT NO. 19960173526 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 33°54'18" EAST, A DISTANCE OF 440.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58°47'58" WEST, A DISTANCE OF 47.27 FEET; THENCE NORTH 62°45'01" WEST, A DISTANCE OF 37.19 FEET; THENCE NORTH 58°47'22" WEST, A DISTANCE OF 235.60 FEET; THENCE NORTH 31°12'56" EAST, A DISTANCE OF 34.95 FEET; THENCE NORTH 58°35'04" WEST, A DISTANCE OF 92.10 FEET; THENCE SOUTH 31°10'44" WEST, A DISTANCE OF 227.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°49'51" AN ARC DISTANCE OF 34.45 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1706.00 FEET, A RADIAL

LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 3°59'25" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°55'25" AN ARC DISTANCE OF 57.28 FEET; THENCE NORTH 160°53'7" WEST, A DISTANCE OF 18.47 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 189.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 11°44'16" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°37'55" AN ARC DISTANCE OF 120.84 FEET; THENCE SOUTH 44°06'26" EAST, A DISTANCE OF 16.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 3.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°56'55" AN ARC DISTANCE OF 4.29 FEET; THENCE SOUTH 37°50'29" WEST, A DISTANCE OF 44.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°56'48" AN ARC DISTANCE OF 20.92 FEET TO THE NORTHEASTERLY LINE OF LOS SERRANOS COUNTRY CLUB DRIVE DESCRIBED IN PARCEL 4-B IN SAID GRANT DEED TO THE COUNTY OF SAN BERNARDINO.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (BUT NOT INCLUDING OTHER MINERALS, SOIL OR CLAY OR THE RIGHT TO ENTER ON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND EXTRACTING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES) IN AND UNDER A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM FRANK F. PELLISSIER AND SONS, INC. TO FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., DATED FEBRUARY 1, 1943 AND RECORDED FEBRUARY 27, 1943, IN BOOK 1562, PAGE 450, OFFICIAL RECORDS AND DEED FROM FLUVIA HANNON, DOING BUSINESS AS COAST HAY CO., AND STAFFORD HANNON, HER HUSBAND TO CORNELIUS IEST AND TINA IEST, HUSBAND AND WIFE AS JOINT TENANTS, DATED FEBRUARY 17, 1943, AND RECORDED FEBRUARY 27, 1943, IN BOOK 1581, PAGE 65, OFFICIAL RECORDS AS SUCH RIGHTS ARE AMENDED AND MODIFIED BY THAT CERTAIN AGREEMENT AND CONVEYANCE RE RESERVATIONS DATED AS OF SEPTEMBER 10, 1957 AND RECORDED DECEMBER 23, 1957, IN BOOK 4397, PAGE 97, OFFICIAL RECORDS.

PARCEL 3A:

NON-EXCLUSIVE, PERPETUAL, RECIPROCAL INGRESS AND EGRESS, CIRCULATION, PARKING AND DRAINAGE EASEMENTS AS SET FORTH IN THE DECLARATION AND RESERVATION OF RECIPROCAL INGRESS, EGRESS, PARKING, DRIVEWAY AND DRAINAGE EASEMENTS RECORDED JANUARY 5, 2006 AS INSTRUMENT NO. 2006-0007744 OF OFFICIAL RECORDS.

EXHIBIT B
PROJECT SITE PLAN

EXHIBIT C
ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C

Recording Requested By and
When Recorded Mail To:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into by and between TH – HW SOQUEL, LLC, a California limited liability company ("Assignor"), and _____ ("Assignee").

RECITALS

A. The City of Chino Hills ("City") and Assignor entered into that certain Development Agreement No. A2016-040 - dated as of _____, 2016 (the "Development Agreement"), with respect to the real property located in the City of Chino Hills, State of California more particularly described in Exhibit "A" attached hereto (the "Project Site"), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site (collectively, the "Project Approvals").

C. Assignor intends to sell, and Assignee intends to purchase, that portion of the Project Site more particularly described in Exhibit "B" attached hereto (the "Transferred Property").

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

E. Notice to City of such assignment is hereby given by Assignor.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including without limitation those obligations specifically allocated to the Transferred Property as set forth on Exhibit "C" attached hereto.

4. Remainder of Project. Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in Sections 1 and 2 above.

5. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of San Bernardino County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

6. Release of Assignor. Pursuant to Sections 3.2 and 3.3 of the Development Agreement, Assignor is hereby released as of the Effective Date from any and all liabilities or obligations under the Development Agreement relating to the Transferred Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

Date:

“ASSIGNOR”

TH – HW SOQUEL, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

Date:

“ASSIGNEE”

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF RECEIPT

The undersigned hereby acknowledges receipt of the above Assignment and Assumption Agreement.

CITY:

CITY OF CHINO HILLS, a municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

ATTEST

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

[Signature Page to Assignment and Assumption Agreement]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO)

On _____, 20____, before me, _____,

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT D

DEVELOPMENT IMPACT FEE SCHEDULE

Fee Category	Land Use	Unit	Amount of Fee
Traffic Facilities	Single-Family	Dwelling Unit	\$ 226
	Multi-Family	Dwelling Unit	226
Storm Drain Facilities	Single-Family	Dwelling Unit	1,248
	Multi-Family	Dwelling Unit	1,248
	Commercial	1,000 SF	861
	Business Park	1,000 SF	648
	Private Institutional	1,000 SF	861
	Public Institutional	1,000 SF	861
	Commercial Recreation		TBD
General City Facilities	Single-Family	Dwelling Unit	1,791
	Multi-Family	Dwelling Unit	1,791
	Private Institutional	1,000 SF	698
	Commercial Recreation		TBD
Existing Infrastructure	Single-Family	Dwelling Unit	11,450
	Multi-Family	Dwelling Unit	11,450
	Commercial	1,000 SF	2,290
	Private Institutional	1,000 SF	2,290
	Business Park	1,000 SF	2,290
	Public Institutional	1,000 SF	2,290
Housing-In-Lieu Fee		Single Family Dwelling Unit	\$1 per square foot of livable area not to exceed \$3,500
		Multi Family Dwelling Unit	\$1 per square foot of livable area not to exceed \$1,000
Parks and Recreation Facilities	Single-Family	Dwelling Unit	2,422
	Multi-Family	Dwelling Unit	2,422
Quimby In-Lieu	Single-Family	Dwelling Unit	867
	Multi-Family	Dwelling Unit	867

Sewer ¹	Single-Family	Dwelling Unit	457
	Multi-Family	Dwelling Unit	457
	Non-Residential	Dwelling Unit Equivalents (Table 2, Section 3.40.110)	TBD
Water Facilities ²	Single-Family	Dwelling Unit	6,348
	Multi-Family	Dwelling Unit	4,443
	Non-residential	Per 1" meter	6,348
	Non-residential	Per 1 ½" meter	9,522
	Non-residential	Per 2" meter	20,312
	Non-residential	Per 3" meter	44,434
	Non-residential	Per 4" meter	76,172
	Non-residential	Per 6" meter	158,692
	Non-residential	Per 8" meter	228,516
	Non-residential	Per 10" meter	368,165
	Non-residential	Per 12" meter	507,814

¹ Not imposed if septic system is used

² Imposed at time of connection, 1" meter is the standard. No additional charge for upsizing due to fire sprinkler installation.

1.	Recitals.....	2
2.	Property Subject to this Agreement	4
3.	Binding Effect.....	4
4.	Development of the Property	5
5.	Applicable Rules and Entitlement to Develop.....	6
6.	Developer Agreements.....	8
7.	Modification/Suspension	10
8.	Demonstration of Good Faith Compliance.....	10
9.	Excusable Delays	12
10.	Default Provisions.....	12
11.	Mortgagee Protection.....	13
12.	Estoppel Certificate.....	14
13.	Administration of Agreement	15
14.	Amendment or Termination by Mutual Consent	15
15.	Indemnification/Defense.....	16
16.	Time of Essence.....	16
17.	Effective Date	16
18.	Notices	16
19.	Exhibits	17
20.	Entire Agreement	17
21.	Waiver.....	17
22.	Severability	17
23.	Relationship of the Parties	17
24.	No Third Party Beneficiaries	17
25.	Recordation of Agreement and Amendments.....	17

26.	Cooperation Between City and Developer	17
27.	No Joint and Several Liability	18
28.	Rules of Construction	18
29.	Joint Separation.....	18
30.	Governing Law and Venue	18
31.	Attorneys' Fees.....	18
32.	Counterparts	18
33.	Weekend/Holiday Dates	18
34.	Conflict of Interest; Undue Influence	18
35.	Representations and Warranties.....	18

COUNCIL AGENDA STAFF REPORT



Meeting Date: February 23, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A07

February 16, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MIDYEAR BUDGET PROGRAM REVIEW

RECOMMENDATION:

1. Receive, review, and file the quarterly budget review.
2. Approve the appropriation budget amendments described in the Background/Analysis and Fiscal Impact sections of this report.
3. Approve the recommended changes to the Capital Improvement Program.

BACKGROUND/ANALYSIS:

As part of the annual budget process, a quarterly review is performed to provide a status of the current financials. Staff continues to review and monitor the status of all revenues and expenditures and recommends the following adjustments:

Revenue Amendments

General Fund

Vehicle-in-lieu Fee for Property Tax Swap (VLF Swap)

It is recommended that the VLF Swap revenue be increased in the amount of \$116,700 as a result of an increase in anticipated revenue based on updated information provided by the San Bernardino County Auditor-Controller's Office. The original budget amount of \$7,086,900 will now reflect the revised budget revenue of \$7,203,600.

Sales Tax Triple Flip

It is recommended that the sales tax triple flip revenue be decreased in the amount of \$1,343,500 as a result of updated information provided by the San Bernardino County Auditor-Controller's Office. The original budget amount of \$1,954,200 will now reflect the revised budget revenue of \$610,700.

As a result of the triple flip, the 1% sales tax that the City receives was reduced to 75% on July 1, 2004, and a new 25% rate (triple flip) was established to create a dedicated revenue stream to repay the state's Economic Recovery Bonds. The bonds were paid off in late July 2015. As a result of the bond payoff, the triple flip revenue stream will revert back to the City beginning January 1, 2016, as sales taxes. Remittances from the state lag about three months, therefore, the City will begin to see the fully restored sales tax funds in March 2016.

During each year of the triple flip, the City received an estimated amount representing the 25% of sales taxes, then in the subsequent year an adjustment to true-up the amount to the actual 25% of sales taxes. The City will be expecting the final triple flip payment representing the true-up to actual in August 2016.

Sales Tax

It is recommended that the sales tax revenue be increased in the amount of \$1,149,100. The original sales tax budget estimated the 75% of sales tax when it should have been accounted for in the final quarter of the fiscal year at 100% of sales taxes. The original budget amount of \$5,862,600, plus the adjustment to the triple flip of \$1,343,500, less an adjustment for lagging sales of \$194,400 brings the revised budget revenue for sales tax to \$7,011,700.

Community Development Fund

Building Permits

It is recommended that building permit revenues be decreased by \$185,000 to \$3,541,000. As of December 31, 2015, a total of \$1,095,381 was received or 29% of the budget of \$3,726,000. The original projections for FY 2015/16 called for 1,004 residential units, and to date, 64 units have been permitted.

Existing Infrastructure Fee (EIF) Fund

It is recommended that the estimated revenues in the EIF be increased in recognition of receipt of payment of \$479,900 in satisfaction of an assessment deferral agreement. As discussed below, these funds will be used to pay down developer debt.

Gas Tax Fund

State Gas Taxes

As of December 31, 2015, a total of \$858,915 was received or 40% of the estimated revenue budget of \$2,122,900 for all gas tax revenues. A change known as the "fuel tax swap of 2010" created \$2103 funding to replace former Proposition 42 funding. The fuel tax swap created certain revenue effects related

to the timing and receipt of revenues resulting in a true-up of revenues in the following fiscal year. The falling of gasoline consumption as well as "true-ups" under the fuel tax swap has resulted in significant downturns in revenue for FY 2015/16. As of December 31, 2015, a total of \$233,187 in §2103 was received or 28% of the estimated revenue of \$820,300. It is recommended that the state gas tax revenues for the §2103 funds be decreased \$458,400 which will bring the budget for §2013 revenues to \$361,900.

Expenditure Amendments

Prepayment of 2007 Certificates of Participation (COP) \$14,175,000 & Issuance of the Community Facilities Districts (CFD) Bonds (Series C) \$11,195,000

On September 8, 2015, the City Council approved the prepayment of the 2007 Certificates of Participation and the issuance of the Community Facilities Districts bonds. In October and November of 2015, the transactions related to the issuance and prepayment were completed. It is recommended to increase related appropriations and estimated revenues in order to record the effects of these transactions to the City's general ledger. There is no net effect to the General Fund Unreserved Fund balance as the principal and interest payments are directly offset by contributions from the Community Facilities Districts and the 2007 COP reserve requirement which has been held in the General Fund special project reserves.

Existing Infrastructure Fee (EIF) Fund

It is recommended that the City Council approve an appropriation amendment in the amount of \$479,900 for principal payments associated with the payment of an EIF long-term debt. The City received \$479,897 in satisfaction of an assessment deferral agreement as discussed above. These funds will be used to pay down developer debt in the current fiscal year. This adjustment will have no net impact to the EIF fund reserves as it will be offset by the receipt of revenues.

Capital Improvement Program

The City currently has 48 projects designated in the Capital Improvement Program. As of December 31, 2015, there are 5 projects completed, 32 projects either in the design process or under construction, and 11 projects which have not had any activity. The completed projects are as follows:

ADA Compliance Program – FY 2015/16
Butterfield Ranch Road Rehabilitation
Rehab Community Park Center Planter
Street Improvements Program – FY 2014/15
Street Improvements Program – FY 2015/16

REVIEW BY OTHERS:

This agenda item has been reviewed by the City Engineer and the Community Development Director.

FISCAL IMPACT:

The recommended modifications to the budget will decrease the General Fund Unreserved balance in the amount of \$77,700. The following table indicates the financial impact to its respective fund reserves as a result of the recommended modifications:

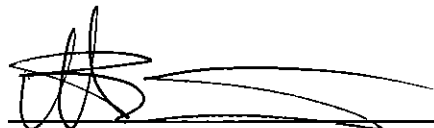
	<u>Net Increase/ (Decrease)</u>
General Fund – Unreserved	\$ (77,700)
General Fund – 2007 COP Reserves	(1,277,400)
Community Development Fund	(185,000)
Gas Tax 7360 Fund	(458,400)
Community Facilities District 5 – New Bond Reserve requirement	<u>496,200</u>
TOTAL	<u>\$(1,502,300)</u>

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 does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and 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)).

Respectfully submitted:

Recommended by:


Konradt Bartlam, City Manager


Judy R. Lancaster, Finance Director

KB:JRL:PA:EC:dk

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: February 23, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

Item No.: A08

February 16, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AGREEMENT AND BLANKET PURCHASE ORDER FOR GRAINGER INDUSTRIAL SUPPLY

RECOMMENDATION:

Authorize issuance of a Blanket Purchase Order with Grainger Industrial Supply in the amount of \$40,000 for the procurement of various lighting and facility maintenance-related products for FY 2015/16.

BACKGROUND/ANALYSIS:

The Public Works Department is responsible for lighting repair at City facilities as well as other maintenance needs. With the opening of the Community Center in 2014 and increased upkeep at other facilities, the need for supplies from Grainger Industrial Supply has grown beyond the \$25,000 City Manager signing authority.

This vendor offers the best pricing through the Western States Contracting Alliance (WSCA). WSCA is a group that was formed by State Purchasing Directors to establish a means for states, cities, counties, and schools in fifteen western states to join together and participate in a cooperative purchasing program. Through this program, the City receives a significant discount for supplies used for the maintenance of buildings as well as other public infrastructure.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

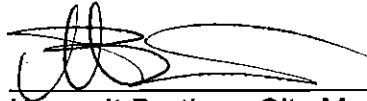
FISCAL IMPACT:

This is not a commitment to spend, rather an authorization to obtain products when necessary. Funding is available in the approved FY 2015/16 budget and will be charged, as appropriate, to the respective Public Works operating budgets.

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 as it simply provides an authorization to purchase supplies and materials for the maintenance of existing facilities. Consequently, the subject activity is statutorily exempt from further CEQA review under California Code of Regulations Title 14, § 15273 and exempt as a Class 1 categorical exemption (Existing Facilities) pursuant to California Code of Regulations Title 14, § 15301.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG/MH

CANDIDATE MATERIALS

CITY SELECTION COMMITTEE

City Selection Committee

The City Selection Committee is established by the California Government Code for the purpose of selecting representatives of the cities within each County to serve on specified bodies. The Committee membership consists of the Mayor of each city within the County. The terms of the Chair and Vice Chair of the City Selection Committee expire in May 2018.

