



A G E N D A

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 26, 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:** Pastor Jason Andrews, Chino Valley Community Church

1. **RECOGNITION - RUBEN S. AYALA HIGH SCHOOL BOYS VARSITY BASKETBALL TEAM:** Presentation of Certificates of Recognition to the Boys Varsity Basketball Team as the 2016 CIF - SS Division 2AA Champions and the 2016 Division 3 Southern California Regional Champions

Austen Awosika
Michael Davy
Garrett Grommes
Oscar Pina

Marcus Cervantes
John Edgar
Joel Navarro
Miles President

Evan Clark
Jakob Gonzalez
Sean Paul
Joshua Tang

Head Coach: John Mounce

Assistant Coaches:

Luke Colias
Allen Hollis
Dan Roche

Bryan Flores
Steven Maloof

Athletic Director: Warren Reed

Manager: Sergio Velasquez

School Principal: Diana Yarboi

2. **PROCLAMATION - Water Awareness Month:** Proclaiming the month of May as Water Awareness Month; to be accepted by Mark Wiley, Water and Sewer Manager.

3. **INTRODUCTION - Water Conservation Poster Contest Judges:**

- Robert Gannon, Parks and Recreation Commission
- Gary Larson, Planning Commission
- Bill McDonnell, Public Works Commission
- Cheryl Yeamans, Public Works Staff

4. **RECOGNITION - Winners of the 2016 Annual Water Conservation Poster Contest and Teacher Award:**

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Emma Shiozaki, Wickman Elementary School
Annie Kung, Eagle Canyon Elementary School
Jay Bhullar, Rolling Ridge Elementary School
Zoe Villegas-Kellerman, Litel Elementary School
Derek Yang, Wickman Elementary School
Audrey Han, Wickman Elementary School

<u>Sixth Grade</u>	Jason Goo, Hidden Trails Elementary School
<u>Seventh Grade</u>	Joshua Chou, Chaparral Middle School
<u>Eighth Grade</u>	Ashley Robles, Canyon Hills Junior School
<u>Eleventh Grade</u>	Sophia Yujin Yang, Diamond Bar High School

<u>Grand Prize, Grades K-3</u>	Ethan Hsiao, Rolling Ridge Elementary School
<u>Grand Prize, Grades 4-6</u>	Priyasha Panigrahi, Country Springs Elementary School
<u>Grand Prize, Grades 7-12</u>	Myra Zhan, Ayala High School

<u>Teacher Participant Award</u>	Mrs. Stuchura, 5 th Grade Teacher at Butterfield Ranch Elementary
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5. PROCLAMATION - Day of Prayer: Proclaiming May 5, 2016 as National Day of Prayer; to be accepted by Associate Pastor Gary Overholt.
6. PROCLAMATION - Wildfire Awareness Week: Proclaiming the week of May 1-7, 2016 as Wildfire Awareness Week; to be accepted by Tim Shackelford, Fire Chief Chino Valley Fire District.
7. CITY TILE - Guillen: Presentation of City Tile to Police Chief Robert Guillen for his dedicated service to the Community.
8. 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 A7 - *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 April 12, 2016 City Council Meeting Minutes](#)
- A2. [Approve Warrant Registers for period of March 17 through April 6, 2016 in amount of \\$2,959,376.28](#)
- A3. [Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of March 23 through April 12, 2016](#)

- A4. [Authorize execution of Professional Service Agreement with RJM Design Group in amount not-to-exceed \\$250,000 for Architectural and final Design Services for Bird Farm Park Project](#)
- A5. [Accept donation of \\$10,000 from Chino Hills Community Foundation for additional enhancements to Chino Hills Community Center; approve increase in Recreation Fund and appropriation increase in Capital Outlay Recreation Fund of \\$10,000 each](#)
- A6. [Approve concept design for Pipeline Avenue raised Median Project as recommended by Public Works Commission](#)
- A7. [Authorize execution of Professional Service Agreement with Lance, Soll and Lunghard, LLP not-to-exceed \\$159,620 for financial auditing and report preparation services through Fiscal Year 2017-18](#)

B. ITEMS INITIATED BY COUNCIL

- B1. [Appoint a Student Member to the Parks and Recreation Commission](#)

C. PUBLIC HEARING - *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. [Introduce an Ordinance entitled: An Ordinance of the City Council of the City of Chino Hills, California, Amending the Chino Hills Municipal Code Title 16, Chapter 16.10 Residential Districts Relative to Impervious Surface Coverage and Paving within the Front Yard Setback of Single-Family Residential Properties and Finding Proposed Development Code Amendment No. 16DCA01 Exempt from Review Under the California Environmental Quality Act - For first reading by title only - Waive further reading](#)
- C2. [Approve Community Development Block Grant Program 2016-2017 Draft Action Plan](#)

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire (if any)

COUNCIL REPORTS

Chino Valley Fire District - Council Member Moran

COUNCIL COMMENTS

ADJOURN IN MEMORIAM: Adjourn in memory of Chino Hills Resident Lenore Welborn who passed away on April 7, 2016 at the age of 92.

ADJOURNMENT:

MINUTES

Item No.: A01

CITY COUNCIL CITY OF CHINO HILLS

APRIL 12, 2016
REGULAR MEETING

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

PRESENT: COUNCIL MEMBERS: RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
ELIZABETH CALCIANO, ASSISTANT CITY ATTORNEY
CHERYL BALZ, CITY CLERK

PUBLIC COMMENTS

There were no public comments.

RECESS TO CLOSED SESSION

Vice Mayor Marquez declared the meeting recessed at 6:01 p.m. for closed session.

Mayor Bennett and Council Member Rogers arrived at 6:04 p.m.

PROPERTY NEGOTIATIONS - 2100 FOUNDERS DRIVE

Conference with real property negotiators pursuant to Government Code Section 54956.8 for price and terms for property located at 2100 Founders Drive; APN's: 1024-431-02 and 03; Tom Cao; Michael Canfield, Foremost Companies; Richard Lewis, Lewis Acquisition Company, LLC; Ryan Aeh, Quail Capital Investments, LLC; and Eric Nelson, Trumark Homes, LLC Negotiators; and Konradt Bartlam, City Negotiator

CLOSED SESSION RECESS

Mayor Bennett recessed the Closed Session at 6:42 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
ELIZABETH CALCIANO, ASSISTANT CITY ATTORNEY
CHERYL BALZ, CITY CLERK
DENISE CATTERN, PUBLIC INFORMATION OFFICER
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
LYNNAE SISEMORE, ASSISTANT CITY CLERK
STEVE NIX, CITY ENGINEER
FIRE CHIEF TIM SHACKELFORD, CHINO VALLEY FIRE
DEPARTMENT

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Sharon Wilkins, resident.

INVOCATION

Led by Pastor Nathan Goble, Chino Valley Community Church.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no reportable action taken in Closed Session.

PROCLAMATION - CHILD ABUSE PREVENTION MONTH

Mayor Bennett presented a Proclamation proclaiming April as Child Abuse Prevention Month to Janki Naik, San Bernardino County Children's Network Staff Analyst. Ms. Naik thanked the City Council for the recognition.

PROCLAMATION - NATIONAL VOLUNTEER WEEK

Mayor Bennett presented a Proclamation proclaiming April 10-16, 2016 as National Volunteer Week, to Volunteer Kelly Bracamontes. She thanked the City Council for the acknowledgment.

HIGHLIGHTED VOLUNTEER - KELLY BRACAMONTES

Mayor Bennett presented a Certificate of Recognition to Kelly Bracamontes as the Highlighted Volunteer of the Quarter, for her volunteer service with the Chino Hills Art "chARTS" Committee.

Luigi Luciano, Field Representative for Assemblywoman Ling Ling Chang presented a Certificate of Recognition to Ms. Bracamontes.

Mayor Bennett also presented Certificates of Recognition to Ms. Bracamontes on behalf of Congressman Ed Royce and San Bernardino County, 4th District Supervisor Curt Hagman.

Council Member Rogers thanked Ms. Bracamontes for her efforts in coordinating art shows in the community and volunteering her time.

INTRODUCTION – New City Employees: Mayor Bennett introduced the following new City employees:

- Emily Ortiz, Administrative Assistant II, Community Services
- Jessica Mejia, Deputy City Clerk II
- Robyn Harvey, Administrative Assistant I, Engineering

PUBLIC COMMENTS

Gel De Los Santos, Chino Valley Chamber of Commerce, spoke of upcoming Chamber events in the City.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR

Item numbers A6, regarding an agreement with Onward Engineering, and A7, relating to a Change Order with Sequel Contractors, Inc., were pulled for discussion and separate votes.

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

MINUTES

The City Council approved the March 22, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of March 3 through March 16, 2016 in the amount of \$2,539,821.61, 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 March 9 through March 22, 2016, as presented.

FINANCIAL REPORTS

The City Council received and filed the Monthly Financial Reports for February 2016.

TREASURER REPORT

The City Council approved the Treasurer's Report for February 2016.

NOTICE OF COMPLETION - HICKORY CREEK STREAM RESTORATION PROJECT

The City Council (1) accepted the Hickory Creek Stream Restoration Project by Trident Contractors, Inc., as complete; (2) authorized the City Clerk to record the Notice of Completion; (3) authorized the release of retention monies in the amount of \$16,041.15, forty-five days after acceptance of the work by the City Council; (4) authorized the release of any remaining encumbrance after final payment of retention; (5) authorized the reduced the amount of the Performance Bond to 15 percent for warranty purposes for a one year period; and (6) authorized the release of the Labor and Materials Bond seven months after the recordation of the Notice of Completion.

AGREEMENT - COST OF SERVICE AND RATE DESIGN STUDY

The City Council authorized the execution of Professional Services Agreement No. A2016-068 with Raftelis Financial Consultants, Inc., in an amount not-to-exceed \$109,605 to prepare a Cost of Service and Rate Design Study for Domestic Water and Recycled Water.

BID AWARD - BUTTERFIELD 10-INCH FORCE MAIN RELOCATION

The City Council (1) awarded a bid and contract to C.P. Construction Co. Inc., Agreement No. A2016-067 in the amount of \$269,670, for the construction of the Butterfield 10-inch Force Main Relocation at Pine Avenue and Chino Creek Project; (2) authorized staff to issue a Notice of Award; (3) authorized staff to accept the performance and payment bonds, proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of such; (4) authorized the City Manager, at his discretion, to approve cumulative change orders up to 10 percent (\$26,967) of the awarded contract amount; and (5) approved a transfer of \$134,500 from the Unreserved Fund Balance in the Sewer Utility Fund to the Capital Improvement Fund.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DISCUSSION CALENDAR

AGREEMENT - PRELIMINARY AND FINAL DESIGN SERVICES - LOS SERRANOS INFRASTRUCTURE - ATP PROJECT

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

City Engineer Nix briefed the City Council on the staff report, which is on file in the City Clerk's office. Following discussion, a motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to authorize the execution of Professional Services Agreement No. A2016-069 with Onward Engineering in an amount not-to-exceed \$102,230 for preliminary and final design services associated with the Los Serranos Infrastructure - ATP project.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

CHANGE ORDER - LOS SERRANOS INFRASTRUCTURE IMPROVEMENTS - SAFE ROUTES TO SCHOOL (SRTS) - PHASE 2 PROJECT

Council Members Graham and Rogers and Vice Mayor Marquez removed this item from the Consent Calendar for further discussion and separate vote.