Position	Incumbent	Term Expires
Chair	Paul M. Eaton, Mayor City of Montclair	May 2016
Vice Chair	Deborah Robertson, Mayor City of Rialto	May 2016

City Selection Committee Chair	Declared Candidates
	Paul M. Eaton, Mayor City of Montclair

City Selection Committee Vice Chair	Declared Candidates
	Deborah Robertson, Mayor City of Rialto



MONTCLAIR

February 3, 2016



BUILD THE GOLD LINE TO MONTCLAIR

Laura H. Welch
Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415

RE: CITY SELECTION COMMITTEE ELECTION

Dear Ms. Welch, *hand*

As the current Chair of the City Selection Committee, I would like to formally express my interest in being re-appointed as Chair for the new term set to expire in May 2018.

I was first elected to the Montclair City Council in 1988, and have served as Mayor since 1995. Before serving on the City Council, I served on the Community Action Committee for four years beginning in 1970, and the Planning Commission for fourteen years beginning in 1974. Additional qualifications include involvement in many interagency as well as external organization affiliations, listed below.

Interagency Affiliations: San Bernardino Associated Governments (SANBAG) Board Member; SANBAG Commuter Rail Committee Member; SANBAG Alameda Corridor-East Construction Authority Ex-Officio Member; Southern California Regional Rail Authority (SCRRA/Metrolink) Board Member, also serving as the Chair of the Safety Operational Oversight Committee; Omnitrans Board Member, also serving as a Member on the Administrative/Finance Committee; Inland Empire Utilities Agency, Sewage Policy Committee Member; SANBAG Major Projects Committee Member; SANBAG Plans and Programs Committee Member; SANBAG Administrative Committee Member, Gold Line Joint Powers Authority Member; SANBAG Policy Committee Member.

External Organization Affiliations: Southern California Associated Governments (SCAG) Member; Montclair Kiwanis Honorary Member; SCAG District 9 General Assembly Delegate; and National League of Cities Delegate.

Sincerely,

Paul

Paul M. Eaton
Mayor, City of Montclair

PME:snh

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Carolyn Raft • Council Members: J. John Dutrey, Bill Ruh, Trisha Martinez • City Manager Edward C. Starr

130/213



City of Rialto

CALIFORNIA

February 3, 2016

Clerk of the Board of Supervisors
385 N. Arrowhead Ave., #2
San Bernardino, CA 92415

RE: City Selection Committee Elections

Please accept this correspondence as notification of my interest to continue as Vice Chair of the City Selection Committee. I welcome the opportunity to continue to assist in making key decisions on appointments of representatives to various Boards, Commissions and Agencies, and my full participation as a productive and effective leader during my tenure as Vice Chair can be expected.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, which appears to read "Deborah Robertson", is written over a horizontal line.

Deborah Robertson
Mayor

CANDIDATE MATERIALS

LOCAL AGENCY FORMATION COMMISSION

Local Agency Formation Committee (LAFCO)

LAFCO is responsible for approving municipal and district boundaries which discourage urban sprawl and encourage orderly governmental boundaries based upon local circumstances and conditions. Commission membership consists of two city members selected by the City Selection Committee, two County Supervisors, two representatives of independent special districts, and one public member. The Commission normally meets for a half day on the third Wednesday of each month.

A selection will be made to fill the primary commission member seat held by Rancho Cucamonga Council Member Diane Williams for a term to expire in May 2020. The full city representation on LAFCO is illustrated below for information purposes.

Position	Incumbent	Term Expires
Primary Member	Diane Williams City of Rancho Cucamonga	May 2016
Primary Member	Larry McCallon City of Highland	May 2018
Alternate Member	Acquanetta Warren City of Fontana	May 2018

LAFCO Primary Member	Declared Candidates
	Diane Williams City of Rancho Cucamonga
	Jim Cox City of Victorville

Historically, in selecting city representation on LAFCO, selections that provided for representation from the West Valley, East Valley, and Mountain/Desert regions were preferred. Members of the City Selection Committee should be mindful of this preferred structure.

DIANE WILLIAMS
City Councilmember, City of Rancho Cucamonga
7251 Amethyst Avenue
Rancho Cucamonga, CA 91701
Home: 909-987-1805 Cell: 909-921-9415

LETTER OF THE
CITY OF RANCHO CUCAMONGA
FEB -8 10:47

February 8, 2016

City Selection Committee Members:

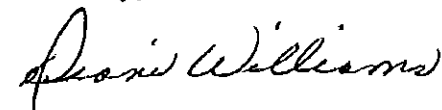
I am applying to be re-appointed as the primary city representative on the San Bernardino County Local Agency Formation Commission (LAFCO). This is in response to my current term ending in May, 2016.

I support the mission of LAFCO, which is primarily to encourage orderly growth and promote logical and orderly service boundaries in the County of San Bernardino. This includes establishing sphere of influence boundaries, studying requests for city annexations, and evaluating proposals for city incorporations. Since the Cortese-Knox-Herzberg Local Government Reorganization Act, LAFCOs are also charged with service reviews of special districts. I have made every effort to be fair in these reviews with support of consolidation whenever a more efficient and productive district is the result.

As a member of the City Council of Rancho Cucamonga I represent city government, however, I keep abreast of regional issues through participation in several regional organizations. I respect the varied perspectives of those affected by the decisions of LAFCO and encourage differing parties to work together towards united solutions which will ultimately be beneficial to them as well as the county as a whole.

As a primary city representative I would continue to be accessible to any and all with regard to LAFCO applications. Please feel free to contact me if you have any questions. I welcome the opportunity to continue to serve in this capacity and I solicit your support.

Sincerely,



Diane Williams

**City Selection Committee
February 8, 2016
Attachment – Statement of Qualifications**

2016 FEB -3 AM 10:47

11/16/16
6:11P

DIANE WILLIAMS
City Councilmember, City of Rancho Cucamonga
7251 Amethyst Avenue
Rancho Cucamonga, CA 91701
Home: 909-987-1805 Cell: 909-921-9415

Elected to the Rancho Cucamonga City Council in 1990, Diane has been re-elected to six consecutive terms with her current term ending in 2018. She served as Mayor Pro Tem for ten years. A native Californian, Diane attended Chaffey High School and Chaffey Community College. Diane and Paul have lived in Rancho Cucamonga forty-four years; they have two adult children.

As an active participant of the Inland Empire Division of the California League of Cities, Diane served two terms as chairman and a term on the League's California Board of Directors.

Diane serves on the Energy and Environment Committee of the Southern California Association of Governments (SCAG). Previously serving on the board of Sanbag for four years she was on the following committees: Major Projects, Plans and Programs, Commuter Rail, and was an alternate member of the SCRRRA Board of Directors (Metrolink).

Involved in the community, Diane is an active member of the Rotary Club of Rancho Cucamonga, Friends of the Pacific Electric Trail, Route 210 JPA, CONFIRE JPA, Women on the Move, and the Sam and Alfreda Maloof Foundation. Previously she served in varying capacities with the Fontana-Rancho Cucamonga YMCA, Boys and Girls Club, Gangs and Drug Task Force, and the PAL (Performing Arts & Literacy) campaign.

Diane has served on the San Bernardino County Local Agency Formation Commission (LAFCO) since 1992; serving two terms as chair. Her current term ends in May, 2016 and she is seeking re-appointment as the primary city representative to a term to expire May 2020.



Mayor Pro Tem Jim Cox

Jim Cox was named Victorville's City Manager in December of 1969 and held that position until retiring in 2000. During his tenure as City Manager, he was named to the Board of Directors for the State of California Redevelopment Association, as well as a number of local and statewide offices. He received an appointment from former Governor George Deukmejian to the Mojave County Formation Review Commission.

Community service has always been a hallmark of his leadership. Cox was elected to the Victor Valley Water District Board of Directors in 2003 and held that position until 2007. Cox has also served on Victor Valley Hospital Board of Directors, Mojave Desert Resource Conservation District, and a number of local clubs and organizations including the Victor Valley Am-Vets Post 7007.

In January 2009, Cox was recruited by the then-Victorville City Council to serve as City Manager and served in that position until June of 2011. In November 2012 Cox was elected to the Victorville City Council. He served a two-year term as Mayor until his appointment as Mayor Pro Tem in December 2014.

Jim currently represents the City of Victorville on the following boards, commissions and committees:

Vice Chairman of the Mojave Desert Air Quality Management District Board
Alternate to Mountain/Desert Measure "I" Committee
1st Alternate to VVWRA
Delegate to VVEDA
Delegate to Desert/Mountain Division of League of California Cities

Jim Cox holds a lifetime Teaching Credential in Public Safety and Administration. He is an ex-officio member of the Victorville Chamber of Commerce Board of Directors, and is a member of Rotary International. He received a masters degree in Public Administration from the University of Southern California in 1976.

He has lived in Victorville for 48 years, and has six children and seven grandchildren. He proudly served in the United States Navy as a corpsman and was honorably discharged.

KEY CITY OF THE HIGH DESERT

GLORIA GARCIA
MAYOR

JIM COX
MAYOR PRO TEM



HOME OF THE SAN BERNARDINO COUNTY FAIR

JIM KENNEDY
COUNCILMEMBER

RYAN McEACHRON
COUNCILMEMBER

ERIC NEGRETE
COUNCILMEMBER

February 4, 2016

Clerk of the Board of Supervisors
385 North Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

Re: LAFCO Primary Member

Dear Clerk of the Board:

Please accept this as my letter of interest in being selected to fill the primary LAFCO Commission seat held by Rancho Cucamonga Council Member Diane Williams for a term to expire May 2020. I have also included my biography as a statement of qualifications for consideration by the City Selection Committee.

Should you have any questions or require additional information from me as it relates to this appointment, please contact me at 760-955-5026 or at jcox@victorvilleca.gov.

Sincerely,

Jim Cox
Mayor Pro Tem

/cb

Enclosures

CITY OF VICTORVILLE

14343 CIVIC DRIVE • P.O. BOX 5001 • VICTORVILLE, CALIFORNIA 92393-5001 • (760) 955-5026 • FAX (760) 269-0011

E-mail: vville@victorvilleca.gov

COUNCIL AGENDA STAFF REPORT



Meeting Date: February 23, 2016

Public Hearing: ☒
Discussion Item: ☐
Consent Item: ☐

CITY CLERK USE ONLY

Item No.: C01

February 16, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PRIORITIZATION AND ALLOCATION OF ELIGIBLE PUBLIC SERVICE PROJECTS FOR PROGRAM YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

RECOMMENDATION:

1. Conduct a Public Hearing, review, and provide policy direction regarding allocating a percentage of Community Development Block Grant funds to public service projects; and
2. Choose public service projects in which to allocate Community Development Block Grant funds.

BACKGROUND/ANALYSIS:

The United States Department of Housing and Urban Development (HUD) annually allocates funds to the City of Chino Hills through the Community Development Block Grant (CDBG) program. HUD has not been able to provide the City with its expected allocation for the 2016-2017 program year. Staff estimates that the allocation will remain the same as last year, which is approximately \$320,000. The actual allocation may either increase or decrease based upon the official allocation from HUD.

The City is required to develop and submit to HUD an annual Action Plan, which identifies the City's goals and objectives for utilizing CDBG funds to benefit low and moderate-income families, and further fair housing practices. There are several ways this can be accomplished, and which have been categorized into different eligible activities. Public service is one eligible activity, of which only 15%, or \$48,000, of the grant can be allocated to public service projects. Council has the ability to allocate no funds, a portion of the funds, or the full amount to public service projects. If no funds or only a portion of the funds are allocated to public service projects, then the remaining funds could be programmed into other CDBG projects (i.e. Los Serranos Infrastructure Project or the Home Improvement Grant Program).

As the City enters its fourth year of the 2013-2018 Consolidated Plan, it is important for the City to continuously review and reevaluate these programs. CDBG regulations

SUBJECT: PRIORITIZATION AND ALLOCATION OF ELIGIBLE PUBLIC
SERVICE PROJECTS FOR PROGRAM YEAR 2016-2017
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

encourage cities to utilize CDBG funds for public services provided that the service is a new service or that there is a quantifiable increase in the level of an existing service that has been provided by the City in the 12 months preceding the Annual Action Plan.

In November, staff sent 39 project proposal applications to various organizations throughout the area; placed advertisements in the Chino Hills Champion Newspaper; and, held an application workshop on November 18, 2015. A total of five proposals were received totaling \$50,000. Attachment A summarizes the public service project proposals received, a description of each project, and the amount of funding requested. There is a \$5,000 minimum funding level for public service projects, based on HUD's recommendation.

This year a review committee was formed to review the proposals received. The review committee consisted of three staff members with grant experience from different departments: Community Services, Community Development, and Engineering. Attached are the completed applications, evaluations, and rating criteria for your review and consideration.

For program year 2015-2016, Council allocated 15% (\$48,100) for public service programs. The City allocated funds to the San Bernardino County Library Literacy Program (\$10,000), House of Ruth (\$5,000), West End YMCA (\$10,100), Legal Aid Society of San Bernardino (\$5,000), Family Service Association (\$8,000) and Pomona Valley Habitat for Humanity (\$10,000).

Current Programs

The James S. Thalman Chino Hills Branch Library has reported 21 residents taking advantage of the Literacy program, through assessment or student/tutor matches, mature driver education classes, senior computing classes, adult basic computing classes or grammar courses during the first half of the fiscal year. Their goal is to assist 36 residents. For program year 2014-2015, the James S. Thalman Chino Hills Branch Library was awarded \$10,000. They expended the entire amount and served 67 residents, which exceeded their goal of 36.

House of Ruth has provided counseling services to 14 residents and provided information on Media Literacy, Dating Violence, and Gender to 144 teens in Chino Hills during the first quarter of the fiscal year. Their goal is to serve 50 residents through their 24-hour emergency hotline, and Walk-in Centers and shelters. For program year 2014-2015, House of Ruth was awarded \$5,000. They expended the entire amount and assisted 24 victims of domestic violence, which was short of their goal of 50. In addition to assisting residents, they held various presentations with a total of 966 participants.

The West End YMCA has provided childcare subsidies to 11 families during the first half the fiscal year. They have exceeded their goal of assisting 10 families. For program year 2014-2015, the West End YMCA was awarded \$7,500. They expended entire amount and assisted 10 youths, which was their goal.

SUBJECT: PRIORITIZATION AND ALLOCATION OF ELIGIBLE PUBLIC
SERVICE PROJECTS FOR PROGRAM YEAR 2016-2017
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Legal Aid Society of San Bernardino has assisted 36 residents during the first half of the fiscal year. Their goal is to assist 45 residents by the end of the fiscal year. They will be holding their second open clinic in Chino Hills this program year on March 22 and a third one on June 16. For program year 2014-2015, Legal Aid Society was awarded \$7,500. They expended the entire amount and assisted 63 residents, which was short of their goal of 150.

Family Service Association (FSA) has assisted 93 residents during the first half of the fiscal year. Their goal is to assist 161 residents. For program year 2014-2015, FSA was awarded \$8,000. They expended the entire amount and assisted 103 seniors, which fell short of their goal of 114.

The Pomona Valley Habitat for Humanity handed out flyers promoting their A Brush with Kindness Program in the Los Serranos neighborhood in December. Therefore, they have zero grant awardees for the first half of the year. The program goal is to assist 8 residents. They did not submit a proposal for funding for the 2016-2017 program year.

New Proposals

Staff did not receive proposals for new programs for the FY2016-2017 program year.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

FISCAL IMPACT:

Community Development Block Grant funds are provided by the US Department of Housing and Urban Development.

AGENDA DATE: FEBRUARY 23, 2016

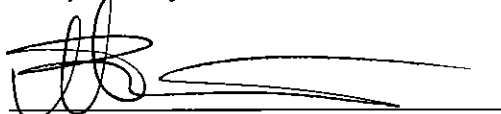
PAGE 4

SUBJECT: PRIORITIZATION AND ALLOCATION OF ELIGIBLE PUBLIC
SERVICE PROJECTS FOR PROGRAM YEAR 2016-2017
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

ENVIRONMENTAL REVIEW:

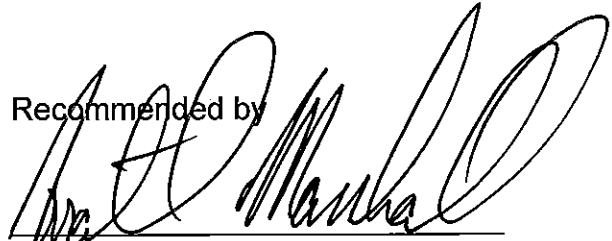
This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will 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)).