City Engineer Nix provided a report on the project and stated for the record a correction to the change order dollar amount on the agenda. He said the \$30,861.52 should have been reflected as an overall credit toward the improvement project. Following discussion, a motion was made by Council Member Graham and seconded by Vice Mayor Marquez, to approve Change Order No. 3 to Agreement No. A2015-192 with Sequel Contractors Inc., in the amount of (\$30,861.52) for Los Serranos Infrastructure Improvements - Safe Routes to School - Phase 2 Project.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ITEMS INITIATED BY COUNCIL

Council Member Graham announced his absence at the next City Selection Committee meeting in May, and requested a delegate be appointed in his absence.

Following discussion, a motion was made by Council Member Graham and seconded by Vice Mayor Marquez to appoint Council Member Peter Rogers as the delegate for the City Selection Committee Meeting on May 4, 2016. City Clerk Balz noted that in addition to the May 4th meeting delegate, it is recommended that an appointment be made for the remainder of the Mayor's term. Following further discussion, a motion was made by Council Member Rogers and seconded by Vice Mayor Marquez to appoint Council Member Graham as delegate for the remainder of the Mayor's term.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PLANNING COMMISSION MATTERS

TRACT HOME DESIGN REVIEW NO. 426 - TRACT 16338 (VILA BORBA PLANNING AREA 3) CALATLANTIC

Adopted a resolution approving Tract Home Design Review No. 426 for development of 149 single-family detached homes located within Tract 16338 (Vila Borba Planning Area 3) located southeast of Butterfield Ranch Road and Avenida De Portugal, based on the findings of facts and subject to the Conditions of Approval: CalAtlantic, Applicant

TRACT HOME DESIGN REVIEW NO. 427 - TRACT 16413 (VILA BORBA PLANNING AREA 2) CALATLANTIC

Adopted a resolution approving Tract Home Design Review No. 427 for the development of 19 single-family detached homes located within Tract 16413 (Vila Borba Planning Area 2) located southwest of Butterfield Ranch Road and Avenida De Portugal, based on the findings of facts and subject to the Conditions of Approval: CalAtlantic, Applicant

EXTENSION OF TIME NO. 16EXT01 - TENTATIVE TRACT MAP 16413

Adopted a resolution approving Extension of Time No. 16EXT01 for Tentative Tract Map 16413 to subdivide 19.86 acres of vacant land to create 19 single-family residential properties (Vila Borba Planning Area 2) located on southwest side of Butterfield Ranch Road and Avenida De Portugal, based on the findings of facts and subject to the Conditions of Approval: CalAtlantic, Applicant

EXTENSION OF TIME NO. 16EXT02 - TENTATIVE TRACT MAP 16338

Adopted a resolution approving Extension of Time No. 16EXT02 for Tentative Tract Map 16338 to subdivide 86.4 acres of vacant land to create 149 residential lots (Vila Borba Planning Area 3) located on southeast side of Butterfield Ranch Road and Avenida De Portugal, based on the findings of facts and subject to the Conditions of Approval: CalAtlantic, Applicant

EXTENSION OF TIME NO. 16EXT03 - TENTATIVE TRACT MAP 16414

Adopted a resolution approving Extension of Time No. 16EXT03 for Tentative Tract Map 16414 to subdivide 23.74 acres of vacant land to create 280 multi-family attached dwelling units and 5-acres of commercial (Vila Borba Planning Area 4) located on northeast side of Butterfield Ranch Road and Avenida De Portugal, based on the findings of facts and subject to the Conditions of Approval: CalAtlantic, Applicant

Council Member Rogers inquired about the project timeline extensions.

Community Development Director Lombardo briefed the City Council on the development timeline and lead time of the project extensions.

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

PUBLIC HEARING

FACILITIES FEES - RESOLUTION ADOPTED

Finance Director Lancaster briefed the City Council on the staff report, which is on file in the City Clerk's office.

Mayor Bennett opened the public hearing and inquired if anyone wished to address the City Council on the matter. Hearing none, Mayor Bennett closed the public hearing. Following discussion, a motion was made by Council Member Graham, seconded by Council Member Rogers to adopt a **Resolution No. 2016R-014** of the City Council of the City of Chino Hills, To Adopt the Annual Adjustment to the Traffic, Water, Sewer, and Storm Drain Facilities Fees by a Price Factor as Authorized by Chino Hills Municipal Code Section 3.40.120.C and Determine this Resolution is Exempt from Review under the California Environmental Quality Act.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT

Public Information Officer (PIO) Cattern announced that the Chino Hills Arts "chARTS" Committee is hosting a Kid's Art Expo on Saturday, April 23, 2016 from 10:00 a.m. to 1:00 p.m. at the Shoppes at Chino Hills. She stated that the event is free but registration is required. To register in person visit the Chino Hills Community Center at 14250 Peyton Drive, or online at www.chinohills.org/chARTS. PIO Cattern spoke of the Leash Law in the City. She said that all dogs must be on a leash six-feet or less everywhere in the City except in the contained area of the Vila Borba dog park.

SAFETY UPDATES

Police: Chief Guillen stated that there were recent acts of vandalism at public schools, and that several arrests occurred in those instances.

Fire: Fire Chief Shackelford reported that the Chino Valley Fire District paramedic squad deployments have drastically reduced their response times by nearly 35 to 45 seconds since early January.

COUNCIL REPORTS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Mayor Bennett reported that the school district board meeting was moved to Woodcrest Jr. High School which included a student showcase from Country Springs Elementary School. He stated that the Chino Hills High School Boys Varsity Basketball Team was recognized, along with Erika Aguilar for winning the Wrestling CIF Championship in her Division. Additionally, the school district recognized the Don Antonio Lugo High School Athletic Director, Joe Marcos, for his years of service. Lastly, the board discussed the final Measure M Bond issue.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

Vice Mayor Marquez stated that the Southern California Association of Governments (SCAG) Regional Transportation committee discussed the Long Range Transportation Plan, and that the committee adopted a new plan of \$566 billion dollars in projects to span over the course of 24 years. The committee also spoke about high speed rails, the 710 tunnel, vehicle miles traveled, and new ways to fund for more infrastructures.

OMNITRANS

Council Member Graham said that the Omnitrans board discussed how 480 bus drivers are seeking higher compensation, and that that board has six months to a year to finalize their expired contract.

CHINO BASIN DESALTER AUTHORITY

Council Member Rogers said that the Chino Basin Desalter Authority met at the second facility in Jurupa to discuss \$140 million dollar projects that are near completion. He said that the finance committee also spoke about re-issuing bonds to refinance up to \$77 million dollars, but is unclear of the projected savings.

Mayor Bennett recognized Chino Valley Independent Fire District Board members in the audience, Sara Evinger and Mike Kreeger.

Mayor Bennett encouraged several students in the audience to speak at the podium.

Jerico, Don Antonio Lugo High School student, stated that he was attending the Council meeting for his Government class requirement.

Riley Shackelford, Chino Hills High School student and Fire Chief Shackelford's son, said that he received a scholarship to Oregon State, and was attending the Council meeting for his Government class requirement.

Drew Kenealy, Ayala High School student stated that she was attending the Council meeting for her Government class requirement.

COUNCIL COMMENTS

Marquez: Vice Mayor Marquez attended the Fire Safe Council meeting and announced that on Wednesday, April 13th former San Bernardino County Fourth District Supervisor Gary Orvitt and Carbon Canyon Fire Safe Council founding member Ron Nadeau will receive the Fred L. Burns Community Service Award for implementing programs to reduce fire risk in the Carbon Canyon area. He attended a SCAG event to tour the Los Angeles and Long Beach Ports. He asked staff to agendaize Department of Toxic Substance Control (DTSC) reports so that Council can receive regular updates. Vice Mayor Marquez inquired about the Los Serranos property owner's garage access.

City Manager Bartlam replied that staff is working with the property owner and are investigating the history of the structure. He said that staff is considering a different way to access the garage.

Moran: Council Member Moran asked staff if there will be a designated bicycle lane in the area of Soquel Canyon, westbound, between the 71 freeway and Los Serranos Drive.

City Engineer Nix stated that in the upcoming Capital Improvement Project (CIP) there will be a complete rehabilitation of Soquel Canyon, which will include a bicycle lane.

Council Member Moran commended the Lewis Company for the Green Valley apartment and rental homes project for implementing turf replacement and constructing their own dog park. She thanked Kelly Bracamontes for volunteering her time in the community and sharing her interests in the Arts. She commended the San Bernardino Sheriff's department for keeping the community safe along with providing available resources to the public. Lastly, Council Member Moran thanked Smart and Final for their generous donations of \$2,500 each to the Chino Hills Community Foundation and the Fire Foundation.

Rogers: Council Member Rogers stated that the Chino Hills Community Foundation hosted their 6th Annual Home Tour and had a huge turnout of 290 participants. He congratulated Sylvia Nash with Lillestrand Leadership Consulting for leading the committee and 100 volunteers to a successful event resulting in a general profit of \$38,000. He said the Foundation will spend those funds towards repairing City trails, signs, and benches, along with playground equipment for the Los Serranos park. He asked staff if there are any upcoming water conservation projects.

Public Works Director Majaj said that Public Works has completed two phases of water conservation projects and were prepared for third phase, until Metropolitan Water District and IEUA funding ran out. He also stated that the City was placed on a waiting list and that members of the public are dropping off the rebate list due to tax implications, which might assist the City with future funding for Phase III.

Council Member Rogers announced that Lake Oroville is main source of state water for the City of Chino Hills. He thanked Captain Guillen for being the City's Chief of Police for the past two and a half years and congratulated him on his new endeavors. He acknowledged Olivia a student from Cal Poly Pomona that is conducting an undergraduate project.

Mayor Bennett asked Council Member Rogers to elaborate on the Chino Hills Community Foundation's collected funds that are restored in the community.

Council Member Rogers replied that the Chino Hills Community Foundation has contributed approximately \$600,000 of raised funds back into the community.

Bennett: Mayor Bennett said that the Chino Hills Community Foundation provided \$320,000 toward the new equipment for the Community Center. He applauded the foundation for raising funds and giving back to the community. He attended a City/County conference and learned a lot about the December 2, 2015 massacre in San Bernardino. He commended the San Bernardino County Sheriff's response to the horrific event. Mayor Bennett said that Captain Guillen is the second Chief of Police from Chino Hills that was awarded a promotion and congratulated him on his new endeavors.

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 7:59 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A02

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS
ISSUED FOR THE PERIOD MARCH 17, 2016 – APRIL 6, 2016, IN AN
AMOUNT OF \$2,959,376.28

RECOMMENDATION:

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

BACKGROUND/ANALYSIS:

The Warrant Registers are listings of all payments made by the City of Chino Hills during a given period of time, exclusive of personnel costs. Warrant Registers and Wire Transfers listing reflecting payments over \$25,000 or those referred by the Finance Committee are regularly submitted for City Council's review and approval as an agenda item at each City Council meeting. During the period of March 17, 2016, to April 6, 2016, payments in excess of \$25,000 have been issued totaling \$2,959,376.28.

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

FISCAL IMPACT:

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

Respectfully submitted,

FINANCE COMMITTEE



Mayor Art Bennett



Council Member Peter Rogers



Konrad Bartlam, City Manager



Judy R. Lancaster, Finance Director

PREPARED 03/21/2016, 10:28:03
 PROGRAM: GM339L
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
 AS OF: 03/23/2016 PAYMENT DATE: 03/23/2016

INVOICE NO	SEC#	VENDOR NAME	VOUCHER P.O.	NO	NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000409	00	INLAND EMPIRE UTILITIES AGENCY									
90017705		004776	00	03/23/2016	500-8113-888.60-16		BASIN RECHARGE:JAN'16			34,111.18	
90017712		004777	00	03/23/2016	500-8113-888.60-14		RECYCLED WATER:JAN'16			10,958.50	
							VENDOR TOTAL *			45,069.68	
0000478	00	MONTE VISTA WATER DISTRICT									
CH 2016-08		004788	00	03/23/2016	500-8113-888.60-10		WATER DELIVERIES:FEB'16			311,616.00	
							VENDOR TOTAL *			311,616.00	
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.									
M/O FEB'16		004806	00	03/23/2016	001-0000-388.20-15		AB939 ADMIN FEE:GENRL FND			7,130.49-	
M/O FEB'16		004807	00	03/23/2016	001-0000-303.20-04		FRANCHISE TAX:SOLID WASTE			40,745.65-	
M/O FEB'16		004804	00	03/23/2016	500-0000-388.20-20		BILLING FEE:WATER UTILITY			4,476.45-	
M/O FEB'16		004805	00	03/23/2016	501-0000-388.20-20		BILLING FEE:SEWER UTILITY			1,492.15-	
M/O FEB'16		004803	00	03/23/2016	504-8500-388.31-40		REFUSE CONTRACT SERVICES			407,456.54	
							VENDOR TOTAL *			353,611.80	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.									
2306001645/MAR6004862			00	03/23/2016	001-2510-888.60-15		ELECTRIC/STREET LITE BILL			8,734.00	
2308456300/MAR6004863			00	03/23/2016	001-2510-888.60-15		ELECTRIC/STREET LITE BILL			1,444.85	
2264100116/MAR6004856			00	03/23/2016	010-8300-888.60-20		ELECTRIC/STREET LITE BILL			376.23	
2264137902/MAR6004860			00	03/23/2016	010-8300-888.60-20		ELECTRIC/STREET LITE BILL			2,894.00	
2264100116/MAR6004857			00	03/23/2016	045-8400-888.60-20		ELECTRIC/STREET LITE BILL			15,204.41	
2264135732/MAR6004858			00	03/23/2016	071-8400-888.60-15		ELECTRIC/STREET LITE BILL			27.52	
2264135732/MAR6004859			00	03/23/2016	071-8400-888.60-20		ELECTRIC/STREET LITE BILL			11,018.44	
2264137902/MAR6004861			00	03/23/2016	121-8400-888.60-20		ELECTRIC/STREET LITE BILL			3,979.85	
							VENDOR TOTAL *			43,679.10	
0000506	00	WATER FACILITIES AUTHORITY									
16-47		004840	00	03/23/2016	500-8113-888.60-10		WATER DELIVERIES:FEB'16			6,586.60	
16-47		004841	00	03/23/2016	500-8113-888.60-11		WATER DELIVERIES:FEB'16			51,070.10	
							VENDOR TOTAL *			57,656.70	
0000014	00	WILLDAN FINANCIAL SERVICES									
010-29764		P15183	160369	00	03/23/2016		CONTRACT SERVICES			3,787.37	
010-29764		P15184	160369	00	03/23/2016	026-8400-888.30-20	CONTRACT SERVICES			5,149.24	
010-29764		P15185	160369	00	03/23/2016	033-8300-888.30-20	CONTRACT SERVICES			675.31	
010-29764		P15186	160369	00	03/23/2016	072-8400-888.30-20	CONTRACT SERVICES			806.90	
010-29764		P15187	160369	00	03/23/2016	073-8400-888.30-20	CONTRACT SERVICES			54.37	
010-29763		P15175	160369	00	03/23/2016	104-8300-888.30-20	CONTRACT SERVICES			1,619.05	
010-30435		P15175	160369	00	03/23/2016	627-5100-888.30-20	CONTRACT SERVICES			100.00	
010-29763		P15176	160369	00	03/23/2016	627-5100-888.30-20	CONTRACT SERVICES			1,079.72	
010-30435		P15176	160369	00	03/23/2016	636-5100-888.30-20	CONTRACT SERVICES			100.00	
010-29763		P15177	160369	00	03/23/2016	636-5100-888.30-20	CONTRACT SERVICES			2,698.87	
010-30435		P15177	160369	00	03/23/2016	640-5100-888.30-20	CONTRACT SERVICES			100.00	
010-29763		P15178	160369	00	03/23/2016	640-5100-888.30-20	CONTRACT SERVICES			458.73	
010-30435		P15178	160369	00	03/23/2016	644-5100-888.30-20	CONTRACT SERVICES			100.00	
010-29763		P15179	160369	00	03/23/2016	644-5100-888.30-20	CONTRACT SERVICES			1,079.48	
010-30435		P15179	160369	00	03/23/2016	647-5100-888.30-20	CONTRACT SERVICES			100.00	
010-29763		P15180	160369	00	03/23/2016	657-5100-888.30-20	CONTRACT SERVICES			1,079.04	

PREPARED 03/21/2016,10:28:03
PROGRAM: GM3391
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 03/23/2016 PAYMENT DATE: 03/23/2016

PAGE 2

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000014	00	WILLDAN FINANCIAL SERVICES							
010-30435		004848	00	03/23/2016		657-5100-888.30-20	CONTRACT SERVICES	100.00	
010-29763		PI5181 160369	00	03/23/2016		658-5100-888.30-20	CONTRACT SERVICES	485.85	
010-30435		004849	00	03/23/2016		658-5100-888.30-20	CONTRACT SERVICES	100.00	
010-29763		PI5182 160369	00	03/23/2016		698-5100-888.30-20	CONTRACT SERVICES	2,968.92	
010-30435		004843	00	03/23/2016		698-5100-888.30-20	CONTRACT SERVICES	100.00	
010-29762		PI5174 160369	00	03/23/2016		699-5200-888.30-20	CONTRACT SERVICES	2,254.71	
010-29765		PI5188 160369	00	03/23/2016		699-5200-888.30-20	CONTRACT SERVICES	105.00	
010-30435		004850	00	03/23/2016		699-5200-888.30-20	CONTRACT SERVICES	100.00	
VENDOR TOTAL *								25,202.56	
TOTAL EXPENDITURES ****								836,835.84	
GRAND TOTAL *****								836,835.84	

EXPENDITURE APPROVAL LIST
AS OF: 03/30/2016 PAYMENT DATE: 03/30/2016

PREPARED 03/24/2016, 12:00:17
PROGRAM: GM339L
CITY OF CHINO HILLS

VEND NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004591	00	BIG LEAGUE DREAMS CHINO HILLS, LLC	005015	00	03/30/2016	001-0000-379.10-00	SPORTS PARK RENT OVERPMT	67,163.00	
SFR123115								67,163.00	
0002903	00	CALIFORNIA PUBLIC EMPLOYEES'					VENDOR TOTAL *		
1983/APR'16	005042	00 03/30/2016	001-0300-888.15-40				CALPERS INSURANCE PREMIUM	299.38	
1983/APR'16	005048	00 03/30/2016	001-0300-888.15-40				CALPERS INSURANCE PREMIUM	271.92	
1983/APR'16	005051	00 03/30/2016	001-0400-888.15-40				CALPERS INSURANCE PREMIUM	744.14	
1983/APR'16	005053	00 03/30/2016	001-0400-888.15-40				CALPERS INSURANCE PREMIUM	1,087.66	
1983/APR'16	005056	00 03/30/2016	001-0400-888.15-40				CALPERS INSURANCE PREMIUM	297.23	
1983/APR'16	005041	00 03/30/2016	001-1200-888.30-90				CALPERS INSURANCE PREMIUM	291.14	
1983/APR'16	005052	00 03/30/2016	001-1200-888.15-40				CALPERS INSURANCE PREMIUM	1,087.66	
1983/APR'16	005043	00 03/30/2016	001-2100-888.15-40				CALPERS INSURANCE PREMIUM	149.69	
1983/APR'16	005049	00 03/30/2016	001-2100-888.15-40				CALPERS INSURANCE PREMIUM	135.96	
1983/APR'16	005044	00 03/30/2016	001-2200-888.15-40				CALPERS INSURANCE PREMIUM	149.68	
1983/APR'16	005050	00 03/30/2016	001-2200-888.15-40				CALPERS INSURANCE PREMIUM	135.95	
1983/APR'16	005054	00 03/30/2016	001-2510-888.15-40				CALPERS INSURANCE PREMIUM	652.60	
1983/APR'16	005046	00 03/30/2016	500-8113-888.15-40				CALPERS INSURANCE PREMIUM	297.23	
1983/APR'16	005047	00 03/30/2016	500-8113-888.15-40				CALPERS INSURANCE PREMIUM	594.46	
1983/APR'16	005045	00 03/30/2016	551-8200-888.15-40				CALPERS INSURANCE PREMIUM	566.53	
1983/APR'16	005055	00 03/30/2016	551-8200-888.15-40				CALPERS INSURANCE PREMIUM	435.06	
1983/APR'16	005040	00 03/30/2016	575-0000-217.10-00				CALPERS INSURANCE PREMIUM	84,075.93	
							VENDOR TOTAL *	91,272.22	
0004290	00	CHINO RASIN DESALTER AUTHORITY					WATER PURCHASE AGREEMENT	962,845.36	
245								962,845.36	
0007154	00	HENSLEY LAW GROUP					VENDOR TOTAL *		
10277	004986	00 03/30/2016	001-1000-888.30-10				LEGAL SERVICES:FEB'16	2,603.00	
10277	004988	00 03/30/2016	001-1000-888.30-10				LEGAL SERVICES:FEB'16	19,663.00	
10277	005006	00 03/30/2016	001-1000-888.30-10				LEGAL SERVICES:FEB'16	38.00	
10277	005007	00 03/30/2016	001-1000-888.30-10				LEGAL SERVICES:FEB'16	1,748.00	
10277	004991	00 03/30/2016	005-4000-888.30-10				LEGAL SERVICES:FEB'16	270.00	
10277	004992	00 03/30/2016	005-4000-888.30-10				LEGAL SERVICES:FEB'16	350.00	
10277	004993	00 03/30/2016	005-4000-888.30-10				LEGAL SERVICES:FEB'16	960.00	
10277	004994	00 03/30/2016	005-4000-888.30-10				LEGAL SERVICES:FEB'16	3,050.00	
10277	004995	00 03/30/2016	005-4000-888.30-10				LEGAL SERVICES:FEB'16	304.00	
10277	004996	00 03/30/2016	005-7300-888.30-10				LEGAL SERVICES:FEB'16	208.00	
10277	005001	00 03/30/2016	005-7300-888.30-10				LEGAL SERVICES:FEB'16	28.50	
10277	004997	00 03/30/2016	399-7100-888.81-10				LEGAL SERVICES:FEB'16	114.00	
10277	004998	00 03/30/2016	399-7100-888.83-10				LEGAL SERVICES:FEB'16	874.00	
10277	004999	00 03/30/2016	399-7100-888.84-10				LEGAL SERVICES:FEB'16	28.50	
10277	005000	00 03/30/2016	399-7100-888.81-10				LEGAL SERVICES:FEB'16	57.00	
10277	004987	00 03/30/2016	500-8110-888.30-10				LEGAL SERVICES:FEB'16	38.00	
10277	004990	00 03/30/2016	500-8110-888.30-10				LEGAL SERVICES:FEB'16	1,206.37	
10277	004989	00 03/30/2016	552-2520-888.30-10				LEGAL SERVICES:FEB'16	247.00	
10277	005002	00 03/30/2016	640-5100-888.30-10				LEGAL SERVICES:FEB'16	287.22	
10277	005004	00 03/30/2016	657-5100-888.30-10				LEGAL SERVICES:FEB'16	322.05	
10277	005003	00 03/30/2016	659-5100-888.30-10				LEGAL SERVICES:FEB'16	287.22	