Respectfully submitted



Konradt Bartlam
City Manager

Recommended by



Jonathan Marshall
Community Service Director

KB:JM:AH:cfc

Attachments: Attachment A – Summary of Public Service Project Proposals
Completed Applications, Evaluations, and Rating Criteria

Attachment A
Summary of Public Service Project Proposals

Organization	Log Number	Public Service Project	15-16 Allocation	16-17 Request
House of Ruth	16-01	House of Ruth provides 24-hour emergency shelter, transitional living, and walk-in services for battered women and their children. Prevention education is also provided to the community. House of Ruth operates a 24-hour emergency hotline.	\$ 5,000	\$ 10,000
Legal Aid Society of San Bernardino	16-02	Legal Aid Society provides free legal consultations to low-moderate income residents and affordable access to the judicial system to resolve disputes.	\$ 5,000	\$ 10,000
San Bernardino County Library	16-03	San Bernardino County Library, Chino Hills branch, provides direct service to illiterate adults in the Chino Hills community by continuing a specially designated one-day per week "Literacy Day". The Library also provides an introductory class in basic computing to assist adult learners with attaining computer skills, a grammar course, senior computing classes, and a weekly driver education study group targeted to elderly residents and those with limited literacy skills.	\$ 10,000	\$ 10,000
West End YMCA	16-04	West End YMCA Childcare subsidy program provides financial subsidy to poverty, low and moderate income families from Chino Hills to attend YMCA licensed Childcare. This will provide assistance to CVUSD schools located in Chino Hills and to children from Chino Hills who attend other CVUSD schools.	\$ 10,100	\$ 10,000
Family Service Association	16-05	Family Service Association provides congregate and home delivered meals to seniors	\$ 8,000	\$ 10,000
Pomona Valley Habitat for Humanity		Pomona Valley Habitat for Humanity was awarded funds for their A Brush with Kindness Program. It's a neighborhood improvement project that will help residents in the Los Serranos area.	\$ 10,000	\$ 0
TOTAL			\$ 48,100	\$ 50,000
Available Allocation				\$ 48,000

CDBG Proposal Evaluation Criteria

FY2016

Maximum Points Possible: 64

Quality of Program Design

16 Points

- Does the proposal demonstrate an unmet community need?
- Is the program consistent with needs and priorities of the Consolidated Plan?
- Does the program coordinate with existing services and show evidence of community support?
- Overall program merit

Quality of Proposal Elements

16 Points

- Does the proposal include a realistic timeline of project milestones and drawdown schedule (benchmarks)?
- Are objectives and outcomes clearly stated and measurable?
- Are the performance measurements a good indication of success of the project?

Capacity and Experience

16 Points

- Has the organization undertaken this activity in the past? If yes, with what results?
- Does the organization have experience with CDBG funding?
- Does the organization employ sufficient, qualified staff to undertake the proposed activity?

Funding Request

16 Points

- Is the budget realistic for this project?
- Are other funds listed in the budget for this project?
- Includes use of leveraged funds or other resources and program sustainability

The following worksheet is the form that will be used in the review of all applications submitted for funding. This is offered only for information purposes and requires no action on your part.

16-01: HOUSE OF RUTH

CDBG Proposal Application Evaluation Worksheet

Scoring: 0=Unacceptable 1= Poor 2 = Fair 3 = Good 4 = Excellent

Evaluation Factors		A	B	C	TOTAL
Quality of Program Design					
1	Does the proposed program/project comply with the overall regulations, goals and objectives of the CDBG program?	4	3	4	11
2	Does the application include a demonstration of unmet need?	4	3	3	10
3	Is the application proposal consistent with the needs and priorities of the Consolidated Plan?	4	3	4	11
4	Overall program merit including coordination with existing services [non-duplication] and evidence of community support	4	3	3	10
Quality of Proposal Elements					
5	Are the program activities and goals clearly defined?	4	3	4	11
6	Are there measurable outcomes and outputs for the proposed program activities?	4	3	4	11
7	Does the proposed program/project take into consideration the collaboration of resources with other public and/or private development efforts to be more effective and efficient?	4	4	4	12
8	Are the eligibility standards for low/mod and limited clientele met, as set forth by the numbers, set forth in the application?	4	3	3	10
Capacity and Experience					
9	Does the organization have the experience and staff qualifications to meet their intended program goals?	4	3	4	11
10	Has the organization demonstrated past experience in implementing and complying with federal regulations?	4	3	4	11
11	Has the organization demonstrated an ability to deliver their services?	3	4	4	11
12	Has proof of non-profit status been submitted?	4	3	4	11
Funding Request					
13	Will the proposed activity require additional funding to fully correct the conditions and/or meet the needs that exist? If so, is this funding available?	4	3	4	11
14	Does the operating budget seem adequate for the organizational structure and proposed project/activity?	4	3	4	11
15	Does the proposed cost of the project/activity justify the number of persons who will directly benefit from the project/activity?	4	4	4	12
16	Has the organization demonstrated an ability to leverage and raise other funds? Are there other financial resources available beyond CDBG funds that could be used to fund the proposal?	4	3	4	11
TOTAL		63	51	61	175

Total Points Received: 175 out of 192



December 30, 2015

City of Chino Hills
Alma Hernandez
Community Services Department
14000 City Center Drive
Chino Hills, CA 91709

BOARD OF
DIRECTORS

HUGH AVERY
President

KEVIN KENNEY
Vice President

LISA PHILLIPS
Secretary

ELEANOR BROWN
Treasurer

Linda Gladson
Member at Large

MEMBERS
Debbie Carter
Julianne Baumann
Jan Collins-Eaglin
Sara Domonoske
Marisol Morales
Marisa Fierro
Susan Tenorio

EX OFFICIO

SUZANNE AEBISCHER
Executive Director

Dear Ms. Hernandez:


House of Ruth is submitting an application for 2016-17 Community Development Block Grant funds. We have been privileged to serve the residents of Chino Hills for many years and appreciate the City's consideration in previous funding cycles.

Thousands of women each year are victims of domestic violence. Almost one-third of female homicide victims that are reported in police records are killed by an intimate partner. Domestic Violence has a profound and lasting impact on the children who witness it or who themselves are victims of the abuse. Statistics rarely tell the story since most cases of domestic violence go unreported. House of Ruth will continue to provide domestic violence services for battered women and their children in the City of Chino Hills through our residential and non-residential programs. Our goal is to serve 50 Chino Hills residents during fiscal year 2016-17. House of Ruth will continue to provide prevention education programs in Chino Hills. Services to participants will include crisis counseling and referral on our 24-hour hotline, case management, counseling and support groups, self-sufficiency workshops, legal and social services advocacy. Our residential programs include a 45 day emergency shelter and a 2-year transitional living program. Prevention education presentations are focused on education, safety, and the reduction of domestic violence in our communities.

House of Ruth programs and services are funded through 22 local, State, and Federal grants and by a number of private foundations and donors. Our funding request of \$10,000 represents only a portion of the cost of services to Chino Hills residents. Remaining costs are covered by State and Federal grants and private funding sources.

We look forward to a continuing partnership with the City of Chino Hills as we work to eliminate domestic violence in our communities.


Sincerely,


Suzanne Aebischer
Executive Director

A NON-PROFIT TAX EXEMPT ORGANIZATION
P.O. Box 459 ♦ Claremont, CA ♦ 91711
(909) 623-4364 phone (909) 629-9581 fax
24 hour hotline (909) 988-5559

**Chino Hills CBDBG Funding
Services for Battered Women and their children
Authorization of Governing Board**

This letter will serve as written authorization from House of Ruth's Board of Directors that the Executive Director of House of Ruth is authorized to apply for 2016-17 CDBG grant funds and, if funded, to execute an agreement with the City for the period 7/1/16 through 6/30/17. This authorization letter will be maintained in a file at House of Ruth's administrative office and will be readily available upon demand.



Hugh Avery
President, Board of Directors

Date. 12/10/2015



Project Name: House of Ruth Domestic Violence Services

Page: 1

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION
Submittal Checklist**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED**

- ☐ Completed and signed application (including Attachment A); and the following mandatory attachments:
 - ☒ Copies of both State and Federal tax exemption determination letters;
 - ☒ List of organization's board of directors, board members, and titles;
 - ☒ Copy of organization's articles of incorporation and bylaws;
 - ☒ Copy of organization's conflict of interest policy;
 - ☒ Copy of most recent annual audit or current balance sheet;
 - ☐ Copy of lease (if CDBG funding request involves the reimbursement of rental expenses to conduct proposed project or make improvements to property not owned by applicant);
 - ☐ For donated space: A letter from outside organization detailing terms of donated space to conduct the proposed project, if applicable;

Submit the original and one additional complete copy of the application, including Attachment A. Submissions should be unbound on white paper with the name of the applying organization and the project name printed in the upper right corner of each page. All pages should be sequentially page numbered. Do not include tabs or colored separation sheets. A person or persons very knowledgeable of all aspects of the proposed project should attend the meetings.

**Questions may be directed to
Alma Hernandez, Senior Management Analyst
at (909) 364-2717 or ahernandez@chinohills.org**



Project Name:

House of Ruth Domestic Violence Services

Page: 2

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.**

Please type or use a computer-generated form. Handwritten applications will not be accepted.

- 1) Name of Agency: House of Ruth, Inc.
- 2) Name/Title of Workshop Attendee: Nancy Neilson, Grant Administration Mgr
- 3) Mailing Address where correspondence about this application is to be sent:

<u>P.O. Box 459</u>	<u>Claremont</u>	<u>CA</u>	<u>91711</u>
Street	City	State	Zip
- 4) Physical Address where proposed project is conducted (*if different than mailing address*). Add additional lines if there is more than one location:

<u>522 N. Fern Avenue</u>	<u>Ontario</u>	<u>CA</u>	<u>91762</u>
Street	City	State	Zip
- 5) Physical Address where project records will be kept for monitoring purposes. Add additional lines if there is more than one location:

<u>599 N. Main Street</u>	<u>Pomona</u>	<u>CA</u>	<u>91768</u>
Street	City	State	Zip
- 6) Federal Tax I.D. No.: 953-27-6033
- 7) CA Franchise Tax Board I.D. No.: CO836819
- 8) DUNS No.: 114250236
- 9) Contact Person's Information:

<u>Suzanne Aebischer, Executive Director</u>	<u>saebischer@houseofruthinc.org</u>
Name/Title	Email Address
<u>(909) 868-8008</u>	<u>(909) 623-8584</u>
Phone Number	Fax Number
- 10) Authorized Person's Information (*if same as Contact Person, note "same" below*):

<u>Suzanne Aebischer, Executive Director</u>	<u>saebischer@houseofruthinc.org</u>
Name/Title	Email Address
<u>909-868-8008</u>	<u>(909) 623-8584</u>
Phone Number	Fax Number

11) Project Name: **Domestic Violence Services**

12) Briefly describe the proposed project and what goal(s) it is intended to achieve:

House of Ruth provides programs and supportive services for battered women and their children. The purpose of our program is to provide a place of safety where women and children victimized by domestic violence will have immediate access to quality supportive services and resources to improve their lives. The goals of House of Ruth's programs are: to increase immediate and future safety for battered women and their children; to increase their knowledge of community resources; to increase their knowledge about domestic violence; and to improve their hopefulness about their futures. Services are provided at two walk-in centers in the Cities of Pomona and Ontario, and at the agency's emergency and transitional shelters. A Children's Program at the shelter provides a safe place for children to talk about their experiences. A wide variety of services are provided to meet the needs of victims of domestic violence.

13) Performance Outcome Measurements

The three program performance categories listed below are required under the CDBG program by the U.S. Department of Housing and Urban Development (HUD). Please check one or more boxes under the following program performance categories that apply to your proposal.

Availability/Accessibility

This category applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low and moderate-income persons, including persons with disabilities.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Affordability

This category applies to proposals that provide affordability, through various means, to the lives of low and moderate-income persons.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Promoting Livable or Viable Communities

This category applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low and moderate-income persons or by removing or eliminating slums or blighted areas.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

- 14) Please provide a brief explanation of how your proposal will address the selected program performance category. Describe the anticipated quantifiable results of your proposal for the selected category.

Domestic violence impacts the living environments of intimate partners and their children as their safety is jeopardized, their physical and emotional health suffers, and their lives become unstable. Services provided at House of Ruth's walk-in centers and emergency shelter are designed to address the specific needs of victims of domestic violence and their children.

Continued on attachment

- 15) Please check one that best identifies the nature of the Project in Chino Hills¹:

☐ Start-Up ☐ One-Time ☒ Continuing ☐ Expansion

- 16) Project/Activity Type: ☒ Public Service ☐ Capital Improvement
(Requires cost estimate)

- 17) If "Capital Improvement" is selected, provide the location of the project by census tract and block group number.

Census Tract n/a

Block Group n/a

NOTE: Most construction projects (other than some residential rehabilitation) will be required to meet HUD labor requirements, including competitive bidding of contracts, HUD approval of contractor prior to contract award, and payment of prevailing wages.

- 18) Describe the community need(s) or issue(s) the proposed project/activity will address.

House of Ruth's programs for victims of domestic violence will address the needs of abused Chino Hills women and their children. A prevention component focuses on educating the community and reducing incidents of domestic violence. Cont. on attach.

¹ Start-Up - New project/program; One-Time - funding request will fulfill a one-time expenditure need; Continuing - funding request is to continue a previously funded project/program; or Expansion - an existing or a previously-funded project/program that is expanded in scope, not just that more people are served.

**Is the purpose of this project activity to:*

Help prevent homelessness?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help the homeless?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

- 19) Identify the specific need being addressed by the proposed project in the 2013-2018 City of Chino Hills Consolidated Plan (see Exhibit D, page 12).

One of the priorities for use of CDBG funds in the 2013-18 Chino Hills Consolidated Plan, is to provide needed community services. House of Ruth will provide services under the category of "Battered and abused spouses/children services". House of Ruth provides supportive services to this population at our 45-day emergency shelter and at two conveniently located walk-in centers in the Cities of Ontario and Pomona. Our crisis hotline operates 24 hours a day, 365 days a year.

- 20) Please identify unduplicated (new clients) persons/households:

Check One: ☒ Persons ☐ Households

Total number of persons or households to be served by the proposed project:

- a) Of the total number to be served, how many are Chino Hills residents: 50
- b) Of the total number to be served, how many are low/moderate-income: 50

- 21) Was this project previously funded with Chino Hills or other CDBG funds?

☒ Yes ☐ No

If yes, indicate the year(s) in which CDBG funds were received; the granting agency; the amount of funding, and whether the allocation was expended within the program year.

2015-2016: Chino Hills- \$5,000 Chino- \$10,000 Pomona- \$7,500 Rancho- \$5,700
 2014-2015: Chino Hills- \$5,000 Chino- \$10,000 Pomona- \$6,438 Rancho- \$5,700
 2013-2014: Chino Hills- \$5,000 Chino- \$5,000 Pomona- \$8,250 Rancho- \$5,700
 2012-2013: Chino Hills- \$5,000 Chino- \$5,000 Pomona- \$5,425 Rancho- \$5,500 Cont.

- 22) If your organization is a non-profit organization, provide and/or attach the following documentation as applicable:

1. Copies of both State and Federal tax exemption determination letters;
2. List of organization's board of directors, board members, and titles.
3. Copy of organization's articles of incorporation and bylaws;
4. Copy of organizational chart;
5. Copy of organization's Conflict of Interest Policy;
6. Copy of most recent annual audit or current balance sheet;
7. Copy of lease (if CDBG funding request involves reimbursement of rental expenses to conduct proposed project or make improvements to the property not owned by applicant);
8. Letter from outside organization detailing terms of donated space to conduct the proposed project; if applicable.

- 23) Is your organization considered a faith-based organization?

☐ Yes ☒ No

- 24) Describe organization's mission and goals.

House of Ruth's Mission: House of Ruth is dedicated to increasing the safety and well-being of intimate partners and their children victimized by domestic violence.

The strongest and most deeply held value at House of Ruth is that of Non-Violence. The agency believes that all people deserve to live lives free of violence, especially in their homes. The primary purpose of House of Ruth is to provide a place of safety where intimate partners and their children victimized by domestic violence will have immediate access to quality supportive services and resources to improve their lives.

Continued on Attachment

-
- 25) Provide number of years the organization has been in existence; describe number, type, and complexity of programs/services administered; provide number of staff and major kinds of responsibilities; and describe accounting and financial reporting system.

House of Ruth is a non-profit domestic violence agency serving the City of Chino Hills and surrounding communities for more than 30 years. House of Ruth began in 1977 as a domestic violence hotline, followed by the opening of an emergency shelter for battered women and their children in 1981. A walk-in center with domestic violence supportive services was established in the City of Pomona. A second walk-in center in San Bernardino County opened shortly after. During the next 32 years, other programs and services were added based on expressed client need and the needs of the community. The availability of our services has increased over the past years as we continue to serve victims of domestic violence at a variety of locations. In addition to our emergency and transitional shelter and two walk-in centers in Pomona and Ontario, House of Ruth staff are co-located at the TAD and GAIN offices in Pomona, Ontario, and Rancho Cucamonga where we provide information and supportive services to battered women in the CalWORKs program. We also have staff at the Rancho Cucamonga Children and Family Services office 40 hours each week. Help is available on our crisis hotline 24 hours a day, 365 days a year.