EXPENDITURE APPROVAL LIST
AS OF: 03/30/2016 PAYMENT DATE: 03/30/2016

PREPARED 03/24/2016,12:00:17
PROGRAM: GM339L
CITY OF CHINO HILLS

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007154	00	HENSLEY LAW GROUP	10277	00	03/30/2016	699-5200-888.30-10	LEGAL SERVICES:FEB'16	1,094.71	
		005005					VENDOR TOTAL *	33,778.57	
0005648	00	OLIVER, SANDIFER & MURPHY	013116	00	03/30/2016	399-7100-888.81-10	LEGAL SERVICES	32,883.08	
		004929					VENDOR TOTAL *	32,883.08	
0000608	00	SECERA						252.84	
PP 07/16		PR0330		00	03/30/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	139,906.64	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-05	CITY CONTR GEN MER:TIER 1	4,919.71-	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.36-05	CITY CONTR GEN MER:TIER 2	23,550.91	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-10	NON-REFUND GEN MER CONTRB	10,316.00	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	1,485.56-	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	2,734.06	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	7,972.46	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	252.84	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-20	SURVIVORS BENEFIT:EMPLOYER	218.38	
PP 07/16		PR0330		00	03/30/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT		
							VENDOR TOTAL *	178,798.86	
							TOTAL EXPENDITURES ****	1,366,741.09	

							GRAND TOTAL		

ITEMS EXCEEDING \$25,000.00

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EXPENDITURE APPROVAL LIST
AS OF: 04/06/2016 PAYMENT DATE: 04/06/2016

PREPARED 04/05/2016, 7:54:43
PROGRAM: GM339L
CITY OF CHINO HILLS

VEND NO	SEQ#	VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER P.O. NO		DATE		
0000409	00	INLAND EMPIRE UTILITIES AGENCY	501-8120-888.31-65	EDU/OPERATIONS&MAINT.FEBS	383,966.44	
90017814		005085	00 04/06/2016		383,966.44	
				VENDOR TOTAL *	258,495.00	
0007292	00	RICH CONSTRUCTION, INC.	339-7100-888.84-10	ENGINEERING SERVICES	258,495.00	
01/032416		PI5437 160598	00 04/06/2016		642,461.44	
				VENDOR TOTAL *		
				TOTAL EXPENDITURES ****		642,461.44
				GRAND TOTAL *****		

Outgoing Wire Transfers Over \$25,000 From 3/17/16 to 4/6/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	3/9/2016	575-0000-218-1000	P/R Tax Transfer - Federal	55,993.17
Federal EFTPS	3/23/2016	575-0000-218-1000	P/R Tax Transfer - Federal	57,344.74
			Vendor Total *	113,337.91
Grand Total Transfers Over \$25,000 *****				113,337.91

COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A03

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OFFICIAL REPORTS

RECOMMENDATION:

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

BACKGROUND/ANALYSIS:

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

REVIEW BY OTHERS:

The report format has been reviewed by the City Attorney.

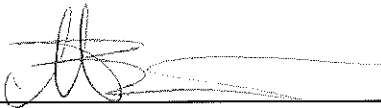
FISCAL IMPACT:

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

ENVIRONMENTAL REVIEW:

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

Recommended by,

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

Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT
CITY OF CHINO HILLS
COUNCIL MEETING DATE: 4/26/16
PERIOD TO COVER: 03/23/16 – 04/12/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
03/31 - 04/01/16	City of Chino Hills	City/County Conference at Lake Arrowhead	Mayor A. Bennett Vice Mayor R. Marquez Council Member E. Graham Council Member C. Moran Council Member P. Rogers	Conference
04/06/16	City of Chino Hills	San Bernardino State of the County Address	Mayor A. Bennett Vice Mayor R. Marquez Council Member C. Moran Council Member P. Rogers	County Address
04/07/16	City of Chino Hills	IEUA Leadership Breakfast	Council Member P. Rogers	Meeting

*Details on expenses are maintained in the Finance Department.

COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A04

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RJM DESIGN GROUP

RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with RJM Design Group for architectural and final design services associated with the Bird Farm Park Project for a not-to-exceed amount of \$250,000, which includes reimbursable expenses.

BACKGROUND/ANALYSIS:

The City received 11 bids in response to the request for proposals (RFP) from Architectural and Design Firms associated with the Bird Farm Park project. An initial staff's review process was conducted, which three firms were selected to present to a panel of three staff representing the Departments of Community Development, Engineering, and Public Works. The three firms were:

Architerra Design Group
Richard Fisher Associates
RJM Design Group

In conclusion of this process, all three panel members unanimously selected RJM Design Group as the preferred architect for the Bird Farm Park Project.

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.) as it will not result in any direct or indirect physical change in the environment because it does not involve an irrevocable commitment of resources by the City of Chino Hills to the park project. Choosing the precise time for CEQA compliance involves a balancing of competing factors. EIRs and negative declarations should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental

AGENDA DATE: APRIL 26, 2016

PAGE 2

SUBJECT: PROFESSIONAL SERVICES AGREEMENT (PSA) WITH
RJM DESIGN GROUP

assessment. Cal. Code Regs., tit. 14, § 15004. Once the architect's conceptual design is sufficiently well-defined to provide a basis for environmental review, the City will prepare an initial study and determine the appropriate environmental review. That review will be completed and considered by the City Council at the time the project plans are brought forward to the City Council for approval.

REVIEW BY OTHERS:

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

FISCAL IMPACT:

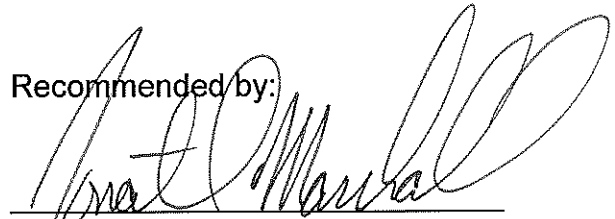
Funding for these services will come from the Bird Farm Park project, as approved in the FY 2015-16 Capital Improvement budget.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Jonathan Marshall,
Community Services Director

KB/JM/eo

Attachments: Professional Services Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
RJM DESIGN GROUP**

THIS AGREEMENT, made and entered into this 26th day of April, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and RJM Design Group hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on April 27, 2016.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be

under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.

Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$250,000. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

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

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

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided

in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on September 30, 2017 unless otherwise extended in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports,

data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

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

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or

firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

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

14. INDEMNIFICATION.

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

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

(c) City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions,

causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Professional Service Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any negligent or wrongful act, error or omission of Consultant, its agents, officers, directors or employees, in performing any of the professional services under this Agreement.

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

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

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

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

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

15. INSURANCE.

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

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

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

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

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

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

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

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

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

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

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

B Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City, or 10 days' notice if due to non-payment of premium.

(2) General Liability and Automobile Liability Coverages.

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

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

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

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

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

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

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

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

City.

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

Consultant.

Attention:

Larry P. Ryan
RJM Design Group
31591 Camino Capistrano
San Juan Capistrano, CA 92675

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

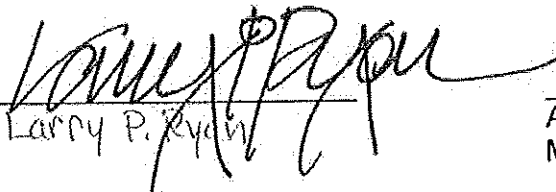
24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits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

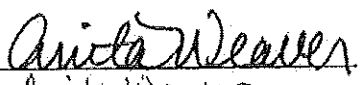
A. Exhibit A: Request for Proposal

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

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

CITY OF CHINO HILLS

By 
Larry P. Ryan
Art Bennett
Mayor
Title Principal
ATTEST:

By 
Anita Weaver
Cheryl Balz
City Clerk
Title CFO

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

Work Plan

a. Detailed Scope of Work and Deliverables

TASK 1 - PRE-DESIGN

- A. Meet with City of Chino Hills Project Manager and Staff to discuss scope, project goals and objectives, potential elements and issues, and project time frame.
- B. Review pertinent information regarding this project (Information to be provided by the City of Chino Hills):
 - 1. As-built civil, structural, electrical plans, etc.
 - 2. Boundary and easement information.
 - 3. Any other available documents pertaining to the site and adjacent development areas.
 - 4. Any existing specifications or reports related to previous or current phases of site development.
 - 5. Review Geotechnical Report data provided by the City. (City to either provide new Geotechnical Report or acquire previous Geotechnical Report from School District).
- C. Conduct site visit with City to review existing site conditions, including hardscape, landscaping, easements, physical limitations, ADA accessibility, external influences, and demolition / construction access.
- D. Provide 20-scale aerial topography and one 1-day field survey.
- E. Format City provided Base Plan for Design Development Studies, using hardscape plan provided by City of Chino Hills in AutoCAD 2011 digital format.

*MEETINGS: One (1) Design Team / City Staff Meeting
 One (1) Site Visit with City*

PRODUCTS: Project Notes, Summaries, Formatted Base Plan

TASK 2 - DESIGN DEVELOPMENT

A primary service proposed within our overall scope of work is an interactive Design Development Phase involving City Staff and the Design Team members. During this process a Design Development Plan shall be developed for the park site. It is our understanding that the improvements shall include the following:

- New architecturally designed 588 sq. ft. restroom building similar to the restroom building at Danbury Park, 15701 Fairfield Ranch Road

Work Plan



- Two (2) group shade structures
- Two (2) playground areas: One 2-5 year olds; One 5-12 year olds
- One (1) full size basketball court
- Large, open play turf area
- Pedestrian walkways
- Basketball court, and walkway lighting (pole mounted and bollards)
- Park entry signage / monumentation.

The development of the Design Development Plan will involve meetings with the City to discuss any suggested Conceptual Plan refinements, identify specific design characteristics, materials of construction and updated cost estimate.

- A. Meet with the City of Chino Hills Project Manager and staff to discuss project goals, timelines and budget. Discuss potential changes to the existing park Conceptual Plan. This meeting will be an opportunity to review the proposed park improvements and confirm and discuss any design changes.
- B. General Design Development Site Plans (in AutoCAD format) based upon the City-provided Conceptual Design Plan in order to fix and describe the scope and character of the entire park, including landscape architectural, architectural, civil, and electrical systems, materials and such other elements as may be appropriate. Final selection of materials, textures, and colors will occur in this phase.
 - a. Prepare digital design development base plans relative to the proposed improvements. Our scope of services includes all site elements contained on the original plans as well as the provision for the enhancements identified by City staff and design team members. The Base Plan for the proposed improvements will be prepared digitally (20-scale) and will be utilized as the project's Base Plan for Construction Documents. Specific alignment and orientation of all the project's proposed elements will be indicated.
 - b. Develop conceptual restroom building floor plan alternatives and elevations for City review. Our proposal has included the design services of Crane Architectural Group to provide the architectural design and detailing of the proposed restroom building and two (2) shade structures. We have enjoyed working with Rick Crane for the last 20 years. Our park projects have greatly benefited from his appreciation of each site's unique context and scale. Likewise, his attention to design detailing and the challenges of the public bid environment has been a valued contribution to our design team. The initial concepts Rick prepares will be computer generated images of the building exterior. Material selections will be identified for review and comment by the City. Following City review and comment we shall prepare a materials board providing samples of proposed building materials for City review.

Work Plan

- c. Prepare preliminary grading, water quality treatment areas, storm drain, sewer, and utility plans.
 1. Develop preliminary park grading and drainage plan.
 2. Confirm sewer and water service locations.
 3. Confirm site electrical service for proposed site improvements.
- d. Prepare preliminary earthwork take offs. This earthwork analysis will work towards a 'balanced' site, with import/export provided for only if required.
- e. Prepare Preliminary Estimate of Probable Construction Costs.
- f. Meet with the City to review digital design development base plan, preliminary grading/drainage plan, and preliminary cost estimate.
- g. Refine Design Development Plans based on City Staff comments.
- h. Submit Design Development Plans to City for approval (Park and Recreation Commission).

MEETINGS: (2) - Meetings with City to review Design Development package
(1) Park and Recreation Commission

PRODUCTS: Preliminary building footprints and elevations;
Building materials board;
Preliminary grading plan and earthwork quantity estimates;
Design development site plan, grading, drainage, sewer, and utility plans; Earthwork calculations

TASK 3 - CONSTRUCTION DOCUMENTS

- A. This phase provides for the preparation of the construction documents to include final drawings, specifications, and structural calculations. These plans will be based upon the approved Design Development Plans.

Our proposal includes complete landscape, architectural and engineering services required to execute the project. Construction drawings will be submitted at 35%, 65%, and 90% complete for review, and 100% complete construction drawings will be submitted to the City for review and approval. Our proposal includes the required processing of the proposed improvements with DSA.



- a. Meeting with City to kick-off construction drawings for the improvements based on the approved Design Development Plans.
- b. Landscape Design/Documentation

Services during the Construction Documents Phase consist of preparation of drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the project including:

1. Title Sheet
2. Site Construction/Layout Plans
3. Construction Enlargement Plans (at two tot lots)
4. Landscape Construction Details
5. Planting Plans/Details/Notes
6. Irrigation Plans/Details/Notes
7. Structural Details related to site landscape elements

- c. Civil Design/Documentation

Services during the Construction Document Phase consist of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

1. Demolition Plans
2. Title Sheet
3. Note/Details/Sections
4. Precise Grading Plan
5. 20-scale Grading Plan
6. Water Quality/LID Design
7. Water/Sewer Plan
8. Horizontal Control Plan
9. Erosion Control Plan
10. On-Site Hydrology Report
11. WQMP Report
12. NPDES/SWPPP/NOI
13. Earthwork Calculations

Work Plan

d. Architecture

Based upon the approval of the City on the information presented in the Design Development Phase, our project architect, Rick Crane at Crane Architectural Group,, will proceed onto the Construction Documents Phase of this project. Our team will provide one set of construction documents which shall include the following detailing for the following elements:

- +/- 600 s.f. site built restroom building
- Site built group picnic structures (one design, used twice)

The following plans and details will be provided for this structure:

1. Architectural:

- Building Floor Plans
- Foundation Plan Plans
- Roof Framing Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Roof Plans
- Interior Elevations of the Restrooms and Other Critical Areas
- Architectural Details
- Door Schedules and Details
- Structural Details

2. Structural:

- Structural Calculations
- Framing Layouts
- Structural Material Specifications

3. Plumbing:

- Plumbing Plan, Details, and Notes
- Plumbing Isometric Drawings of the Waste and Vent Systems
- Plumbing Isometric Drawings for the Hot and Cold Water Systems

4. Mechanical:

- It is anticipated that the restroom building will be naturally ventilated and therefore mechanical plans and details will not be required.

5. Electrical

- Power and Lighting Plans, Legends, Schedule and Notes for the Restroom Building
- Title 24 Calculations

e. Electrical Design/Documentation

Final drawings and specifications shall be completed at the contract documents phase.

1. Electrical load calculations.
2. Coordination with Power Company.
3. Electrical drawings and specifications including the following:
 - a. Conduit and pull boxes for site lighting for walkway, security lighting systems, restroom building and shade structures.
 - b. Sport court lighting for basketball court.
 - c. Electrical provisions for irrigation controllers.
 - d. Electrical service and distribution.
4. Title 24 lighting calculations.
5. Photometric Plan and calculation for proposed project site lighting.

f. Technical Specifications

Technical specifications for landscape site work construction only, will be prepared utilizing the 'Green Book' Standard Specifications for Public Works Construction or CSI format as determined by the City of Chino Hills and supplied to the City for packaging into the project manual. Architectural specifications will be prepared in C.S.I. format. City to provide the current standard "City boilerplate" that has been reviewed and refined by City staff to be pertinent to this project including, but not limited to, Notice Inviting Sealed Bids, Instructions to Bidders, Information required by Bidders, Bid Form, Bid Bonds, Agreement, Performance Bond, Payment Bond, Insurance Documents, General Provisions, General/Supplementary Conditions, and General Requirements.

g. Opinion of Probable Construction Cost

Opinion of Probable Construction Cost services during the Construction Document Phase consist of advising the City of any adjustments when the Construction Documents are at approximately 90% complete.

- h. Submit plans to the City at 35%, 65%, and 90% completeness for City of Chino Hills review.
- i. Two (2) meetings with City to review Plan Check comments. Submit and revise drawings per three (3) City plan check reviews.
- j. Revise plans per City Plan Check comments.
- k. Submit plans at 100% completeness for City review.
- l. Provide digital AutoCAD files of original Plans and Specifications to the City.
- m. Submit final wet stamped and signed mylars to the City for printing and distribution to prospective bidders.

MEETINGS: (2) City staff meetings; (1) Parks and Recreation Meeting; (1) City Council Presentation

PRODUCTS: Construction Bid Documents; Opinion of Probable Construction Costs; Digital File of Original Plans and Specifications

Note: RJM Design Group Inc. shall provide the necessary plan check revisions requested by the City of Chino Hills for three plan check submittals. All subsequent changes beyond three plan checks shall be done in accordance with the attached standard hourly rates.

TASK 4 – BIDDING AND NEGOTIATION

A. Bidding Procedures

The Consultant shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, the Consultant shall attend a pre-bid conference, if required, and assist the City in awarding the construction contracts.

- B. Upon completion of the construction drawings for the project, the Design Team shall prepare the necessary documents for bidding to qualified General Contractors to prepare a Construction Bid to the City of Chino Hills.

The Design Team shall also assist the Client in all evaluations and selection of the General Contractor for these improvements. They will also assist the Client in communications with the General Contractor and Subcontractors as requested for bidding procedures, billing reviews, progress payments, addenda evaluation, pricing, and clarifications. The Design Team shall prepare response to questions by the bidders and to provide the necessary bidding addenda during the bid period.

TASK 5 – CONSTRUCTION OBSERVATION/ADMINISTRATION (Hourly as Requested)

The Consultant Design Team shall attend job site meetings as requested by the City for an anticipated 6-month construction period to generally review and evaluate the construction schedule, monitor performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Consultant for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis.

During the Construction Administration Phase of the project, the following services shall be furnished:

A. Pre-construction Conference

Attend (1) pre-construction conference facilitated by the City to brief all parties concerned with technical requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Our proposal has assumed that the City will conduct the meeting and provide the Contractor with an overview of General Provisions. Attendees shall include representatives from City's staff, the Consultant, the Contractor, and all major Subcontractors.

B. Job Site Meetings

Consultant shall attend twelve (12) job site meetings as requested by the City. Scheduling coordination, requests for information, and changes to the contract for construction are routinely monitored. The Consultant shall provide a punch list of observed items and issues to the City for packaging and distribution to project personnel.

Work Plan

Our proposal has not provided for Construction Management Services. These services would include the development of the project's General Provisions, monitoring submittal and RFI logs, etc. We have assumed the City will provide for these services through City personnel/inspectors and/or an independent construction management firm.

C. Submittal and Shop Drawing Review

The Consultant shall review all required shop drawings and related submittals as required by the contract documents.

D. Quotation Requests / Change Orders

Services consisting of:

1. Preparation and distribution of Drawings and Specifications to describe work to be added, deleted, or modified.
2. Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
3. Review and recommendations relative to changes in time for substantial completion.
4. Coordination of communications, approvals, notifications and record-keeping relative to changes in the work.

E. Project Close-Out

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Consultant to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

FEE SCHEDULE

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Bird Farm Park project for the City of Chino Hills. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

Task 1	Pre-Design	\$ 13,400.00
Task 2	Design Development	\$ 56,100.00
Task 3	Construction Documents	\$118,900.00
Task 4	Bidding and Negotiation (Estimate)	\$ 6,220.00
Task 5	Construction Observation/Admin. (Estimate)	\$ 30,380.00
Total Fee:		<u>\$225,000.00</u>

NOTE: Our fee is based upon an anticipated construction budget of \$ 3,165,000. The proposal includes a single construction document package for one phase of construction.

REIMBURSABLE EXPENSES (Estimated Allowance \$25,000.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- Earthwork estimates
- City business license
- Soils testing

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work.

Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

ASSUMPTIONS

1. We assume all work will be done in one phase/one bid package.
2. Surface drainage and onsite storm drain only with connection to existing adjacent storm drain at property boundary. Includes onsite Hydrology Study and assumes City provides any contributing offsite flow rates. Excludes off site hydrology/ storm drain plans. Excludes upsizing of existing "offsite" facilities. Storm drains to be shown on Precise Grading Plan, plan view only.
3. Our proposal has excluded the provision of drilled borings for percolation and infiltration testing. Our proposal has assumed that this information will be included as part of the project geotechnical report provided for by the City. In the event that these borings are necessary, our consultant team will provide for such as an additional service.

4. This proposal assumes a separate set of off-site public street plans are not required. If a separate Street Plan Set is required for the proposed work along the public R.O.W. Our design team will prepare the plan set as an Additional Service. Grading adjacent to the street will be shown on Grading Plan.
5. This proposal includes on-site hydrology as directly impacted by the proposed improvements and excludes any studies of off-site hydrology. This proposal excludes any retention/detention basins and/or design/build pump systems to retain initial storm runoff, other than that as required by current NPDES regulations for LID/Hydromodification.

ADDITIONAL SERVICES

The following services will be performed at your request, and shall be considered additional services to the above, reimbursable on an hourly basis:

1. Exhibit preparation beyond that identified in the Scope of Services.
2. Revisions to the work following authorization by client to proceed with working drawings, changes in scope or modifications of the project, design of and/or participation in work beyond the designated site.
3. If it is in the interest of the project to engage or retain the services of any other consultants (geotechnical engineer, graphic/sign designer, environmental engineer, etc.), then upon Client's written authorization, RJM Design Group, Inc. may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to RJM Design Group, Inc., plus a 15% coordination fee.
4. Preparation of digital record drawings based upon contractor provided as-builts. These drawings will be provided as an additional service as requested by the City.