Continued on Attachment

-
- 26) Total Funding Request: \$ 10,000.00
-

Public Service Budget
Minimum grant request is \$5,000

(A) PERSONNEL/STAFF COSTS: Please complete the following tables

WAGES: Please provide the following information for each member of your program's staff necessary to administer the proposed program for CDBG funding. If applicable, add additional positions needed as the result of any proposed increase in services, and estimate costs accordingly.

POSITION/TITLE	VOLUNTEER (Y/N)	HOURLY RATE	HRS. PER WK.	MONTHS EMPLOYED	TOTAL COST	CDBG SHARE
Staff Accountant	N	\$ 23.94	40	12	\$ 49,786.00	\$ 1,000.00
Prevention Coordinator	N	\$ 17.25	40	12	\$ 35,875.00	\$ 4,000.00
Counseling Staff	N	\$		12	\$ 252,986.00	\$
Residential Staff	N	\$ 14.91		12	\$ 388,345.00	\$ 4,000.00
Community Serv. Staff	N	\$		12	\$ 360,062.00	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
SUBTOTAL FOR WAGES					\$ 1,087,054.00	\$ 9,000.00

FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY	TOTAL COST	CDBG SHARE
FICA	7.65%	\$ 83,159.00	\$ 500.00
SUI	2.63%	\$ 6,259.00	\$
OTHER	24.73%	\$ 291,050.00	\$ 500.00
SUBTOTAL FOR FRINGE BENEFITS		\$ 380,468.00	\$ 1,000.00

TOTAL PERSONNEL/STAFF COSTS

TOTAL COST	CDBG SHARE
\$ 1,467,522.00	\$ 10,000.00

(B) PROPOSED PROGRAM BUDGET OVERVIEW: Include all costs associated with the proposed program

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
SPACE RENTAL	\$ 18,258.00	\$
UTILITIES	\$ 66,842.00	\$
GENERAL LIABILITY INSURANCE	\$ 51,500.00	\$
AUTOMOBILE LIABILITY INSURANCE	\$	\$
WORKER’S COMPENSATION INSURANCE	\$	\$
OTHER INSURANCE:	\$	\$
CONSULTANT SERVICES	\$	\$
TRAVEL	\$ 7,700.00	\$
SUPPLIES	\$ 11,500.00	\$
EQUIPMENT	\$	\$
OTHER:	\$ 63,090.00	\$
OTHER:	\$	\$
OTHER:	\$	\$
TOTAL SUPPLIES AND SERVICES	\$ 218,890.00	\$ 0.00

	TOTAL COST	CDBG SHARE
TOTAL PROGRAM COSTS	\$ 1,686,412.00	\$ 10,000.00

Capital Improvement Budget

You must submit one or more written cost estimates from a licensed and insured contractor with this application.

Guidance: Please use the following to present your CDBG request for funding.
 In column A, list budgeted items for your project/activity.
 In Column B, provide the projected amount and calculation for each budgeted item.
 In Column C, provide the calculation and projected amount for CDBG request of funds.

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
PERSONNEL EXPENSES	\$	\$
TOTAL PERSONNEL	\$ 0.00	\$ 0.00
DELIVERY COSTS		
ACQUISITION	\$	\$
SITE DEVELOPMENT	\$	\$
MATERIALS	\$	\$
PHYSICAL INSPECTIONS	\$	\$
ARCHITECTURAL ENGINEERING	\$	\$
REHAB LOAN COSTS	\$	\$
PERMITS AND FEES	\$	\$
INSURANCE	\$	\$
LEGAL FEES	\$	\$
FINANCING	\$	\$
APPRAISAL COSTS	\$	\$
TOTAL DELIVERY COSTS	\$ 0.00	\$ 0.00
CONTRACT SERVICES		
	\$	\$
	\$	\$
TOTAL CONTRACT SERVICES	\$ 0.00	\$ 0.00
BUDGET TOTAL	\$ 0.00	\$ 0.00

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Certification**

The undersigned hereby certifies that:

1. The information contained in the project proposal is complete and accurate.
2. Application has been duly authorized by the governing body of the applicant to act on its behalf.
3. The agency shall comply with all Federal, State, and City policies and requirements affecting the CDBG program.
4. Sufficient funds are available to complete the project as described, if CDBG funds are approved.

House of Ruth, Inc.

Organization

Domestic Violence Services

Project Name

Suzanne Aebischer, Executive Director

Print Name and Title of Authorized Person

Suzanne Aebischer

Signature of Authorized Person

12/17/15

Date Signed

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Attachment A**

PROGRAM WORK SCHEDULE

The information provided will be used to track project progress through Quarterly Project Progress Reports. The projected goal/outcome should be broken down at least by quarters (see example below), but may be broken down into smaller time frames:

Time Frame	Task/Deliverable	Person Responsible
Quarter 1 7/1/16 - 9/30/16	Serv. 12 battered women/childr.	Program staff-all programs
	Community Education Program	Prevention Ed. Coordinator
Quarter 2 10/01/16 - 12/31/16	Serv. 12 battered women/childr.	Program staff-all programs
	Community Education Program	Prevention Ed. Coordinator
Quarter 3 1/01/17 - 3/31/17	Serv. 13 battered women/childr.	Program staff-all programs
Quarter 4 4/01/17 - 6/30/17	Community Education Program	Prevention Ed. Coordinator
	Serv. 13 battered women/childr.	Program staff- all programs

ATTACHMENT

Page 3 of 11:

(12) The agency's 24-hour crisis hotline is the gateway to all House of Ruth programs and provides referrals to other community resources and service providers. The 24-hour Emergency Shelter provides up to 45 days of temporary residency for women and children who are homeless because of the violence and abuse in their homes. House of Ruth's 24-month Transitional Living Program bridges the gap between emergency shelter and permanent housing, and provides time for victims of domestic violence exiting from emergency shelter to obtain job training or employment, save money, and prepare for the move to permanent housing. Our Child Abuse Treatment Program provides therapeutic counseling for children who have been exposed to violence in their homes, schools, or communities; Prevention Education programs for children, youth and adults in local communities address the issues of domestic violence, teen dating violence and bullying. House of Ruth services are free and flexible. Our facilities are accessible for persons with disabilities. Program materials are provided in English and Spanish. All House of Ruth programs and services are available to Chino Hills' residents.

Page 4 of 11:

(14) Safety planning; individual counseling for victims of domestic violence; children's counseling; educational classes on domestic violence; self-sufficiency workshops; legal and social services advocacy; and referral to other community resources are services that can help to improve their lives.

The number of persons requesting our services varies from year to year. During the 2016-2017 funding period, House of Ruth's goal is to provide crisis intervention and referral services to approximately 25 Chino Hills callers on our 24-hour hotline, and services to 25 Chino Hills battered women and children at our walk-in facilities and shelter. Prevention education will continue at Boys Republic High School as well as other presentations as requested.

Page 4 of 11:

(18) Domestic violence impacts all communities and many facets of our society, including the health care system, the welfare system, law enforcement, and the economy. As battered women become increasingly isolated from family and friends, their involvement in the community may diminish. Their ability to work may be impeded by their injuries and harassment from an abusive partner. Domestic Violence causes a loss of 8 million paid days of work each year for its victims. Millions of dollars in health care costs occur each year with about three quarters of the cost spent on direct medical and mental health care. There is a growing awareness that child maltreatment and domestic violence often co-exist in families. Research by the United States Advisory Board on Child Abuse and Neglect has stated that domestic violence is the single major precursor to child deaths in the United States, and concluded that in 70% of the cases in which an abused child dies, there has been a pattern of abuse against the mother. Violence against women is the seed to many other forms of violence. When children witness violence in the home, those children are impacted by what they have seen and often experienced themselves. Boys who witness violence against their mothers are five times more likely to abuse their female partners as adults than boys who are raised in non-violent homes. Our own statistics show that 43% of our clients' abusers were themselves abused as children. Homelessness is another tragic outcome of domestic violence. Escalating incidents of violence often result in a woman's loss of safety in her own home and the fear that if she stays, her children could be harmed.

Over the last 10 years, law enforcement has received nearly 1,000 domestic violence calls for assistance from Chino Hills residents. House of Ruth received approximately 340 calls from Chino Hills battered women on our 24-hour hotline.

Page 5 of 11:

(21) 2011-2012: Chino Hills - \$5,000 Chino - \$5,000 Pomona - \$8,000 Rancho - \$6,300

The funds listed represent the last five years. House of Ruth has received CDBG funding for more than 20 years. All CDBG funds were expended in each contract in each year. The Cities of Pomona and Ontario provide ESG funds which are specific to residents of each city. The City of Montclair provides funds from the City's General Fund.

Page 6 of 11:

(24) House of Ruth's goals include increasing immediate and future safety for domestic violence by an intimate partner and their children; increasing their knowledge of community resources; increasing their knowledge about domestic violence and their hopefulness about their futures. Victims of domestic violence who come to House of Ruth also set goals for themselves. Some women may be ready to begin employment. Others may need more time to heal. Referrals are provided for housing, transitional living programs, or other options such as YWCA STEPS, a rental assistance program. Other individual goals may include obtaining a restraining order or addressing immigration issues. Case managers provide needed support and assist with addressing barriers that may be impeding a woman's progress in achieving her goals.

(25) House of Employs 44 full time and part time program and administrative personnel with varied work experience and educational backgrounds. Staff have received training on trauma informed care, and as a result, have a better understanding of how trauma affects victims of violence. Using a trauma informed approach, they can more effectively serve battered women. 15 staff are bilingual English-Spanish speaking. All staff must complete 40 hours of domestic violence training and have DOJ clearance in order to work in our programs.

There are three main departments at House of Ruth:

Counseling: Francine Maltz, Director of Counseling Services, is a Licensed Marriage, Family, Child Counselor with more than 20 years of counseling experience; BA in Psychology; MA in Clinical Psychology. She has worked with the Department of Public Social Services/Child Protective Services. She is responsible for the supervision and training of all counseling staff and carries her own caseload of clients. Services provided by Counseling staff include individual counseling and support groups, and referral for longer term counseling or mental health services if needed. This department also administers House of Ruth's Child Abuse Treatment Program.

Community Services: Melissa Pitts, Director of Community Services has a BA in Social Work and 13 years experience working with domestic violence victims; has supervised House of Ruth's domestic violence services for the CalWORKs program for more than seven years. This position supervises all Community Services staff and services provided to clients. Community Services staff provide case management, legal and social services advocacy, information and referral, life skills workshops, parenting classes, and emergency food and clothing at the walk-in centers in Ontario and Pomona. This department also administers the Domestic Violence Prevention Education Program.

Residential Services: Kim Mason, Residential Director has a BA in Social Work; Six years experience managing day care center and residential facility for homeless and mentally ill women; and more than 19 years experience working with domestic violence victims. Responsible for shelter operations and training and supervision of shelter staff, the

Residential Services Director also works directly with clients. Services provided by staff at the shelter include intake and assessment; emergency clothing and personal items; case management; safety planning; counseling; Support Groups; DV 101 Classes; Children's Program; all meals. A doctor from a local health clinic visits the shelter twice monthly and provides medical assessments for the women and children, and assistance with prescription medicine.

Executive Director, Suzanne Aebischer: BA in Social Welfare; more than 35 years domestic violence experience including program development, non-profit management, and direct services to battered women. The Executive Director is directly responsible to the Board of Directors; manages the day to day operations of the Agency; supervises all Department Directors; and works directly with the Development Department in applying for private funds and other fund raising activities.

Sharon McGrath-Gold, CFO: BA in Psychology; MA in Business Administration; more than 25 years contract administration and experience in the field of domestic violence. The CFO is responsible for agency finances; human resources; grant compliance; and supervises Grants Administration staff.

Accounting:

House of Ruth's programs are supported by 22 Federal, State and local government grants; foundation grants; community donors; and agency events. Most of our government grants have been in place for more than 15 years and continue to be funded. House of Ruth has developed policies and procedures that insure the integrity of, and accountability for, agency funds. All policies and procedures are documented in the Agency's "Accounting & Financial Policies and Procedures Manual".

House of Ruth's agency budget is developed prior to each fiscal year by the CFO and the Board Finance Committee, and is then submitted to the full Board of Directors for approval. A spreadsheet is created annually that identifies expenses by grant and by line item, and is instrumental in managing and keeping multiple funding sources separate. Individual grant budgets are entered onto the spreadsheet as awards are made. Requisition requests and vendor invoices are approved by the CFO. Expenditure invoices are coded using the agency's chart of account codes. Payable checks are drawn by the staff accountant with 2 signatures required on checks over \$2,500. Checks are signed by the Executive Director when accompanied by the approval documentation. The Grants Analyst enters incoming checks and cash onto an Accounts Receivable spreadsheet. Expenses and revenue are posted to the computer accounting program "ACCPAC". At the end of each month, the Staff Accountant prints and reviews the income and expense statement for each funding source to insure that expenses are posted according to the budget. Functional time sheets are completed by staff twice a month. Salary expense is posted to the computer accounting program by fund source. The online system ADP is used by the Staff Accountant to process payroll.

16-02: LEGAL AID

Project: Legal Aid**CDBG Proposal Application Evaluation Worksheet****Scoring: 0=Unacceptable 1= Poor 2 = Fair 3 = Good 4 = Excellent**

Evaluation Factors		A	B	C	TOTAL
Quality of Program Design					
1	Does the proposed program/project comply with the overall regulations, goals and objectives of the CDBG program?	4	3	3	10
2	Does the application include a demonstration of unmet need?	4	3	3	10
3	Is the application proposal consistent with the needs and priorities of the Consolidated Plan?	4	3	3	10
4	Overall program merit including coordination with existing services [non-duplication] and evidence of community support	4	3	3	10
Quality of Proposal Elements					
5	Are the program activities and goals clearly defined?	4	2	3	9
6	Are there measurable outcomes and outputs for the proposed program activities?	4	2	3	9
7	Does the proposed program/project take into consideration the collaboration of resources with other public and/or private development efforts to be more effective and efficient?	4	3	2	9
8	Are the eligibility standards for low/mod and limited clientele met, as set forth by the numbers, set forth in the application?	4	2	2	8
Capacity and Experience					
9	Does the organization have the experience and staff qualifications to meet their intended program goals?	4	3	3	10
10	Has the organization demonstrated past experience in implementing and complying with federal regulations?	4	3	3	10
11	Has the organization demonstrated an ability to deliver their services?	3	3	2	8
12	Has proof of non-profit status been submitted?	4	3	4	11
Funding Request					
13	Will the proposed activity require additional funding to fully correct the conditions and/or meet the needs that exist? If so, is this funding available?	4	3	3	10
14	Does the operating budget seem adequate for the organizational structure and proposed project/activity?	4	3	3	10
15	Does the proposed cost of the project/activity justify the number of persons who will directly benefit from the project/activity?	4	4	3	11
16	Has the organization demonstrated an ability to leverage and raise other funds? Are there other financial resources available beyond CDBG funds that could be used to fund the proposal?	4	3	3	10
TOTAL		63	46	46	155

Total Points Received: 155 out of 192



Project Name: WEST END LEGAL AID Page: 1

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION
Submittal Checklist**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED**

- ☒ Completed and signed application (including Attachment A); and the following mandatory attachments:
 - ☒ Copies of both State and Federal tax exemption determination letters;
 - ☒ List of organization's board of directors, board members, and titles;
 - ☒ Copy of organization's articles of incorporation and bylaws;
 - ☒ Copy of organization's conflict of interest policy;
 - ☒ Copy of most recent annual audit or current balance sheet;
 - ☐ Copy of lease (if CDBG funding request involves the reimbursement of rental expenses to conduct proposed project or make improvements to property not owned by applicant); *Not applicable*
 - ☒ For donated space: A letter from outside organization detailing terms of donated space to conduct the proposed project, if applicable;

Submit the original and one additional complete copy of the application, including Attachment A. Submissions should be unbound on white paper with the name of the applying organization and the project name printed in the upper right corner of each page. All pages should be sequentially page numbered. Do not include tabs or colored separation sheets. A person or persons very knowledgeable of all aspects of the proposed project should attend the meetings.

**Questions may be directed to
Alma Hernandez, Senior Management Analyst
at (909) 364-2717 or ahernandez@chinohills.org**



**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.**

Please type or use a computer-generated form. Handwritten applications will not be accepted.

- 1) Name of Agency: LEGAL AID SOCIETY OF SAN BERNARDINO
- 2) Name/Title of Workshop Attendee: Dorothy Fergon, Bookkeeper
- 3) Mailing Address where correspondence about this application is to be sent:

<u>588 W. Sixth Street</u>	<u>San Bernardino</u>	<u>CA</u>	<u>92401</u>
Street	City	State	Zip
- 4) Physical Address where proposed project is conducted (*if different than mailing address*). Add additional lines if there is more than one location:

<u>142 Peyton Drive</u>	<u>Chino Hills</u>	<u>CA</u>	<u>91709</u>
Street	City	State	Zip
- 5) Physical Address where project records will be kept for monitoring purposes. Add additional lines if there is more than one location:

<u>588 W. Sixth Street</u>	<u>San Bernardino</u>	<u>CA</u>	<u>92401</u>
Street	City	State	Zip
- 6) Federal Tax I.D. No.: 951-99-7024
- 7) CA Franchise Tax Board I.D. No.: 45245150
- 8) DUNS No.: 618171805
- 9) Contact Person's Information:

<u>Deborah J. Davis, Chief Administrator</u>	<u>deborahd@legalaidsb.com</u>
Name/Title	Email Address
<u>(909) 381-4633</u>	<u>(909) 889-6338</u>
Phone Number	Fax Number
- 10) Authorized Person's Information (*if same as Contact Person, note "same" below*):

<u>Josefina Valdez, Esq., Executive Director</u>	<u>josefinav@legalaidsb.com</u>
Name/Title	Email Address
<u>(909) 381-4633</u>	<u>(909) 889-6338</u>
Phone Number	Fax Number

11) Project Name: West End Legal Aid

12) Briefly describe the proposed project and what goal(s) it is intended to achieve:

This project will allow families of Chino Hills to attain improved access to legal services allowing them to consult with an attorney, learn their rights and responsibilities regarding their legal problem, identify possible courses of remedial action, and secure the professionally prepared legal documents and procedural guidance allowing them to seek court orders. Those orders will allow Chino Hills family members to improve their daily lives by securing orders for: Freedom from elder abuse and domestic violence; Peaceful and safe co-parenting or visitation; Correction of non-habitable living conditions within rentals; Caregiver authority to access medical and supportive services for minors of absent and non-supporting parents; and, Caregiver authority to access medical and supportive services for disabled, dependent adults.

The goal is to provide education and services to 95 residents of Chino Hills, at least 70% of whom will have income within the CDBG's low and low-moderate CDBG guidelines. Services will be provided through any Legal Aid clinic site, and via telephone appointment, and at one clinic hosted within the Chino Hills Community Center.

13) Performance Outcome Measurements

The three program performance categories listed below are required under the CDBG program by the U.S. Department of Housing and Urban Development (HUD). Please check one or more boxes under the following program performance categories that apply to your proposal.

Availability/Accessibility

This category applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low and moderate-income persons, including persons with disabilities.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/Improved availability
- ☐ Promotes economic opportunity through new/improved availability

Affordability

This category applies to proposals that provide affordability, through various means, to the lives of low and moderate-income persons.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Promoting Livable or Viable Communities

This category applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low and moderate-income persons or by removing or eliminating slums or blighted areas.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

- 14) Please provide a brief explanation of how your proposal will address the selected program performance category. Describe the anticipated quantifiable results of your proposal for the selected category.

We propose to provide affordable, legal services to 95 Chino Hills residents and estimate: All such residents will benefit from improved knowledge; 60 will attain improved living conditions by pursuing legal remedy to restore peace, prevent domestic violence or elder abuse, or secure orders allowing access to health care services for their minors or dependent, disabled adults; and 35 residents will experience improved access to services by securing attorney consultations and advise through telephone appointments to determine what course of action they may take to remedy legal problems.

- 15) Please check one that best identifies the nature of the Project in Chino Hills¹:

☐ Start-Up ☐ One-Time ☐ Continuing ☒ Expansion

- 16) Project/Activity Type: ☒ Public Service ☐ Capital Improvement
(Requires cost estimate)

- 17) If "Capital Improvement" is selected, provide the location of the project by census tract and block group number.

Census Tract Not applicable

Block Group _____

NOTE: Most construction projects (other than some residential rehabilitation) will be required to meet HUD labor requirements, including competitive bidding of contracts, HUD approval of contractor prior to contract award, and payment of prevailing wages.

- 18) Describe the community need(s) or issue(s) the proposed project/activity will address.

This project addresses the need for Chino Hills residents to have improved access to legal services toward improved home life via freedom from abuse, access to health care and mental health care services, and correction of substandard rental conditions.

¹ Start-Up - New project/program; One-Time - funding request will fulfill a one-time expenditure need; Continuing - funding request is to continue a previously funded project/program; or Expansion - an existing or a previously-funded project/program that is expanded in scope, not just that more people are served.

**Is the purpose of this project activity to:*

Help prevent homelessness?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help the homeless?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help those with HIV/AIDS?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Primarily help persons with disabilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

- 19) Identify the specific need being addressed by the proposed project in the 2013-2018 City of Chino Hills Consolidated Plan (see Exhibit D, page 12).

This project will address multiple priorities to: Serve seniors; facilitate access to health care and mental health care services; assist minor and adult victims of abuse; and allow tenants lawful means to seek correction of non-habitability conditions via legal services. These priorities will be addressed by improved and affordable access to legal services.

- 20) Please identify unduplicated (new clients) persons/households:

Check One: ☒ Persons ☐ Households

Total number of persons or households to be served by the proposed project:

- a) Of the total number to be served, how many are Chino Hills residents: 95
- b) Of the total number to be served, how many are low/moderate-income: 68

- 21) Was this project previously funded with Chino Hills or other CDBG funds?

☒ Yes ☐ No

If yes, indicate the year(s) in which CDBG funds were received; the granting agency; the amount of funding, and whether the allocation was expended within the program year.

2012-13: Chino Hills: \$10,000 was awarded and fully expended within the grant term.

2013-14: Chino Hills: \$10,000 was awarded and fully expended within the grant term.

2014-15: Chino Hills: \$ 7,500 was awarded and fully expended within the grant term.

2015-16: Chino Hills: \$ 5,000 was awarded and will be expended within the grant term.

- 22) If your organization is a non-profit organization, provide and/or attach the following documentation as applicable:

1. Copies of both State and Federal tax exemption determination letters;
2. List of organization's board of directors, board members, and titles.
3. Copy of organization's articles of incorporation and bylaws;
4. Copy of organizational chart;
5. Copy of organization's Conflict of Interest Policy;
6. Copy of most recent annual audit or current balance sheet;
7. Copy of lease (if CDBG funding request involves reimbursement of rental expenses to conduct proposed project or make improvements to the property not owned by applicant);
8. Letter from outside organization detailing terms of donated space to conduct the proposed project; if applicable.

- 23) Is your organization considered a faith-based organization?

☐ Yes ☒ No

- 24) Describe organization's mission and goals.

Our Mission is to improve the lives of those in need, in San Bernardino County and surrounding communities, by providing counseling, education and legal services, regardless of their ability to pay.

Our goal is to improve the lives of 95 Chino Hills residents by providing improved knowledge to allowing such residents to make informed, timely decisions; and, to improve the lives of 63 Chino Hills residents by pursuing viable court orders to preserve peace, prevent domestic violence or elder abuse, secure authority to access health care services for minors or disabled adults, or preserve healthy living conditions

-
- 25) Provide number of years the organization has been in existence; describe number, type, and complexity of programs/services administered; provide number of staff and major kinds of responsibilities; and describe accounting and financial reporting system.

Legal Aid has continually provided free legal services for the past 57 years. Our projects include: Access to Justice (central region); Rural Access to Justice (outlying regions); Bridging Barriers to Healthy Homes; S.A.F.E.T.Y. (an education project); C.L.E.A.N. (a volunteer training project); and the IE Medical-Legal Partnership (teaming physicians and attorneys to jointly address social detriments to health). These services are provided by 12 staff members and 75 Legal Aid volunteers, and the contributions of several partner agencies. Legal Aid staff attorneys oversee staff and the legal service volunteers. All clients services are recorded in a statistical database. Accounting is performed in house under Generally Accepted Accounting Procedures, and is annually audited by an independent CPA firm.

-
- 26) Total Funding Request: \$ 10,000.00

Public Service Budget
Minimum grant request is \$5,000

(A) PERSONNEL/STAFF COSTS: Please complete the following tables

WAGES: Please provide the following information for each member of your program's staff necessary to administer the proposed program for CDBG funding. If applicable, add additional positions needed as the result of any proposed increase in services, and estimate costs accordingly.

POSITION/TITLE	VOLUNTEER (Y/N)	HOURLY RATE	HRS. PER WK	MONTHS EMPLOYED	TOTAL COST	CDBG SHARE
Executive Director	N	\$ 24.04	1	12	\$ 288.00	\$ 288.00
Chief Administrator	N	\$ 25.96	1	12	\$ 312.00	\$ 312.00
Managing Attorney	N	\$ 23.08	6	12	\$ 7,201.00	\$ 3,000.00
3 Caseworkers	N	\$ 17.00	4	12	\$ 3,536.00	\$ 2,000.00
3 Caseworkers	N	\$ 17.00	8	1	\$ 408.00	\$ 408.00
2 Attorneys	N	\$ 24.00	8	1	\$ 384.00	\$ 364.00
Data Entry Clerk	N	\$ 15.00	2	12	\$ 1,560.00	\$ 780.00
Database Manager	N	\$ 20.00	1	12	\$ 1,040.00	\$ 520.00
Attorneys	Y	\$ 300.00	10	12	\$ 156,000.00	\$ 0.00
Students/Clerks	Y	\$ 15.00	8	12	\$ 6,240.00	\$ 0.00
SUBTOTAL FOR WAGES					\$ 176,969.00	\$ 7,672.00

FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY	TOTAL COST	CDBG SHARE
FICA	0.08%	\$ 857.00	\$ 584.00
SUI	0.04%	\$ 400.00	\$ 276.00
OTHER	0.02%	\$ 223.00	\$ 153.00
SUBTOTAL FOR FRINGE BENEFITS		\$ 1,480.00	\$ 1,013.00

TOTAL PERSONNEL/STAFF COSTS

TOTAL COST	CDBG SHARE
\$ 178,449.00	\$ 8,685.00

(B) PROPOSED PROGRAM BUDGET OVERVIEW: Include all costs associated with the proposed program

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
SPACE RENTAL	\$ 600.00	\$
UTILITIES	\$ 572.00	\$
GENERAL LIABILITY INSURANCE	\$ 5,027.00	\$
AUTOMOBILE LIABILITY INSURANCE	\$	\$
WORKER'S COMPENSATION INSURANCE	\$	\$
OTHER INSURANCE: Professional Malpractice	\$ 4,366.00	\$
CONSULTANT SERVICES	\$	\$
TRAVEL	\$ 140.00	\$ 140.00
SUPPLIES	\$ 1,183.00	\$ 390.00
EQUIPMENT	\$ 15,494.00	\$ 785.00
OTHER:	\$	\$
OTHER:	\$	\$
OTHER:	\$	\$
TOTAL SUPPLIES AND SERVICES	\$ 27,382.00	\$ 1,315.00

TOTAL PROGRAM COSTS

TOTAL COST	CDBG SHARE
\$ 205,831.00	\$ 10,000.00

Capital Improvement Budget

You must submit one or more written cost estimates from a licensed and insured contractor with this application.

Guidance: Please use the following to present your CDBG request for funding.
 In column A, list budgeted items for your project/activity.
 In Column B, provide the projected amount and calculation for each budgeted item.
 In Column C, provide the calculation and projected amount for CDBG request of funds.

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
PERSONNEL EXPENSES	\$ 0.00	\$ 0.00
TOTAL PERSONNEL	\$ 0.00	\$ 0.00
DELIVERY COSTS		
ACQUISITION	\$	\$
SITE DEVELOPMENT	\$	\$
MATERIALS	\$	\$
PHYSICAL INSPECTIONS	\$	\$
ARCHITECTURAL ENGINEERING	\$	\$
REHAB LOAN COSTS	\$	\$
PERMITS AND FEES	\$	\$
INSURANCE	\$	\$
LEGAL FEES	\$	\$
FINANCING	\$	\$
APPRAISAL COSTS	\$	\$
TOTAL DELIVERY COSTS	\$ 0.00	\$ 0.00
CONTRACT SERVICES		
	\$	\$
	\$	\$
TOTAL CONTRACT SERVICES	\$ 0.00	\$ 0.00
BUDGET TOTAL	\$ 0.00	\$ 0.00

Project Name: West End Legal Aid Page: 10

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Certification**

The undersigned hereby certifies that:

1. The information contained in the project proposal is complete and accurate.
2. Application has been duly authorized by the governing body of the applicant to act on its behalf.
3. The agency shall comply with all Federal, State, and City policies and requirements affecting the CDBG program.
4. Sufficient funds are available to complete the project as described, if CDBG funds are approved.

Legal Aid Society of San Bernardino

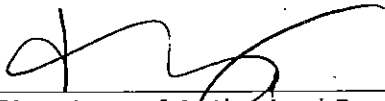
Organization

West End Legal Aid

Project Name

Josefina Valdez, Executive Director

Print Name and Title of Authorized Person



Signature of Authorized Person

Jan. 6, 2016

Date Signed

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Attachment A**

PROGRAM WORK SCHEDULE

The information provided will be used to track project progress through Quarterly Project Progress Reports. The projected goal/outcome should be broken down at least by quarters (see example below), but may be broken down into smaller time frames:

Time Frame	Task/Deliverable	Person Responsible
1st Quarter: July - September 2016	Schedule seminar/clinics	Administrative Staff
	Consultations & legal services	Attorneys & Caseworkers
2nd Quarter: October - December 2016	Consultations & legal services	Attorneys & Caseworkers
	Gather outcomes & report	Administrative Staff
3rd Quarter: Jan. - March 2017	Consultations & legal services	Attorneys & Caseworkers
4th Quarter: April - June 2017	Consultations & legal services	Attorneys & Caseworkers
	Gather outcomes & report	Administrative Staff

16-03: SAN BERNARDINO COUNTY LIBRARY

Project: Library**CDBG Proposal Application Evaluation Worksheet****Scoring: 0=Unacceptable 1= Poor 2 = Fair 3 = Good 4 = Excellent**

Evaluation Factors		A	B	C	TOTAL
Quality of Program Design					
1	Does the proposed program/project comply with the overall regulations, goals and objectives of the CDBG program?	4	4	4	12
2	Does the application include a demonstration of unmet need?	4	2	3	9
3	Is the application proposal consistent with the needs and priorities of the Consolidated Plan?	4	3	4	11
4	Overall program merit including coordination with existing services [non-duplication] and evidence of community support	4	2	3	9
Quality of Proposal Elements					
5	Are the program activities and goals clearly defined?	4	3	3	10
6	Are there measurable outcomes and outputs for the proposed program activities?	4	3	3	10
7	Does the proposed program/project take into consideration the collaboration of resources with other public and/or private development efforts to be more effective and efficient?	4	2	3	9
8	Are the eligibility standards for low/mod and limited clientele met, as set forth by the numbers, set forth in the application?	4	3	4	11
Capacity and Experience					
9	Does the organization have the experience and staff qualifications to meet their intended program goals?	4	3	4	11
10	Has the organization demonstrated past experience in implementing and complying with federal regulations?	4	3	4	11
11	Has the organization demonstrated an ability to deliver their services?	4	3	4	11
12	Has proof of non-profit status been submitted?	4	3	4	11
Funding Request					
13	Will the proposed activity require additional funding to fully correct the conditions and/or meet the needs that exist? If so, is this funding available?	4	3	3	10
14	Does the operating budget seem adequate for the organizational structure and proposed project/activity?	4	3	3	10
15	Does the proposed cost of the project/activity justify the number of persons who will directly benefit from the project/activity?	4	3	3	10
16	Has the organization demonstrated an ability to leverage and raise other funds? Are there other financial resources available beyond CDBG funds that could be used to fund the proposal?	4	3	3	10
TOTAL		64	46	55	165

Total Points Received: 165 out of 192



**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION
Submittal Checklist**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED**

- ☒ Completed and signed application (including Attachment A); and the following mandatory attachments:
- ☐ Copies of both State and Federal tax exemption determination letters;
 - ☒ List of organization's board of directors, board members, and titles;
 - ☐ Copy of organization's articles of incorporation and bylaws;
 - ☒ Copy of organization's conflict of interest policy;
 - ☐ Copy of most recent annual audit or current balance sheet;
 - ☐ Copy of lease (if CDBG funding request involves the reimbursement of rental expenses to conduct proposed project or make improvements to property not owned by applicant);
 - ☐ For donated space: A letter from outside organization detailing terms of donated space to conduct the proposed project, if applicable;

Submit the original and one additional complete copy of the application, including Attachment A. Submissions should be unbound on white paper with the name of the applying organization and the project name printed in the upper right corner of each page. All pages should be sequentially page numbered. Do not include tabs or colored separation sheets. A person or persons very knowledgeable of all aspects of the proposed project should attend the meetings.

**Questions may be directed to
Alma Hernandez, Senior Management Analyst
at (909) 364-2717 or ahernandez@chinohills.org**



**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016
APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.**

Please type or use a computer-generated form. Handwritten applications will not be accepted.