CONSULTANTS STANDARD HOURLY FEE SCHEDULE

No special consulting services other than those identified are included as part of the professional services. Compensation for supplemental services will be on an hourly basis at our standard rates as follows:

RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$165.00 - \$185.00 per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$145.00 - \$155.00 per hour
LANDSCAPE ARCHITECT	\$130.00 - \$140.00 per hour
JOB CAPTAIN / LANDSCAPE DESIGNER	\$115.00 - \$125.00 per hour
CADD TECHNICIAN	\$100.00 - \$110.00 per hour
GRAPHICS	\$ 90.00 per hour
CLERICAL	\$ 75.00 per hour

CIVTEC (CIVIL ENGINEERING)

PRINCIPAL	\$175.00 per hour
PROJECT MANAGER	\$140.00 per hour
PROJECT ENGINEER	\$110.00 per hour
PROJECT SURVEYOR	\$120.00 per hour
DESIGN ENGINEER	\$100.00 per hour
DRAFTSPERSON	\$ 75.00 per hour
PROJECT ASSISTANT	\$ 60.00 per hour
2-MAN SURVEY CREW	\$230.00 per hour
3-MAN SURVEY CREW	\$280.00 per hour

CRANE ARCHITECTURAL GROUP

PRINCIPAL ARCHITECT	\$195.00 per hour
ASSOCIATE ARCHITECT	\$160.00 per hour

FBA ENGINEERING (ELECTRICAL)

PRINCIPAL	\$175.00 per hour
ASSOCIATE	\$135.00 per hour
CONSTRUCTION SUPPORT	\$115.00 per hour
ELECTRICAL DESIGNER	\$ 95.00 per hour
CAD DESIGNER	\$ 80.00 per hour
CAD OPERATOR	\$ 70.00 per hour
TECHNICAL TYPIST	\$ 50.00 per hour

GLASIR (IRRIGATION DESIGN)

IRRIGATION DESIGNER	\$ 90.00 per hour
SITE OBSERVATION	\$120.00 per hour

ADS CONSULTING ENGINEERS (STRUCTURAL)

PRINCIPAL	\$185.00 per hour
PROJECT ENGINEER	\$150.00 per hour
CADD OPERATOR / DRAFTER	\$100.00 per hour
TECHNICAL TYPING AND REPRODUCTION	\$ 80.00 per hour
SITE VISIT	\$150.00 per hour

*charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2017. Provisions for fee escalation pertain to all contract extensions and additional work.

COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A05

April 12, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: DONATION FROM THE CHINO HILLS COMMUNITY FOUNDATION

RECOMMENDATION:

1. Accept a donation from the Chino Hills Community Foundation in the amount of \$10,000 for furnishings for the Chino Hills Community Center.
2. Approve an estimated revenues increase in the Recreation Fund in the amount of \$10,000.
3. Approve an appropriations increase in the amount of \$10,000 in capital outlay in the Recreation Fund.

BACKGROUND/ANALYSIS:

The Chino Hills Community Foundation was established in June 2008 to promote and support the cultural, educational, and recreational needs of the City of Chino Hills. In 2013, the Foundation donated \$300,000 to the City for furnishings for the Community Center. One of their fundraising programs included the Buy-A-Brick Program, which allows residents to purchase personalized bricks to be placed in the entry way of the Community Center. After installation of the bricks, there was continued interest in the program. Therefore, the Board approved to continue the program with the designation that any funds raised from the program would be used for enhancements to the Community Center.

The second phase of the Buy-A-Brick program ended in June 2015, which raised over \$10,000. At the March 14th meeting, the Board approved a donation of \$10,000 to the City for additional enhancements to the Community Center. These funds would be used to purchase additional lobby furniture, a digital event calendar, and two portable bars.

AGENDA DATE: APRIL 26, 2016 PAGE 2
SUBJECT: DONATION FROM THE CHINO HILLS COMMUNITY
FOUNDATION

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

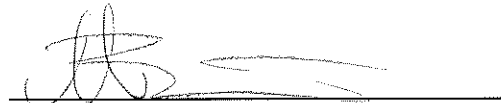
FISCAL IMPACT:

Funding for this purchase is provided by a donation from the Chino Hills Community Foundation.

ENVIRONMENTAL (CEQA) REVIEW:

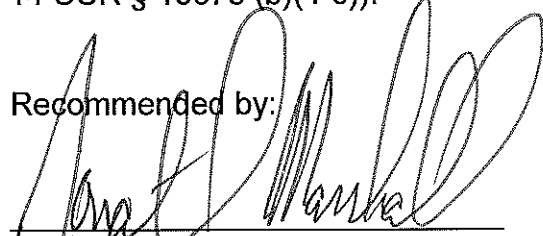
This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will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

KB:JM:AH:eo

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: April 26, 2016

Item No.: A06

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CONCEPT DESIGN APPROVAL FOR PIPELINE AVENUE RAISED
MEDIAN PROJECT

RECOMMENDATION:

Review and approve the concept design of the raised median for Pipeline Avenue as recommended by the Public Works Commission at their meeting on April 6, 2016.

BACKGROUND/ANALYSIS:

The City successfully competed for a Highway Safety Improvement Program (HSIP) grant from the State of California Department of Transportation (Caltrans) for the construction of a raised concrete median on Pipeline Avenue, from Chino Hills Parkway to approximately 1,810 feet north. The grant was awarded to provide mitigation due to the high number of vehicular accidents that occur on this segment of Pipeline Avenue.

Within the subject stretch of road there are seventeen (17) driveway access points served by a striped center median. Since the majority of these driveways do not align with one another across the street, many conflicting left out movements occur which leads to the high incident rate. The concept plan provided with the grant application proposed to eliminate all left out movements except for three strategic locations where opposing driveways aligned.

A community meeting was held on January 14, 2016 at the McCoy Equestrian Center wherein all of the business and property owners were invited to attend and provide input and comment on the proposed median project. Based on input received from the community meeting, staff evaluated four additional alternatives. At their meeting on April 6, 2016, staff provided the Public Works Commission five (5) viable options for the installation of the raised median with a staff recommendation of a slightly different variant than that provided with the grant application. Staff's recommendation took additional factors into consideration such as uniformity in access among the shopping centers, and the need for additional southbound left turn queuing at Chino Hills Parkway.

AGENDA DATE: APRIL 26, 2016 PAGE 2
SUBJECT: CONCEPT DESIGN APPROVAL FOR THE PIPELINE AVENUE
RAISED CONCRETE MEDIAN PROJECT

The Commission reviewed the five alternatives and agreed with staff's selection of a revised layout subject to including two additional left-in access points for the north drive aisle for Roscoe's, and the north drive aisle for 24-Hour Fitness. The Commission felt that both of these access points were needed to facilitate truck traffic into these two shopping centers. Staff concurred that this would be beneficial for truck circulation and has since added these two left-in only pockets to the attached exhibit.

CEQA REVIEW:

At the October 14, 2014 City Council meeting, the project was determined to be exempt as a Class 1(c) Categorical Exemption (Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities), pursuant to Section 15301 of Guidelines for the California Environmental Quality Act. Class 1 includes a minor alteration of existing public structures and facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including "(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities[.]" Cal. Code Regs. tit. 14, § 15301. Construction of a raised median is of negligible or no expansion.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

FISCAL IMPACT:

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

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Steven C. Nix, City Engineer

SN/MR/PS

Attachment: Concept Design Exhibit



COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A07

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL AND LUNGHARD, LLP, TO PROVIDE FINANCIAL AUDITING AND REPORT PREPARATION SERVICES FOR FISCAL YEARS 2015-16 THROUGH 2017-18

RECOMMENDATION:

Authorize execution of a Professional Services Agreement with Lance, Soll and Lunghard, LLP, to provide financial auditing and report preparation services annually for fiscal years 2015-16 through 2017-18, with an option to extend the agreement for two, one year periods, not to exceed a total of five years.

BACKGROUND/ANALYSIS:

Lance, Soll and Lunghard, LLP, has been engaged as the City's auditor for 18 fiscal years (FY 1997-98 through FY 2014-15), and has consistently provided high quality services throughout the term of their engagement. The most recent agreement covered the fiscal years 2010-11 through 2014-15. The Government Finance Officers Association's (GFOA) best practice guideline recommends governmental entities undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract. In compliance with this guideline, the City recently proceeded with a competitive bid process for audit and report preparation services.

On January 14, 2016, the City issued a Request for Proposal (RFP). On March 10, 2016, the City received seven bids in response to its RFP for financial auditing and report preparation services from national and local Certified Public Accountant firms. These proposals were reviewed by members of the Finance Department staff. A subsequent interview was conducted on April 4, 2016, with the top two candidates based on experience, audit procedures, and technical competency. On April 12, 2016, the two candidates met with the Finance Committee for a final interview. Based on the results of the analysis and review process, staff is recommending Lance, Soll and Lunghard, LLP to provide financial auditing and report preparation services to the City.

AGENDA DATE: APRIL 26, 2016

PAGE 2

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL AND LUNGHARD, LLP, TO PROVIDE FINANCIAL AUDITING AND REPORT PREPARATION SERVICES FOR FISCAL YEARS 2015-16 THROUGH 2017-18

In addition to their substantial experience with government financial audits and excellent reputation in the industry, Lance, Soll and Lunghard, LLP, maintains a long standing professional relationship with the City and has a valuable amount of institutional knowledge. During the next several years, this experience and knowledge will be integral to providing insight and consultation as the City transitions to a new Enterprise Resource Planning (ERP) system. For these reasons, Lance, Soll and Lunghard, LLP, has been selected as the best candidate to provide financial auditing and report preparation services.

FISCAL IMPACT:


The total amount required to provide financial audit and report preparation services is \$52,680 each year for the fiscal years 2015-16 and 2016-17, with a 3% incremental adjustment for fiscal year 2017-18. This results in a total of \$159,620 for the three year service period, with an option to extend two, one year periods for a five year total of \$273,072. A total of \$53,500 is proposed in the preliminary budget for fiscal year 2016-17. No new appropriations are required.

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

Attachments: Professional Services Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
LANCE, SOLL & LUNGHARD, LLP**

THIS AGREEMENT, made and entered into this 26th day of April, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and Lance, Soll & Lunghard, LLP hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on July 1, 2016.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be

under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.

Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

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

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

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

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided

in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on June 30, 2019, unless extended in advance and in writing to the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports,

data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

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

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or

firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

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

14. INDEMNIFICATION.

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

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens,

levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's sole negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

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

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

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

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

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

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

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

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

special limitations on the scope of protection afforded to City, its officers, officials, or employees.

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

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

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The

certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

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

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not

employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

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

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the

prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

City.

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

Consultant.

Attention: Deborah Harper, CPA
Lance, Soll & Lunghard, LLP
203 N. Brea Blvd.
Brea, CA 92821

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

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

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

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

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

LANCE, SOLL & LUNGHARD, LLC

CITY OF CHINO HILLS

By 

Art Bennett
Mayor

Title Partner

ATTEST:

By _____

Cheryl Balz
City Clerk

Title _____

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

EXHIBIT A

SCOPE OF SERVICES

The City's Request for Proposal and the Consultant's proposal as submitted will jointly become the Scope of Services for this Professional Services Agreement.

A. Scope of Work to be Performed

The City of Chino Hills desires a Comprehensive Annual Financial Report (CAFR) and its component unit financial statements to be prepared by the independent auditor and to be fully compliant with all current GASB pronouncements. The City will submit the CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. The City has received this award annually for 20 consecutive years and desires to continue to receive this award. The City further desires that the selected firm will prepare the annual Cities Financial Transactions report and submit the report to the State Controller's Office.

The selected independent auditor will be required to perform the following tasks.

1. The audit firm will perform an audit of all funds of the City. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. **The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm.** The CAFR will be in full compliance with Generally Accepted Accounting Principles established by Governmental Accounting Standards Board (GASB). The audit firm will render their auditors' report on the basic financial statements which will include both Government-wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
2. The audit firm will perform, if required, a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 in each year required, and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. Single audit reports will include appropriate schedules of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City Council regarding compliance.
4. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's Investment Policy and render a letter every six (6) months to the City Council regarding compliance.