- 1) Name of Agency: San Bernardino County Library, James S. Thalman Chino Hills Branch
- 2) Name/Title of Workshop Attendee: _____
- 3) Mailing Address where correspondence about this application is to be sent:

<u>San Bernardino County Library, 777 E. Rialto Ave.</u>	<u>San Bernardino</u>	<u>CA</u>	<u>92415</u>
Street	City	State	Zip
- 4) Physical Address where proposed project is conducted (*if different than mailing address*). Add additional lines if there is more than one location:

<u>14020 City Center Drive</u>	<u>Chino Hills</u>	<u>CA</u>	<u>91709</u>
Street	City	State	Zip
- 5) Physical Address where project records will be kept for monitoring purposes. Add additional lines if there is more than one location:

<u>14020 City Center Drive</u>	<u>Chino Hills</u>	<u>CA</u>	<u>91709</u>
Street	City	State	Zip
- 6) Federal Tax I.D. No.: 956-00-2748
- 7) CA Franchise Tax Board I.D. No.: 800-9396-1
- 8) DUNS No.: 179263582
- 9) Contact Person's Information:

<u>Liz Smith, Librarian II, Services and Programs Lead</u>	<u>liz.smith@lib.sbcounty.gov</u>
Name/Title	Email Address
<u>(909) 387-2273</u>	<u>(909) 387-2288</u>
Phone Number	Fax Number
- 10) Authorized Person's Information (*if same as Contact Person, note "same" below*):

<u>Leonard X. Hernandez, County Librarian</u>	<u>Leonard.Hernandez@cao.sbcounty.gov</u>
Name/Title	Email Address
<u>(909) 387-2258</u>	<u>(909) 387-2288</u>
Phone Number	Fax Number

11) Project Name: Adult Literacy Services, James S. Thalman Chino Hills Branch Library

12) Briefly describe the proposed project and what goal(s) it is intended to achieve:

The Adult Literacy Services Program provides free tutoring and instructional support to illiterate adult learners in reading and writing. These English-speaking adults are assessed and matched with trained Literacy tutors. Matched tutor and learner pairs meet one to two times per week in the library for individualized instruction in reading and writing. Adult Literacy Services also provides a free Mature Driver Education Course and Computer Basics for the Seniors of Chino Hills.

The goal of the Adult Literacy Services Program is to equip adult participants with lifelong learning skills that prepare them for personal, family, career and community success. Learning to read and/or acquiring new Literacy skills has a tremendous impact upon an individual's life and opens the doors to success. The benefits of Literacy extend far beyond the ability to simply open a book and read. Greater employment opportunities, access to higher wages, increased school involvement, civic engagement and voter participation are just some of the benefits resulting from increased Literacy skills.

13) Performance Outcome Measurements

The three program performance categories listed below are required under the CDBG program by the U.S. Department of Housing and Urban Development (HUD). Please check one or more boxes under the following program performance categories that apply to your proposal.

Availability/Accessibility

This category applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low and moderate-income persons, including persons with disabilities.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☒ Promotes economic opportunity through new/improved availability

Affordability

This category applies to proposals that provide affordability, through various means, to the lives of low and moderate-income persons.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☒ Promotes economic opportunity through new/improved availability .

Promoting Livable or Viable Communities

This category applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low and moderate-income persons or by removing or eliminating slums or blighted areas.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

- 14) Please provide a brief explanation of how your proposal will address the selected program performance category. Describe the anticipated quantifiable results of your proposal for the selected category.

The Adult Literacy Program meets HUD's first CDBG National Objective by providing services that directly benefit low and moderate income persons. Additionally, the illiterate and seniors fall within in HUD's Presumed benefit criteria. The income level of program participants will be obtained by utilizing the City's CDBG Beneficiary Qualification Statement form. Literacy services will be provided to a minimum of 36 low-moderate income level residents of Chino Hills. Library staff will submit quarterly progress reports to the City of Chino Hills.

- 15) Please check one that best identifies the nature of the Project in Chino Hills¹:

☐ Start-Up ☐ One-Time ☒ Continuing ☐ Expansion

- 16) Project/Activity Type: ☒ Public Service ☐ Capital Improvement
(Requires cost estimate)

- 17) If "Capital Improvement" is selected, provide the location of the project by census tract and block group number.

Census Tract _____

Block Group _____

NOTE: Most construction projects (other than some residential rehabilitation) will be required to meet HUD labor requirements, including competitive bidding of contracts, HUD approval of contractor prior to contract award, and payment of prevailing wages.

- 18) Describe the community need(s) or issue(s) the proposed project/activity will address.

The Adult Literacy Program provides an important community service via free instructional services to adult learners who struggle with reading and low literacy skills. The program assists Chino Hills residents with reaching their individual learning goals.

¹ Start-Up - New project/program; One-Time - funding request will fulfill a one-time expenditure need; Continuing - funding request is to continue a previously funded project/program; or Expansion - an existing or a previously-funded project/program that is expanded in scope, not just that more people are served.

**Is the purpose of this project activity to:*

Help prevent homelessness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the homeless?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

- 19) Identify the specific need being addressed by the proposed project in the 2013-2018 City of Chino Hills Consolidated Plan (see Exhibit D, page 12).

As identified in the 2013-2018 City of Chino Hills Consolidated Plan, Exhibit D, the Adult Literacy Services Program provides increased access to needed community services directly targeted to "low and moderate income" persons. The Adult Literacy Program specifically targets illiterate adult learners; a presumed class within the category of Low and Moderate Income individuals. Services are also provided to the presumed class of Seniors through the Library's Mature Drivers Education Class.

- 20) Please identify unduplicated (new clients) persons/households:

Check One: ☒ Persons ☐ Households

Total number of persons or households to be served by the proposed project:

- a) Of the total number to be served, how many are Chino Hills residents: 36
- b) Of the total number to be served, how many are low/moderate-income: 36

- 21) Was this project previously funded with Chino Hills or other CDBG funds?

☒ Yes ☐ No

If yes, indicate the year(s) in which CDBG funds were received; the granting agency; the amount of funding, and whether the allocation was expended within the program year.

The James S. Thalman Chino Hills Library Adult Literacy Services Program is currently receiving CDBG funding for Fiscal Year 2015-2016, and is on track to have all funds fully expended by June 30, 2016. All funds received in Fiscal Year 2014-2015 were expended.

- 22) If your organization is a non-profit organization, provide and/or attach the following documentation as applicable:

1. Copies of both State and Federal tax exemption determination letters;
2. List of organization's board of directors, board members, and titles.
3. Copy of organization's articles of incorporation and bylaws;
4. Copy of organizational chart;
5. Copy of organization's Conflict of Interest Policy;
6. Copy of most recent annual audit or current balance sheet;
7. Copy of lease (if CDBG funding request involves reimbursement of rental expenses to conduct proposed project or make improvements to the property not owned by applicant);
8. Letter from outside organization detailing terms of donated space to conduct the proposed project; if applicable.

- 23) Is your organization considered a faith-based organization?

☐ Yes ☒ No

- 24) Describe organization's mission and goals.

The San Bernardino County Library System (SBCL) is a dynamic network of 32 branch libraries that serves a diverse population over a vast geographic area. SBCL strives to provide equal access to information, technology, Programs and services for all the people who call San Bernardino County home. SBCL envisions its role as an educational and recreational service for all people of San Bernardino County.

The mission of the San Bernardino County Library Literacy Program is to provide free, individualized literacy services and materials to our patrons, community members and their families in a confidential, student-centered environment; to equip participants with lifelong learning skills, and prepare them for personal, family, career and community success.

-
- 25) Provide number of years the organization has been in existence; describe number, type, and complexity of programs/services administered; provide number of staff and major kinds of responsibilities; and describe accounting and financial reporting system.

The San Bernardino County Library has provided Adult Literacy Services throughout the County since 1984. Each SBCL Literacy site has a Library Assistant assigned to Literacy duties who reports to their respective Branch Manager and works in team with the SBCL Literacy Committee. Adult Literacy Services at the Chino Hills Branch are provided by Library Assistant, Jamie Fischer and Branch Manager/ Librarian II, Shauna Merryman. Literacy duties include: community outreach, marketing and promotion, intake/assessment of new adult learners, recruitment and training of tutors, Mature Drivers Class (for Seniors) instruction, maintenance of program files per Federal, State and local government guidelines, assisting clients with required CDBG documents and forms, and submission of CDBG Quarterly Reports and documents. Each Literacy Site tracks participant statistics as well as accrued instructional/tutoring hours in the online database for required reporting to government agencies. Maintenance and submission of CDBG billing is provided by SBCL Administrative staff and Fiscal Assistant. Payroll records indicating labor hours dedicated to Literacy Services and other documentation of Literacy programming will be provided. CDBG funds are applied to salary only. Funds are received on reimbursement by agency warrant process. Revenues and expenditures are tracked in the Library's tracking system. Revenues are tracked by "org" code for Chino Hills branch and a "GRC" code is used to denote funds are specifically for a CDBG Grant funded program site.

-
- 26) Total Funding Request: \$ 10,000.00
-

Public Service Budget

Minimum grant request is \$5,000

(A) PERSONNEL/STAFF COSTS: Please complete the following tables

WAGES: Please provide the following information for each member of your program's staff necessary to administer the proposed program for CDBG funding. If applicable, add additional positions needed as the result of any proposed increase in services, and estimate costs accordingly.

POSITION/TITLE	VOLUNTEER (Y/N)	HOURLY RATE	HRS. PER WK.	MONTHS EMPLOYED	TOTAL COST	CDBG SHARE
Branch Manager/ Librarian II	N	\$ 23.77	40	12	\$ 49,441.00	\$ 2,000.00
Library Assistant, Literacy Assigned	N	\$ 13.25	40	12	\$ 27,560.00	\$ 8,000.00
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
SUBTOTAL FOR WAGES					\$ 77,001.00	\$ 10,000.00

FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY	TOTAL COST	CDBG SHARE
FICA	0.00%	\$	\$
SUI	0.00%	\$	\$
OTHER	0.00%	\$	\$
SUBTOTAL FOR FRINGE BENEFITS		\$ 0.00	\$ 0.00

TOTAL PERSONNEL/STAFF COSTS

TOTAL COST	CDBG SHARE
\$ 77,001.00	\$ 10,000.00

(B) PROPOSED PROGRAM BUDGET OVERVIEW: Include all costs associated with the proposed program

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
SPACE RENTAL	\$	\$
UTILITIES	\$	\$
GENERAL LIABILITY INSURANCE	\$	\$
AUTOMOBILE LIABILITY INSURANCE	\$	\$
WORKER'S COMPENSATION INSURANCE	\$	\$
OTHER INSURANCE:	\$	\$
CONSULTANT SERVICES	\$	\$
TRAVEL	\$	\$
SUPPLIES	\$ 2,200.00	\$
EQUIPMENT	\$	\$
OTHER:	\$	\$
OTHER:	\$	\$
OTHER:	\$	\$
TOTAL SUPPLIES AND SERVICES	\$ 2,200.00	\$ 0.00

TOTAL PROGRAM COSTS

TOTAL COST	CDBG SHARE
\$ 79,201.00	\$ 10,000.00

Capital Improvement Budget

You must submit one or more written cost estimates from a licensed and insured contractor with this application.

Guidance: Please use the following to present your CDBG request for funding.
 In column A, list budgeted items for your project/activity.
 In Column B, provide the projected amount and calculation for each budgeted item.
 In Column C, provide the calculation and projected amount for CDBG request of funds.

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
PERSONNEL EXPENSES	\$ 77,001.00	\$ 10,000.00
TOTAL PERSONNEL	\$ 77,001.00	\$ 10,000.00
DELIVERY COSTS		
ACQUISITION	\$	\$
SITE DEVELOPMENT	\$	\$
MATERIALS	\$ 2,200.00	\$
PHYSICAL INSPECTIONS	\$	\$
ARCHITECTURAL ENGINEERING	\$	\$
REHAB LOAN COSTS	\$	\$
PERMITS AND FEES	\$	\$
INSURANCE	\$	\$
LEGAL FEES	\$	\$
FINANCING	\$	\$
APPRAISAL COSTS	\$	\$
TOTAL DELIVERY COSTS	\$ 2,200.00	\$ 0.00
CONTRACT SERVICES		
	\$	\$
	\$	\$
TOTAL CONTRACT SERVICES	\$ 0.00	\$ 0.00
BUDGET TOTAL	\$ 79,201.00	\$ 10,000.00

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Certification**

The undersigned hereby certifies that:

1. The information contained in the project proposal is complete and accurate.
2. Application has been duly authorized by the governing body of the applicant to act on its behalf.
3. The agency shall comply with all Federal, State, and City policies and requirements affecting the CDBG program.
4. Sufficient funds are available to complete the project as described, if CDBG funds are approved.

San Bernardino County Library, James S. Thalman Chino Hills Branch

Organization

Adult Literacy Services

Project Name

Leonard X. Hernandez, County Librarian

Print Name and Title of Authorized Person


Signature of Authorized Person

12-28-2015
Date Signed

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Attachment A**

PROGRAM WORK SCHEDULE

The information provided will be used to track project progress through Quarterly Project Progress Reports. The projected goal/outcome should be broken down at least by quarters (see example below), but may be broken down into smaller time frames:

Time Frame	Work/Deliverable	Person Responsible
1st Quarter: July-September	Promotion, referrals, instruction	Library Branch Manager
	Assist 9 low/moderate clients	Lit. Assigned Lib. Assistant
2nd Quarter: October-December	Program promotion & referrals	Library Branch Manager
	Assist 9 low/moderate clients	Lit. Assigned Lib. Assistant
3rd Quarter: January-March	Assist 9 low/moderate clients	Lit. Assigned Lib. Assistant
4th Quarter: April-June	Promotion, referrals, instruction	Library Branch Manager
	Assist 9 low/moderate clients	Lit. Assigned Lib. Assistant

16-04: YMCA

CDBG Proposal Application Evaluation Worksheet**Scoring: 0=Unacceptable 1= Poor 2 = Fair 3 = Good 4 = Excellent**

Evaluation Factors		A	B	C	TOTAL
Quality of Program Design					
1	Does the proposed program/project comply with the overall regulations, goals and objectives of the CDBG program?	4	3	4	11
2	Does the application include a demonstration of unmet need?	4	3	3	10
3	Is the application proposal consistent with the needs and priorities of the Consolidated Plan?	4	3	4	11
4	Overall program merit including coordination with existing services [non-duplication] and evidence of community support	4	3	3	10
Quality of Proposal Elements					
5	Are the program activities and goals clearly defined?	4	3	3	10
6	Are there measurable outcomes and outputs for the proposed program activities?	4	3	3	10
7	Does the proposed program/project take into consideration the collaboration of resources with other public and/or private development efforts to be more effective and efficient?	4	2	3	9
8	Are the eligibility standards for low/mod and limited clientele met, as set forth by the numbers, set forth in the application?	4	1	2	7
Capacity and Experience					
9	Does the organization have the experience and staff qualifications to meet their intended program goals?	4	3	4	11
10	Has the organization demonstrated past experience in implementing and complying with federal regulations?	4	2	4	10
11	Has the organization demonstrated an ability to deliver their services?	4	3	3	10
12	Has proof of non-profit status been submitted?	4	3	4	11
Funding Request					
13	Will the proposed activity require additional funding to fully correct the conditions and/or meet the needs that exist? If so, is this funding available?	4	3	4	11
14	Does the operating budget seem adequate for the organizational structure and proposed project/activity?	4	3	3	10
15	Does the proposed cost of the project/activity justify the number of persons who will directly benefit from the project/activity?	4	2	2	8
16	Has the organization demonstrated an ability to leverage and raise other funds? Are there other financial resources available beyond CDBG funds that could be used to fund the proposal?	4	3	3	10
TOTAL		64	43	52	159

Total Points Received: 159 out of 192



Project Name: YMCA Childcare Subsidy

Page: 1

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION
Submittal Checklist**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED**

- ☒ Completed and signed application (including Attachment A); and the following mandatory attachments:
 - ☒ Copies of both State and Federal tax exemption determination letters;
 - ☒ List of organization's board of directors, board members, and titles;
 - ☒ Copy of organization's articles of incorporation and bylaws;
 - ☒ Copy of organization's conflict of interest policy;
 - ☒ Copy of most recent annual audit or current balance sheet;
 - ☐ Copy of lease (if CDBG funding request involves the reimbursement of rental expenses to conduct proposed project or make improvements to property not owned by applicant);
 - ☐ For donated space: A letter from outside organization detailing terms of donated space to conduct the proposed project, if applicable;

Submit the original and one additional complete copy of the application, including Attachment A. Submissions should be unbound on white paper with the name of the applying organization and the project name printed in the upper right corner of each page. All pages should be sequentially page numbered. Do not include tabs or colored separation sheets. A person or persons very knowledgeable of all aspects of the proposed project should attend the meetings.

**Questions may be directed to
Alma Hernandez, Senior Management Analyst
at (909) 364-2717 or ahernandez@chinohills.org**



Project Name: YMCA Childcare Subsidy Page: 2

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.**

Please type or use a computer-generated form. Handwritten applications will not be accepted.

- 1) Name of Agency: West End YMCA/Chino Valley
- 2) Name/Title of Workshop Attendee: Debra Anderson, President/CEO
- 3) Mailing Address where correspondence about this application is to be sent:

<u>5665 Edison Ave</u>	<u>Chino</u>	<u>CA</u>	<u>91710</u>
Street	City	State	Zip
- 4) Physical Address where proposed project is conducted (*if different than mailing address*). Add additional lines if there is more than one location:

<u>4980 Riverside Dr</u>	<u>Chino</u>	<u>CA</u>	<u>91710</u>
Street	City	State	Zip
- 5) Physical Address where project records will be kept for monitoring purposes. Add additional lines if there is more than one location:

<u>5665 Edison Ave & 4980 Riverside Dr</u>	<u>Chino</u>	<u>CA</u>	<u>91710</u>
Street	City	State	Zip
- 6) Federal Tax I.D. No.: 951-72-7678
- 7) CA Franchise Tax Board I.D. No.: 128326
- 8) DUNS No.: 08-414-9226
- 9) Contact Person's Information:

<u>Debra C. Anderson/President & CEO</u>	<u>deb@weymca.org</u>
Name/Title	Email Address
<u>(909) 597-7445</u>	<u>(909) 597-2072</u>
Phone Number	Fax Number
- 10) Authorized Person's Information (*if same as Contact Person, note "same" below*):

<u>Same</u>	
Name/Title	Email Address
Phone Number	Fax Number

11) Project Name: YMCA Childcare Subsidy

12) Briefly describe the proposed project and what goal(s) it is intended to achieve:

The YMCA Childcare Subsidy program will provide financial subsidy to poverty, low and moderate income families from Chino Hills to attend YMCA Licensed Childcare. This includes before-school, after-school and summer care. In providing reduced fee childcare to low and moderate income families, this gives these participants access to a safe, nurturing environment for children to learn, grow and develop social skills and ease the burden of care for working families. This access will help families be healthy, confident and secure and strengthen the Chino Hills community.

In recent years, the alternative sources of childcare assistance have been reduced. There are less County and State funds available and with more competition for charitable funds, this has created a gap in available assistance. Additional support from CDBG would help to ease this problem and allow the Y to fund more families.

13) Performance Outcome Measurements

The three program performance categories listed below are required under the CDBG program by the U.S. Department of Housing and Urban Development (HUD). Please check one or more boxes under the following program performance categories that apply to your proposal.

Availability/Accessibility

This category applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low and moderate-income persons, including persons with disabilities.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Affordability

This category applies to proposals that provide affordability, through various means, to the lives of low and moderate-income persons.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Promoting Livable or Viable Communities

This category applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low and moderate-income persons or by removing or eliminating slums or blighted areas.

- ☐ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

- 14) Please provide a brief explanation of how your proposal will address the selected program performance category. Describe the anticipated quantifiable results of your proposal for the selected category.

This program meets the selected category by providing reduced fee childcare to low & moderate income families. This improves the living environment for these families by providing a safe haven for their children while they are working & provides the children access to a nurturing environment for children to learn, grow & develop social skills. If fully funded, this program would assist 10-20 families with sliding scale childcare fees. Families could receive up to 100% assistance with their childcare fees. Average assistance on this program is 50% of the fee. Requesting \$10,000.

- 15) Please check one that best identifies the nature of the Project in Chino Hills¹:

☐ Start-Up ☐ One-Time ☒ Continuing ☐ Expansion

- 16) Project/Activity Type: ☒ Public Service ☐ Capital Improvement
(Requires cost estimate)

- 17) If "Capital Improvement" is selected, provide the location of the project by census tract and block group number.

Census Tract _____

Block Group _____

NOTE: Most construction projects (other than some residential rehabilitation) will be required to meet HUD labor requirements, including competitive bidding of contracts, HUD approval of contractor prior to contract award, and payment of prevailing wages.

- 18) Describe the community need(s) or issue(s) the proposed project/activity will address.

There is a lack of access to affordable, quality Childcare. This program addresses this by providing financial assistance to improve & increase the access. This helps to ease the financial concern of families needing quality care.

¹ Start-Up - New project/program; One-Time - funding request will fulfill a one-time expenditure need; Continuing - funding request is to continue a previously funded project/program; or Expansion - an existing or a previously-funded project/program that is expanded in scope, not just that more people are served.

**Is the purpose of this project activity to:*

- | | | |
|---|------------------------------|--|
| Help prevent homelessness? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help the homeless? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help those with HIV/AIDS? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Primarily help persons with disabilities? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

- 19) Identify the specific need being addressed by the proposed project in the 2013-2018 City of Chino Hills Consolidated Plan (see Exhibit D, page 12).

Provide needed community services which includes childcare services. This will increase the access to affordable, quality childcare

- 20) Please identify unduplicated (new clients) persons/households:

Check One: ☒ Persons ☐ Households

Total number of persons or households to be served by the proposed project:

- a) Of the total number to be served, how many are Chino Hills residents: 10
- b) Of the total number to be served, how many are low/moderate-income: 10

- 21) Was this project previously funded with Chino Hills or other CDBG funds?

☒ Yes ☐ No

If yes, indicate the year(s) in which CDBG funds were received; the granting agency; the amount of funding, and whether the allocation was expended within the program year.

Chino Hills: 2015-2016. \$10,100 will expend all. 2014-2015. \$7500 granted. Actual expended \$14,529. 2013-2014, \$8244 expended. All expended for: 12-13 \$10000. 11-12 \$10000. 10-11 \$7500. Chino: 2015-2016. \$10432 will expend all. All expended for: 14-15, \$10000. 13-14 \$5000. 12-13 \$5000, 11-12 \$5000. 10-11 \$2100. Funding for past 20 yrs

- 22) If your organization is a non-profit organization, provide and/or attach the following documentation as applicable:

1. Copies of both State and Federal tax exemption determination letters;
2. List of organization's board of directors, board members, and titles.
3. Copy of organization's articles of incorporation and bylaws;
4. Copy of organizational chart;
5. Copy of organization's Conflict of Interest Policy;
6. Copy of most recent annual audit or current balance sheet;
7. Copy of lease (if CDBG funding request involves reimbursement of rental expenses to conduct proposed project or make improvements to the property not owned by applicant);
8. Letter from outside organization detailing terms of donated space to conduct the proposed project; if applicable.

- 23) Is your organization considered a faith-based organization?

☐ Yes ☒ No

- 24) Describe organization's mission and goals.

We are a powerful association of men, women & children joined together by a shared commitment to nurturing the potential of kids, promoting healthy living & fostering a sense of social responsibility. We believe that lasting personal & social change can only come about when we all work together to invest in our kids, our health & our neighbors. Every day, we work side-by-side with our neighbors in our community to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow & thrive. Our mission is to put Judeo-Christian principles into practice to enrich the quality of spiritual, mental, physical & social life for our families, our communities & ourselves. With a focus on youth development, healthy living & social responsibility, the Y nurtures the potential of every youth & teen, improves the nation's health & well-being, & provides opportunities to give back & support neighbors. We offer financial assistance with dollars raised in annual fund-raising.

- 25) Provide number of years the organization has been in existence; describe number, type, and complexity of programs/services administered; provide number of staff and major kinds of responsibilities; and describe accounting and financial reporting system.

The Chino Valley YMCA, a branch of the West End YMCA, has existed since 1985. We have provided quality childcare for 30 years. The Y provides programs that focus on youth development, healthy living & social responsibility. We provide programs that nurture the potential of children & teens including childcare, preschool, swimming, sports & camp. We provide programs that improve health & well-being for all ages including fitness, swimming, sports & recreation. Our Y staff is comprised of 4 FT directors & 50 PT program staff. The Childcare staff is a FT director & 15 PT teachers & aides. The FT staff are responsible for the overall supervision & design of the programs and are intricately involved in the program delivery. The PT staff are responsible for program delivery. The Y follows a strict accounting & financial system monitored by corporate office & meet all mandated requirements. A prospective Y childcare participant applies for financial assistance. The application process is overseen by a Program Director & amount of the subsidy is set by a sliding scale based on County income levels. The Program Director has the discretion to increase the assistance based on special circumstances. All monies are given as a discounted rate to the participant & applied through our computer system. In addition, the Program Director keeps detailed records on the attendance & payment of the fees, including the applied financial assistance. All finances/accounting are monitored monthly by the CEO & the CFO. For this grant, the Program Director reports the dollar amount of the assistance, the unduplicated number of children receiving assistance & duplicated number of children (monthly attendance). Only Chino Hills residents are reported for this grant.

- 26) Total Funding Request: \$ 10,000.00

Public Service Budget

Minimum grant request is \$5,000

(A) PERSONNEL/STAFF COSTS: Please complete the following tables

WAGES: Please provide the following information for each member of your program's staff necessary to administer the proposed program for CDBG funding. If applicable, add additional positions needed as the result of any proposed increase in services, and estimate costs accordingly.

POSITION/TITLE	VOLUNTEER (Y/N)	HOURLY RATE	HRS. PER WK.	MONTHS EMPLOYED	TOTAL COST	CDBG SHARE
On Site Director	N	\$ 13.00	40	12	\$ 27,040.00	\$ 10,000.00
Teachers (5FTE, 51 weeks)	N	\$ 11.00	200	12	\$ 112,200.00	\$ 0.00
Aides (4FTE, 51 wks)	N	\$ 10.00	150	12	\$ 76,500.00	\$ 0.00
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
SUBTOTAL FOR WAGES					\$ 215,740.00	\$ 10,000.00

FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY	TOTAL COST	CDBG SHARE
FICA	7.65%	\$ 16,504.11	\$ 0.00
SUI	2.00%	\$ 3,899.70	\$
OTHER	6.00%	\$ 12,944.40	\$ 0.00
SUBTOTAL FOR FRINGE BENEFITS		\$ 33,348.21	\$ 0.00

TOTAL PERSONNEL/STAFF COSTS

TOTAL COST	CDBG SHARE
\$ 249,088.21	\$ 10,000.00

(B) PROPOSED PROGRAM BUDGET OVERVIEW: Include all costs associated with the proposed program

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
SPACE RENTAL	\$ 15,000.00	\$ 0.00
UTILITIES	\$ 7,500.00	\$ 0.00
GENERAL LIABILITY INSURANCE includes auto & other	\$ 20,000.00	\$ 0.00
AUTOMOBILE LIABILITY INSURANCE	\$ 0.00	\$ 0.00
WORKER'S COMPENSATION INSURANCE	\$ 21,500.00	\$ 0.00
OTHER INSURANCE:	\$ 0.00	\$ 0.00
CONSULTANT SERVICES	\$ 0.00	\$ 0.00
TRAVEL Transportation to/from schools	\$ 32,000.00	\$ 0.00
SUPPLIES	\$ 15,000.00	\$ 0.00
EQUIPMENT	\$ 0.00	\$ 0.00
OTHER: Admissions/trips	\$ 15,000.00	\$ 0.00
OTHER:	\$ 0.00	\$ 0.00
OTHER:	\$ 0.00	\$ 0.00
TOTAL SUPPLIES AND SERVICES	\$ 126,000.00	\$ 0.00

TOTAL PROGRAM COSTS

TOTAL COST	CDBG SHARE
\$ 375,088.21	\$ 10,000.00

Capital Improvement Budget

You must submit one or more written cost estimates from a licensed and insured contractor with this application.

Guidance: Please use the following to present your CDBG request for funding.
 In column A, list budgeted items for your project/activity.
 In Column B, provide the projected amount and calculation for each budgeted item.
 In Column C, provide the calculation and projected amount for CDBG request of funds.

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
PERSONNEL EXPENSES	\$	\$
TOTAL PERSONNEL	\$ 0.00	\$ 0.00
DELIVERY COSTS		
ACQUISITION	\$	\$
SITE DEVELOPMENT	\$	\$
MATERIALS	\$	\$
PHYSICAL INSPECTIONS	\$	\$
ARCHITECTURAL ENGINEERING	\$	\$
REHAB LOAN COSTS	\$	\$
PERMITS AND FEES	\$	\$
INSURANCE	\$	\$
LEGAL FEES	\$	\$
FINANCING	\$	\$
APPRAISAL COSTS	\$	\$
TOTAL DELIVERY COSTS	\$ 0.00	\$ 0.00
CONTRACT SERVICES		
	\$	\$
	\$	\$
TOTAL CONTRACT SERVICES	\$ 0.00	\$ 0.00
BUDGET TOTAL	\$ 0.00	\$ 0.00

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Certification**

The undersigned hereby certifies that:

1. The information contained in the project proposal is complete and accurate.
2. Application has been duly authorized by the governing body of the applicant to act on its behalf.
3. The agency shall comply with all Federal, State, and City policies and requirements affecting the CDBG program.
4. Sufficient funds are available to complete the project as described, if CDBG funds are approved.

West End YMCA/Chino Valley YMCA

Organization

YMCA Childcare Subsidy

Project Name

Debra C Anderson, President & CEO

Print Name and Title of Authorized Person



Signature of Authorized Person

1/7/2015

Date Signed

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Attachment A**

PROGRAM WORK SCHEDULE

Time Frame	Task/Deliverable	Person Responsible
July- September	Financial Assistance awarded to qualified participants \$2500	Childcare Staff
	Number of Qualified Children served - 3 (Unduplicated)	Childcare Staff
	Units of Service - total monthly participants – 9 (duplicated)	Childcare Staff
October –December	Financial Assistance awarded to qualified participants \$2500	Childcare Staff
	Number of Qualified Children served - 2 (Unduplicated)	Childcare Staff
	Units of Service - total monthly participants – 6 (duplicated)	Childcare Staff
January – March	Financial Assistance awarded to qualified participants \$2500	Childcare Staff
	Number of Qualified Children served – 2 (Unduplicated)	Childcare Staff
	Units of Service - total monthly participants – 6 (duplicated)	Childcare Staff
April – June	Financial Assistance awarded to qualified participants \$2500	Childcare Staff
	Number of Qualified Children served – 3 (Unduplicated)	Childcare Staff
	Units of Service - total monthly participants – 9 (duplicated)	Childcare Staff

16-05: FAMILY SERVICE ASSOCIATION

Project: FSA**CDBG Proposal Application Evaluation Worksheet****Scoring:** 0=Unacceptable 1= Poor 2 = Fair 3 = Good 4 = Excellent

Evaluation Factors		A	B	C	TOTAL
Quality of Program Design					
1	Does the proposed program/project comply with the overall regulations, goals and objectives of the CDBG program?	4	3	4	11
2	Does the application include a demonstration of unmet need?	4	3	3	10
3	Is the application proposal consistent with the needs and priorities of the Consolidated Plan?	4	3	4	11
4	Overall program merit including coordination with existing services [non-duplication] and evidence of community support	4	3	3	10
Quality of Proposal Elements					
5	Are the program activities and goals clearly defined?	4	3	3	10
6	Are there measurable outcomes and outputs for the proposed program activities?	4	4	4	12
7	Does the proposed program/project take into consideration the collaboration of resources with other public and/or private development efforts to be more effective and efficient?	4	3	3	10
8	Are the eligibility standards for low/mod and limited clientele met, as set forth by the numbers, set forth in the application?	4	4	4	12
Capacity and Experience					
9	Does the organization have the experience and staff qualifications to meet their intended program goals?	4	3	4	11
10	Has the organization demonstrated past experience in implementing and complying with federal regulations?	4	4	4	12
11	Has the organization demonstrated an ability to deliver their services?	3	3	4	10
12	Has proof of non-profit status been submitted?	4	3	4	11
Funding Request					
13	Will the proposed activity require additional funding to fully correct the conditions and/or meet the needs that exist? If so, is this funding available?	4	3	4	11
14	Does the operating budget seem adequate for the organizational structure and proposed project/activity?	4	3	4	11
15	Does the proposed cost of the project/activity justify the number of persons who will directly benefit from the project/activity?	4	4	4	12
16	Has the organization demonstrated an ability to leverage and raise other funds? Are there other financial resources available beyond CDBG funds that could be used to fund the proposal?	4	3	4	11
TOTAL		63	52	60	175

Total Points Received: 175 out of 192



Family Service Association
21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557
Phone 951.686.1096 / Fax 951.276.9542
Web: www.fsaca.org

"Family Strength is Community Strength"

Serving Since 1953

Alma Hernandez
Senior Management Analyst
City of Chino Hills
Community Services Department
14000 City Center Drive
Chino Hills, CA 91709

RE: Community Development Block Grant Application 2016 - 2017

Date: January 7, 2016

Ms. Hernandez:

Family Service Association is your partner to provide meals to senior residents over the age of 60 in the Chino Valley region. We are the contractor authorized through the San Bernardino Department of Aging and Adult Services (DAAS) and contracted with the City of Chino Hills to provide meals to the senior citizens of Chino Hills.