5. The audit firm shall issue a separate "management letter" for each audit that includes recommendations for improvements in internal controls, accounting procedures, and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Council.
6. The audit firm will prepare and submit the California State Controller's Cities Financial Transactions Report.
7. The audit firm shall perform an audit of the Tres Hermanos Conservation Authority.
8. The audit firm shall perform an audit of the Chino Hills Community Foundation.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
2. The standards applicable to financial audits contained in the most current version of the Generally Accepted Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act; and
4. The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

C. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available to the City or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Council, City Manager, City Attorney, and the Finance Director.



CPAs AND ADVISORS

LANCE, SOLL & LUNGHARD, LLP
AUDIT FEE SCHEDULE
FINANCIAL AUDITING AND REPORT PREPARATION SERVICES**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

The compensation for the financial auditing and report preparation services to be provided in each fiscal year, in accordance with this agreement, is shown below:

Description of Services	2015-2016	2016-2017	2017-2018
Financial Auditing and Report Preparation Services	\$ 38,560	\$ 38,560	\$ 39,720
Single Audit (1 program)**	3,710	3,710	3,820
GANN Limit	470	470	480
Investment AUP	1,530	1,530	1,580
State Controller's Report	2,030	2,030	2,090
Tres Hermanos Financial Report	1,910	1,910	1,970
Chino Hills Community Foundation Financial Report	4,470	4,470	4,600
Maximum Total Fee	\$ 52,680	\$ 52,680	\$ 54,260

** \$1,500 per additional program

3% Increase 2018-2019: \$ 55,888
 3% Increase 2019-2020: \$ 57,564

HOURLY RATES FOR ADDITIONAL SERVICES:

The City, during the term of this agreement, may request that Consultant provide special services in accordance with the provisions of this agreement. If Consultant agrees to perform the special services, the Consultant's hourly fees to perform these services for the term of the agreement are as follows, unless a lesser fee is agreed to in a separate agreement between the City and Consultant.

Partner \$ 292 /hour
 Manager \$ 196 /hour
 Senior \$ 152 /hour
 Professional Staff \$ 128 /hour

Expenses: All expenses incurred by Lance, Soll & Lunghard, LLP in performing the services in accordance with this agreement are included in the above annual fee quotes. These expenses include, but are not limited to: meals and lodging, transportation, communications, report preparation, word processing, printing, and postage.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: April 26, 2016

Item No.: B01

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

April 19, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: APPOINTMENT OF PARKS AND RECREATION COMMISSION
STUDENT MEMBER

RECOMMENDATION:

Accept Mayor Bennett's nomination and ratify appointment of Student Member to the Parks and Recreation Commission with term expiring April 30, 2017.

BACKGROUND/ANALYSIS:

The Parks and Recreation Commission was established pursuant to Chapters 2.28 and 2.32 of the Chino Hills Municipal Code and is advisory in nature to the City Council. It consists of five members, nominated by individual City Council Members and appointed by the City Council. Additionally, there are two non-voting Commission Members. One is an ex-officio Member of the Commission who must serve on the Board of Education of the Chino Valley Unified School District and be appointed by the Board of Education. The second is a Student Member of the Commission who is nominated by the Mayor and confirmed by a majority vote of the City Council to serve a twelve-month term from May of one year to May of the following year. The Student Member must be a Chino Hills resident, attending high school on a full-time basis, with either junior or senior class ranking, and in good academic standing.

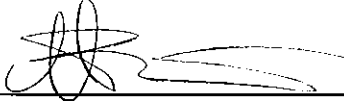
The Student Member's term expires on April 30th of each year. Once applications are received the Mayor conducts interviews with each applicant and presents their nomination to the full City Council for ratification.

On February 22, 2016, the City Clerk's office advertised the opening of the recruitment period to receive applications to fill the upcoming vacancy created by the expiration of Student Commissioner Erin Carvalho's term. Eleven applications were received during the recruitment. Mayor Bennett conducted interviews on Monday, April 18, 2016. Mayor Bennett will present his nomination with term expiring April 30, 2017.

FISCAL IMPACT:

There is no fiscal impact.

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Cheryl Balz
City Clerk

COUNCIL AGENDA STAFF REPORT



Meeting Date: April 26, 2016

Public Hearing: ☒

Discussion Item: ☐

Consent Item: ☐

CITY CLERK USE ONLY

Item No.: C01

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: DEVELOPMENT CODE AMENDMENT NO. 16DCA01 TO AMEND TITLE 16, CHAPTER 16.10 RESIDENTIAL DISTRICTS RELATIVE TO IMPERVIOUS SURFACE COVERAGE AND PAVING WITHIN THE FRONT YARD SETBACK OF SINGLE-FAMILY RESIDENTIAL PROPERTIES

RECOMMENDATION:

Introduce an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA AMENDING THE CHINO HILLS MUNICIPAL CODE TITLE 16, CHAPTER 16.10 RESIDENTIAL DISTRICTS RELATIVE TO IMPERVIOUS SURFACE COVERAGE AND PAVING WITHIN THE FRONT YARD SETBACK OF SINGLE-FAMILY RESIDENTIAL PROPERTIES AND FINDING PROPOSED DEVELOPMENT CODE AMENDMENT NO. 16DCA01 EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

BACKGROUND

Chino Hills Municipal Code Section 16.10.030 Development Standards, Table 20-1 establishes development standards (e.g. residential density, minimum lot sizes, and setbacks) for the City's residential zoning districts. One of the development standards stipulated in this section limits the impervious surface coverage within the required front yard setback of single-family residential properties to a maximum of 50 percent of the front yard area. Section 16.02.210 "I" Definitions and Illustrations defines impervious surface as "any surface, including concrete, asphalt, paving blocks, bricks, waterproof plastic, or other materials, which cover the soil with a surface impervious to water." Based on these sections of the Development Code, a maximum of 50 percent of the required front yard setback area of a single-family residential property may be paved with concrete, asphalt, brick or other surface through which water cannot pass.

On May 28, 2013, the City Council adopted Ordinance No. 263, which included an amendment to exempt flag lots from the impervious surface coverage standard and allow lots narrower than 50 feet in width to exceed this standard as reasonably required

to provide a driveway and walkway, subject to the review and approval of a minor variance. The amendment was intended to provide relief for instances in which the strict application of the impervious surface coverage standard would create a hardship for narrow properties.

Despite this provision for a minor variance, numerous single-family residential properties with front yard widths between 30 to 80 feet do not meet the 50 percent impervious surface coverage requirement. Homes with three-car garages or additional paving for the parking of recreational vehicles often do not conform to this requirement. The City's Code Enforcement Division is currently processing 49 code cases regarding properties that exceed the 50 percent impervious surface coverage standard within the front yard setback. Code Enforcement staff estimate that as many as 35 percent of the City's existing single-family residential properties with front yard widths between 30 and 80 feet currently exceed the 50 percent impervious surface coverage standard. The proposed code amendment has been initiated to resolve the ongoing issue of compliance and provide property owners with increased flexibility.

ANALYSIS:

Community Development staff met with Code Enforcement staff to develop standards that provide property owners with more flexibility in using hardscape within the front yard setback while maintaining a visually attractive street scene. Staff recommends that that Section 16.10.030 Development Standards, Table 20-1 be amended as follows:

Development Standard	Zoning District: R-A	Zoning District: R-R	Zoning District: R-S	Zoning District: RM-1	Zoning District: RM-2	Zoning District: RM-3
E. Maximum Coverage In Front Yard <u>Setback</u> by Impervious Surfaces ^{(h)(i)}	50% <u>See</u> <u>note (h)</u>	50% <u>See</u> <u>note (h)</u>	50% <u>See</u> <u>note (h)</u>	N/A	N/A	N/A

Notes for Table 20-1 (Residential Zone Districts—Development Standards):

- | | |
|-----|--|
| (g) | For maximum lot coverage by building within the PD District, please see each PD. <u>For the maximum coverage in the front yard setback area by impervious surfaces within the PD district, Subsection E in Table 20-1 shall apply. There is no requirement for maximum lot coverage for total impervious surfaces within the PD. See Subsection E in Table 20-1 regarding maximum coverage in the front yard by impervious surface within the PD.</u> |
| (h) | <u>The maximum coverage in the front yard setback by impervious surfaces shall be the greater of 50% or the aggregate area of the following: (i) the area comprising the driveway directly fronting a primary garage door(s) to the street, (ii) one additional area of up to 15 feet in width on one side of the driveway to the street, (iii) a walkway(s) of up to 5 feet in width providing a walking path between the front door of the residence and the front property line and/or the driveway, and (iv) a walkway of up to 5 feet wide providing access from the driveway to the side yard. The remainder of the area within the front yard setback shall consist of landscaping and/or other pervious surfaces (e.g. bark or decomposed granite); notwithstanding any other provision of this code, for the purposes of this section only, permeable</u> |

	<p><u>concrete shall be included in the calculation of impervious surface area. Impervious surface coverage that exceeds the maximum coverage permitted by this section within the required front yard setback area and that was installed prior to [insert the day after the effective date of this ordinance] shall be considered legal non-conforming pursuant to Section 6 of Ordinance No. [insert ordinance number].</u></p> <p>Properties with a lot width of less than 50 feet or with an irregular frontage (such as a cul-de-sac lot) may exceed the standard as reasonably required to provide a driveway and walkway, subject to the review and approval of a minor variance pursuant to Chapter 16.72 Minor Variances. Flag lots, as defined in Section 16.02.240, are exempt from the maximum coverage in front yard setback by impervious surfaces development standard.</p>
(i)	<p><u>Asphalt and/or porous asphalt are not permitted paving materials within the front yard setback as of [insert the effective date of this ordinance]. Any asphalt or porous asphalt existing in the front yard setback as of [insert the effective date of this ordinance] shall be legal non-conforming pursuant to Chapter 16.82 of this code.</u></p>

The proposed amendment would provide increased flexibility for owners of single-family residential properties to provide adequate driveway and walkways and to reduce turf areas and water consumption, while retaining the requirement for vegetation and other soft surfaces within the front yard setback to maintain the aesthetic appeal of street scenes within the City's single-family residential neighborhoods.

Additionally, the proposed amendment would deem any impervious surface coverage that would exceed the maximum coverage standard and that was installed prior to the day after the effective date of the ordinance to be legal non-conforming by permitting 100 percent of the front yard setback to be impervious on the day, and only the day, that the ordinance becomes effective. This action would resolve the current Code Enforcement cases pertaining to impervious surface coverage and allow property owners with previously installed paving to retain their paving through its useful service life. Subsequent to the adoption of the proposed ordinance, property owners would be required to comply with the maximum impervious surface coverage standard for new paving installations and the replacement of existing paved areas within the front yard setback areas of single-family residential properties. Aerial images of the City recorded on March 15, 2016, will be available to City staff as a tool for determining whether paving within the front yard setback was installed prior to adoption of the ordinance.