FSA provides a food safety net to at least 114 senior residents in the City of Chino Hills service area. We are projecting to serve over 5,000 meals in the 2016 - 2017 fiscal year. The city's senior population has grown over 86% in the past 10 years based on the 2010 census. We are prepared to meet this growth with the active participation of all our stakeholders: Federal-State-County Government, seniors participating in the program and most importantly the support of the local community for their senior population. Without the support of all the stakeholders, we risk not being able to keep up with our rising costs and increased growth of our senior population in the region.

We have the commitment of our government and senior participants for our program. We are requesting that the City of Chino Hills approve our CDBG request as our local community partner. FSA is very grateful and appreciative of the past two years of financial support the City has been providing to serve the senior residents of your city.

We, FSA, are committed to serving the citizens of Chino Hills with our program. Please go to our web site at www.fsaca.org for more information on our Agency and on our Senior Nutrition program. If you have any questions or require clarifications to our documentation, please feel free to contact me or our Program Administrator for Senior Nutrition, Tom Donahue at ttonahue@fsaca.org. His office phone number is (951) 342-3057.

Thank you for your consideration of our CDBG application.

All the best,

Dom Betro | Chief Executive Officer





Project Name: FSA - More Than a Meal Page: 1

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION
Submittal Checklist**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED**

- ☒ Completed and signed application (including Attachment A); and the following mandatory attachments:
 - ☒ Copies of both State and Federal tax exemption determination letters;
 - ☒ List of organization's board of directors, board members, and titles;
 - ☒ Copy of organization's articles of incorporation and bylaws;
 - ☒ Copy of organization's conflict of interest policy;
 - ☒ Copy of most recent annual audit or current balance sheet;
 - ☐ Copy of lease (if CDBG funding request involves the reimbursement of rental expenses to conduct proposed project or make improvements to property not owned by applicant);
 - ☐ For donated space: A letter from outside organization detailing terms of donated space to conduct the proposed project, if applicable;

Submit the original and one additional complete copy of the application, including Attachment A. Submissions should be unbound on white paper with the name of the applying organization and the project name printed in the upper right corner of each page. All pages should be sequentially page numbered. Do not include tabs or colored separation sheets. A person or persons very knowledgeable of all aspects of the proposed project should attend the meetings.

Questions may be directed to
Alma Hernandez, Senior Management Analyst
at (909) 364-2717 or ahernandez@chinohills.org



**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
APPLICATION**

**APPLICATION DEADLINE:
5:00 P.M. on Thursday, January 7, 2016**

**APPLICATIONS SENT BY FAX OR E-MAIL WILL NOT BE ACCEPTED.
LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.**

Please type or use a computer-generated form. Handwritten applications will not be accepted.

- 1) Name of Agency: Family Service Association dba FSA
- 2) Name/Title of Workshop Attendee: Jeanne Joyce, Office Manager
- 3) Mailing Address where correspondence about this application is to be sent:

<u>21250 Box Springs Rd., Ste. 212</u>	<u>Moreno Valley</u>	<u>CA</u>	<u>92557</u>
Street	City	State	Zip
- 4) Physical Address where proposed project is conducted (*if different than mailing address*). Add additional lines if there is more than one location:

<u>13170 Central Ave.</u>	<u>Chino</u>	<u>CA</u>	<u>92316</u>
Street	City	State	Zip
- 5) Physical Address where project records will be kept for monitoring purposes. Add additional lines if there is more than one location:

<u>21250 Box Springs Rd., Ste. 101</u>	<u>Moreno Valley</u>	<u>CA</u>	<u>92557</u>
Street	City	State	Zip
- 6) Federal Tax I.D. No.: 951-80-3694
- 7) CA Franchise Tax Board I.D. No.: 0279273
- 8) DUNS No.: 791329071
- 9) Contact Person's Information:

<u>Tom Donahue, Program Administrator</u>	<u>tdonahue@fsaca.org</u>
Name/Title	Email Address
<u>(951) 342-3057</u>	<u>(951) 342-3055</u>
Phone Number	Fax Number
- 10) Authorized Person's Information (*if same as Contact Person, note "same" below*):

<u>Dom Betro, Chief Executive Officer</u>	<u>dbetro@fsaca.org</u>
Name/Title	Email Address
<u>951-686-1096</u>	<u>951-276-9542</u>
Phone Number	Fax Number

11) Project Name: FSA - More Than a Meal

12) Briefly describe the proposed project and what goal(s) it is intended to achieve:

Family Service Association (FSA) proposes to continue to provide services to the senior residents of the City of Chino Hills who are most at-risk due to poverty & a lack of adequate resources to help them with the complexity of age related issues. FSA operates the Senior Nutrition Program at the Chino Senior Center where meals are provided to seniors 60 years of age & older. The meals are provided in 2 different ways; the congregate meal which is served at the senior center in a group setting & the home-delivered meal which is delivered to seniors who are homebound by reason of illness, incapacity, disability, & a lack of transportation. The goal of the project is to help seniors stay healthy & independent through the balanced meals & the benefit of social interaction in the congregate program. Local support is more critical than ever due to decreased funding levels received from federal & state programs. This is in the face of the growing need for seniors who are homebound in the Chino Valley region. Chino Hills CDBG funding has helped start 10 senior residents in the home delivered meal program.

13) Performance Outcome Measurements

The three program performance categories listed below are required under the CDBG program by the U.S. Department of Housing and Urban Development (HUD). Please check one or more boxes under the following program performance categories that apply to your proposal.

Availability/Accessibility

This category applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low and moderate-income persons, including persons with disabilities.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Affordability

This category applies to proposals that provide affordability, through various means, to the lives of low and moderate-income persons.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

Promoting Livable or Viable Communities

This category applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low and moderate-income persons or by removing or eliminating slums or blighted areas.

- ☒ Enhances the living environment through new/improved availability
- ☐ Creates decent housing with new/improved availability
- ☐ Promotes economic opportunity through new/improved availability

- 14) Please provide a brief explanation of how your proposal will address the selected program performance category. Describe the anticipated quantifiable results of your proposal for the selected category.

FSA is providing a benefit to principally low and moderate-income persons. All of the seniors we are serving in Chino Hills are in the low to moderate income range. 44% of them are in the extremely low income range, 28% of them are in the low income range and 28% of them are in the moderate income range. The funding from Chino Hills will support the growing need for meals served in the Chino Hills region. The senior population in Chino Hills has grown 85% between the years 2000 and 2010. Our meal growth projection is in alignment with the growth in senior population.

- 15) Please check one that best identifies the nature of the Project in Chino Hills¹:

☐ Start-Up ☐ One-Time ☒ Continuing ☐ Expansion

- 16) Project/Activity Type: ☒ Public Service ☐ Capital Improvement
(Requires cost estimate)

- 17) If "Capital Improvement" is selected, provide the location of the project by census tract and block group number.

Census Tract _____

Block Group _____

NOTE: Most construction projects (other than some residential rehabilitation) will be required to meet HUD labor requirements, including competitive bidding of contracts, HUD approval of contractor prior to contract award, and payment of prevailing wages.

- 18) Describe the community need(s) or issue(s) the proposed project/activity will address.

FSA is providing meals to seniors 60 and older who are living in the very low to moderate income range in Chino Hills. FSA does not require seniors to pay for the meal. A donation is suggested, however, a senior is never turned away for lack of ability to donate.

¹ Start-Up -- New project/program; One-Time -- funding request will fulfill a one-time expenditure need; Continuing -- funding request is to continue a previously funded project/program; or Expansion -- an existing or a previously-funded project/program that is expanded in scope, not just that more people are served.

**Is the purpose of this project activity to:*

Help prevent homelessness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the homeless?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

- 19) Identify the specific need being addressed by the proposed project in the 2013-2018 City of Chino Hills Consolidated Plan (see Exhibit D, page 12).

FSA specifically targets seniors 60 years of age & older who face barriers to such basic needs as even receiving a daily nutritious meal. These seniors are living in the low/moderate income range. The homebound seniors face the hardest barriers to having a sufficient amount of food to survive. The majority of them are frail, and emotionally/physically unable to prepare meals. Most of them lack all of the resources for providing at least one meal a day for themselves.

- 20) Please identify unduplicated (new clients) persons/households:

Check One: ☒ Persons ☐ Households

Total number of persons or households to be served by the proposed project:

- a) Of the total number to be served, how many are Chino Hills residents: 114
- b) Of the total number to be served, how many are low/moderate-income: 114

- 21) Was this project previously funded with Chino Hills or other CDBG funds?

☒ Yes ☐ No

If yes, indicate the year(s) in which CDBG funds were received; the granting agency; the amount of funding, and whether the allocation was expended within the program year.

The following years FSA received CDBG funds from the City of Chino Hills. Each year the allocation was expended within the program year.

2013-2014 \$8,000 2014-2015 \$8,000 2015-2016 \$8,000

- 22) If your organization is a non-profit organization, provide and/or attach the following documentation as applicable:

1. Copies of both State and Federal tax exemption determination letters;
2. List of organization's board of directors, board members, and titles.
3. Copy of organization's articles of incorporation and bylaws;
4. Copy of organizational chart;
5. Copy of organization's Conflict of Interest Policy;
6. Copy of most recent annual audit or current balance sheet;
7. Copy of lease (if CDBG funding request involves reimbursement of rental expenses to conduct proposed project or make improvements to the property not owned by applicant);
8. Letter from outside organization detailing terms of donated space to conduct the proposed project; if applicable.

- 23) Is your organization considered a faith-based organization?

☐ Yes ☒ No

- 24) Describe organization's mission and goals.

FSA's mission is: Building community one family at a time, through compassion, advocacy and comprehensive model services, fostering self-sufficiency and sustainable impacts. FSA's social entrepreneurial advocacy has grown from 15 employees supporting mental health services in the City of Riverside to an agency that employs over 400 employees and engages over 400 volunteers in providing services throughout Southern California. The latest example of this advocacy is FSA's Mobile Fresh program. This program is a 47 foot mobile grocery store that brings fresh produce and groceries to food desert areas including the Chino Valley region.

-
- 25) Provide number of years the organization has been in existence; describe number, type, and complexity of programs/services administered; provide number of staff and major kinds of responsibilities; and describe accounting and financial reporting system.

Family Service Association (FSA) has been a major provider of services for individuals and families for 62 years. FSA focuses on 7 different programs to provide a variety of services. Child Development Centers: FSA currently has ten that provide a safe, stimulating and enriching environment with highly qualified staff for children from infancy to preschool age. Community and Senior Centers: FSA has four that serve as a place where people of all ages receive a variety of human and social services. Mental Health Services: Services are offered at six different sites, offering affordable, accessible and high quality counseling and support services. Affordable Housing: The agency formed a Community Housing Development Corporation in 2009 to establish Affordable Housing for low-income families and Housing Counseling services to address the economic and housing crisis we face in the Inland Empire. Senior Nutrition Services: FSA provides meals at 28 different sites throughout San Bernardino and Riverside counties. The FSA HOPE Colaborative: FSA promotes the safety of children and prevents abuse and neglect in Riverside County. Mobile Fresh: This is a new grocery store on wheels that combines the convenience of a corner store with the freshness of a Farmer's Market. FSA currently employs 422 people. FSA has well established policies for accounting and financial reporting, which includes budget planning, indirect costs, cash deposits, taxing authorities, and payroll procedures.

-
- 26) Total Funding Request: \$ 10,000.00
-

Public Service Budget

Minimum grant request is \$5,000

(A) PERSONNEL/STAFF COSTS: Please complete the following tables

WAGES: Please provide the following information for each member of your program's staff necessary to administer the proposed program for CDBG funding. If applicable, add additional positions needed as the result of any proposed increase in services, and estimate costs accordingly.

POSITION/TITLE	VOLUNTEER (Y/N)	HOURLY RATE	HRS. PER WK.	MONTHS EMPLOYED	TOTAL COST	CDBG SHARE
Senior Cook	N	\$ 10.30	40	12	\$ 21,424.00	\$ 0.00
Cook	N	\$ 10.00	30	12	\$ 15,600.00	\$ 10,000.00
Driver	N	\$ 10.00	30	12	\$ 15,600.00	\$ 0.00
Case Worker	N	\$ 10.30	40	12	\$ 21,424.00	\$ 0.00
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
		\$			\$	\$
SUBTOTAL FOR WAGES					\$ 74,048.00	\$ 10,000.00

FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY	TOTAL COST	CDBG SHARE
FICA	7.65%	\$ 5,664.67	\$
SUI	1.00%	\$ 740.48	\$
OTHER	21.00%	\$ 15,550.08	\$
SUBTOTAL FOR FRINGE BENEFITS		\$ 21,955.23	\$ 0.00

TOTAL PERSONNEL/STAFF COSTS

TOTAL COST	CDBG SHARE
\$ 96,003.23	\$ 10,000.00

(B) PROPOSED PROGRAM BUDGET OVERVIEW: Include all costs associated with the proposed program

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
SPACE RENTAL	\$	\$
UTILITIES	\$	\$
GENERAL LIABILITY INSURANCE	\$ 500.00	\$
AUTOMOBILE LIABILITY INSURANCE	\$	\$
WORKER'S COMPENSATION INSURANCE	\$	\$
OTHER INSURANCE:	\$	\$
CONSULTANT SERVICES	\$ 600.00	\$
TRAVEL	\$ 5,400.00	\$
SUPPLIES	\$ 114,763.00	\$
EQUIPMENT Repair and Maintenance	\$ 1,000.00	\$
OTHER: Allocated Overhead	\$ 17,280.54	\$
OTHER:	\$	\$
OTHER:	\$	\$
TOTAL SUPPLIES AND SERVICES	\$ 139,543.54	\$ 0.00

TOTAL PROGRAM COSTS

TOTAL COST	CDBG SHARE
\$ 235,546.77	\$ 10,000.00

Capital Improvement Budget

You must submit one or more written cost estimates from a licensed and insured contractor with this application.

Guidance: Please use the following to present your CDBG request for funding.
 In column A, list budgeted items for your project/activity.
 In Column B, provide the projected amount and calculation for each budgeted item.
 In Column C, provide the calculation and projected amount for CDBG request of funds.

A) COST CATEGORY	B) TOTAL COST	C) CDBG SHARE
PERSONNEL EXPENSES	\$	\$
TOTAL PERSONNEL	\$ 0.00	\$ 0.00
DELIVERY COSTS		
ACQUISITION	\$	\$
SITE DEVELOPMENT	\$	\$
MATERIALS	\$	\$
PHYSICAL INSPECTIONS	\$	\$
ARCHITECTURAL ENGINEERING	\$	\$
REHAB LOAN COSTS	\$	\$
PERMITS AND FEES	\$	\$
INSURANCE	\$	\$
LEGAL FEES	\$	\$
FINANCING	\$	\$
APPRAISAL COSTS	\$	\$
TOTAL DELIVERY COSTS	\$ 0.00	\$ 0.00
CONTRACT SERVICES		
	\$	\$
	\$	\$
TOTAL CONTRACT SERVICES	\$ 0.00	\$ 0.00
BUDGET TOTAL	\$ 0.00	\$ 0.00

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Certification**

The undersigned hereby certifies that:

1. The information contained in the project proposal is complete and accurate.
2. Application has been duly authorized by the governing body of the applicant to act on its behalf.
3. The agency shall comply with all Federal, State, and City policies and requirements affecting the CDBG program.
4. Sufficient funds are available to complete the project as described, if CDBG funds are approved.

Family Service Association dba FSA

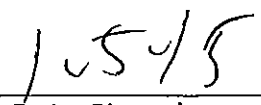
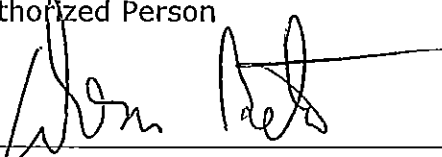
Organization

FSA - More Than a Meal

Project Name

Dom Betro, Chief Executive Officer

Print Name and Title of Authorized Person



Signature of Authorized Person

Date Signed

**CITY OF CHINO HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION
Attachment A**

PROGRAM WORK SCHEDULE

The information provided will be used to track project progress through Quarterly Project Progress Reports. The projected goal/outcome should be broken down at least by quarters (see example below), but may be broken down into smaller time frames:

Time Frame	Task/Deliverable	Person Responsible
July 2016 - Sept 2016	Provide lunch to seniors M - F Deliver meals to seniors	Tom Donahue
Oct 2016 - Dec 2016	Provide lunch to seniors M - F Deliver meals to seniors	Tom Donahue
Jan 2017 - Mar 2017	Provide lunch to seniors M - F Deliver meals to seniors	Tom Donahue
Apr 2017 - June 2017	Provide lunch to seniors M - F Deliver meals to seniors	Tom Donahue