Review by the Planning Commission:

On February 16, 2016, the Planning Commission conducted a public hearing to consider staff's recommendation to amend the Chino Hills Municipal Code to increase the permissible coverage by impervious surfaces within the required front yard setback of single-family residential properties, provided that the additional paving beyond the current 50 percent maximum coverage standard is decorative in design to maintain the aesthetic appeal of neighborhood street scenes. The Commission discussed whether there should be a staff review process for the installation of pavement within the front yard. Staff explained that building permits are not required for paving and the requirement of a permit could be a concern for homeowners. The Commission also recommended increased public outreach regarding front yard paving requirements and

recommended design treatments. Commissioner Eliason expressed concern that the proposed amendment would allow up to 100 percent of the area within the front yard setback to be covered with impermeable surfaces; he suggested that the standard also require a portion of the front yard setback area to be covered with a soft surface, such as vegetation or bark chips, to soften and break up the hardscape, and that a paved walkway from the front yard to the side yard be permitted. The Commissioners also discussed whether the expansion of paved areas would encourage the parking of vehicles across the property frontage. Commissioner Romero noted that the Development Code would currently allow the installation of an asphalt driveway for single-family residential properties, which would detract from the appearance of the property and neighborhood. Commissioner Bristow noted that allowing additional decorative paving would facilitate the parking of recreational vehicles on single-family residential properties.

There were no speakers during the public hearing. Continuing the public hearing, the Planning Commission directed staff to consider incorporating requirements for a portion of the front yard setback to include permeable surfaces and provide a discussion of how the proposed amendment would affect existing single-family residential properties.

The Planning Commission resumed the continued public hearing on the proposed amendment on April 5, 2016. Commissioner Bristow inquired whether the proposed amendment would provide opportunities for the parking of recreational vehicles on single-family residential properties. Staff responded that the proposed amendment would allow an additional paved area of up to 15 feet in width to be installed on one side of the driveway; this additional paved area could be utilized for recreational vehicle parking or to provide access to recreational vehicle parking on the side of the home or in the rear yard. Commissioner Eliason inquired whether a permit would be required for paving and how staff would communicate the amended standard to the residents if a permit is not required. Staff advised the Commission that the requirement for a permit was not proposed; if the proposed amendment is adopted, staff anticipates that an article may be written in the Champion newspaper, which would increase resident awareness. Additionally, staff would provide information on the standard on the City's website and would work with the Community Relations Division to identify other opportunities for outreach to the residents. Commissioners Bristow and Larson discussed the challenges of finding a balance between providing opportunities for off street parking, while retaining attractive landscape area and treatments. Commissioner Eliason noted that while some residents may opt to install additional paving pursuant to the proposed amendment, he believes that many residents value the aesthetic quality of front yard landscaping and would choose to retain their landscaped areas in lieu of installing additional paving.

There were no speakers during the public hearing. The Planning Commission adopted a resolution recommending to the City Council the adoption of the proposed Development Code Amendment by a unanimous vote, 3-0 (Commissioner Stover recused himself and Commissioner Romero was absent).

Public Notice/Public Comments:

Staff published a public hearing notice in the Chino Hills Champion newspaper on April 16, 2016. As of the writing of this staff report, staff has not received any public comments concerning the proposed Municipal Code Amendment.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney's Office.


FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this Ordinance.

CEQA REVIEW:

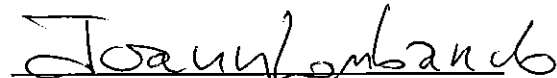
Adoption of the proposed ordinance is exempt from the provisions of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (Title 14 California Code of Regulations §§ 15000, et seq.) because it involves minor alteration of existing private structures or topographical features with negligible or no expansion of use; minor private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees; and minor alterations in land use limitations in areas with an average slope of less than 20 percent, which do not result in any changes in land use or density. This Ordinance, therefore, is categorically exempt from further CEQA review under California Code Regs. Title 14, §§ 15301, 15304, and 15305. This ordinance merely modifies development standards relative to the amount of impervious surfaces and paving within the front yard setback area of single-family residential properties and does not have the potential to cause a significant effect on the environment. Consequently, the proposed amendment to the Development Code relative to impervious surfaces and paving with the front yard setback is also exempt from further CEQA review under Cal. Code Regs. Title 14, §15061.b.3.

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Joann Lombardo
Community Development Director

KB/JL/RG

Attachments:

1. Ordinance for Municipal Code Amendment 15MCA02
2. Public Hearing Notice

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA AMENDING THE CHINO HILLS MUNICIPAL CODE TITLE 16, CHAPTER 16.10 RESIDENTIAL DISTRICTS RELATIVE TO IMPERVIOUS SURFACE COVERAGE AND PAVING WITHIN THE FRONT YARD SETBACK OF SINGLE-FAMILY RESIDENTIAL PROPERTIES AND FINDING PROPOSED DEVELOPMENT CODE AMENDMENT NO. 16DCA01 EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOW, THEREFORE, 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 City currently regulates the amount of impervious surface coverage within the required front yard setback area. The purpose of this standard is to provide an aesthetically attractive front yard and prevent the creation of a visually unappealing mass of gray concrete and/or asphalt paving across the frontage of single-family residential properties.
- b. On May 28, 2013, the City Council adopted Ordinance No. 263, which included an amendment to exempt flag lots from the impervious surface coverage standard and allow lots narrower than 50 feet in width to exceed this standard as reasonably required to provide a driveway and walkway, subject to the review and approval of a minor variance. The amendment was intended to provide relief for instances in which the strict application of the impervious surface coverage standard would create a hardship for narrow properties.
- c. Despite the provision for a minor variance, numerous single-family residential properties with front yard widths between 30 to 80 feet do not meet the 50 percent impervious surface requirement. Homes with three-car garages or additional paving for the parking of recreational vehicles often do not conform to this requirement. The City's Code Enforcement Division is currently processing 49 code cases regarding properties that exceed the 50 percent impervious surface coverage standard within the front yard setback. Code Enforcement staff estimate that as many as 35 percent of the City's existing single-family residential properties with front yard widths between 30 and 80 feet currently exceed the 50 percent impervious surface coverage standard. The proposed code amendment has been initiated to resolve the ongoing issue of compliance and provide property owners with increased flexibility.

- d. On February 16, 2016, the Planning Commission held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed amendments. The Commission expressed concern that the amendment proposed by staff at that time would allow the entire front yard of single-family residential properties to be covered with hardscape and indicated that the standard should incorporate a requirement for some vegetation or other soft surface to provide visual relief. Walkways to the front door and side yard were identified as features that should be permitted. The Commission also expressed concern about the number of vehicles that could be parked within the front yard setback if the permissible paving area is increased and indicated that asphalt paving is not desirable within the front yard setback. The Planning Commission directed staff to revise the proposed amendment to incorporate the direction provided and continued the public hearing to March 15, 2016.
- e. At its meeting on March 15, 2016, the Planning Commission, at the request of staff, continued the public hearing to April 5, 2016, to provide additional time for staff to consider the input previously provided by the Planning Commission and develop alternative standards for the Commission's consideration.
- f. Staff subsequently revised the proposed amendment to the Development Code regarding the regulation of impervious surface coverage within the front yard setback of single-family residential properties to incorporate the Planning Commission's comments.
- g. On April 5, 2016, the Planning Commission held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed amendments. The Commission discussed the challenges of finding a balance between providing opportunities for off street parking, including for recreational vehicles, while retaining attractive landscape area and treatments. The Commission also encouraged staff to seek opportunities to provide increased outreach to residents regarding the proposed standard. The Planning Commission adopted a resolution recommending to the City Council the adoption of the proposed Development Code Amendment.
- h. This Ordinance will provide increased flexibility for owners of single-family residential properties to provide adequate driveway and walkways and to reduce turf areas and water consumption, while retaining the requirement for vegetation and other soft surfaces within the front yard setback to maintain the aesthetic appeal of street scenes within the City's single-family residential neighborhoods.

- j. This Ordinance also permits one hundred percent impervious surface coverage in the front yard setback for one day upon the effective date of this Ordinance so that all non-compliant properties that are not in compliance with the impervious coverage front yard setback requirements as of that date will obtain legal non-conforming status pursuant to Chapter 16.82 of this code. This action resolves the current Code Enforcement cases pertaining to impervious surface coverage and allows property owners with previously installed paving to retain their paving through its useful service life. The day after the effective date of the Ordinance, property owners will be required to comply with the newly adopted maximum impervious surface coverage standard for new paving installations and the replacement of existing paved areas within the front yard setback areas of single-family residential properties that do not meet any applicable exemption under Chapter 16.82 of this code. Aerial images of the City recorded on March 15, 2016, will be available to City staff as a tool for determining whether paving within the front yard setback was installed prior to adoption of the Ordinance.
- k. Notice of public hearing was published in the Chino Hills Champion newspaper on April 16, 2016.
- l. A duly noticed public hearing before the City Council was conducted on April 26, 2016, at which time all interested persons were given an opportunity to testify in support of, or in opposition to the project.

SECTION 2. The City Council finds that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (Title 14 California Code of Regulations §§ 15000, et seq.) because it involves minor alteration of existing private structures or topographical features with negligible or no expansion of use; minor private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees; and minor alterations in land use limitations in areas with an average slope of less than 20 percent, which do not result in any changes in land use or density. This Ordinance, therefore, is categorically exempt from further CEQA review under California Code Regs. Title 14, §§ 15301, 15304, and 15305. This ordinance merely modifies development standards relative to the amount of impervious surfaces and paving within the front yard setback area of single-family residential properties and does not have the potential to cause a significant effect on the environment. Consequently, the proposed amendment to the Development Code relative to impervious surfaces and paving within the front yard setback is also exempt from further CEQA review under Cal. Code Regs. Title 14, §15061.b.3.

SECTION 3. As required under Government Code § 65860, the City Council finds that Chino Hills Municipal Code amendments proposed in Development Code Amendment No. 16DCA01 are consistent with the Chino Hills General Plan as follows:

- a. The proposed Ordinance amending the Chino Hills Development Code conforms to General Plan Goals LU-3 and LU-4 and Policy LU-4.1 in that the amendment will update the Development Code to provide reasonable development standards for single-family residential properties, maintain the integrity of City neighborhoods, and provide excellence in urban design.

SECTION 4. In accordance with Chino Hills Development Code § 16.62.040, the City Council makes the following findings of fact:

- a. FINDING: That the proposed Development Code Amendment is consistent with the goals, policies and objectives of the General Plan.

FACT: The proposed amendment to the Chino Hills Development Code conforms to General Plan Goals LU-3 and LU-4 and Policy LU-4.1 in that the amendment will update the Development Code to provide reasonable development standards for single-family residential properties, maintain the integrity of City neighborhoods, and provide excellence in urban design.

- b. FINDING: That the proposed Development Code Amendment will not adversely affect surrounding properties.

FACT: The proposed Development Code Amendment would be effective citywide and provides reasonable development standards to further enhance the health, safety, and welfare of the community and will not adversely affect surrounding properties.

SECTION 5. Upon the effective date of this ordinance Chino Hills Development Code § 16.10.030 Development Standards, Table 20-1 Residential Zone Districts – Development Standards shall be amended to revise Subsection “E” Maximum Coverage in Front Yard by Impervious Surfaces and revise notes “g” and “h”, and add note “i” as follows, while all other items in this section shall remain unchanged:

Development Standard	Zoning District: R-A	Zoning District: R-R	Zoning District: R-S	Zoning District: RM-1	Zoning District: RM-2	Zoning District: RM-3
E. Maximum Coverage In Front Yard Setback by Impervious Surfaces ⁽ⁱ⁾	See note (h)	See note (h)	See note (h)	N/A	N/A	N/A

Notes for Table 20-1 (Residential Zone Districts—Development Standards):	
(g)	For maximum lot coverage by building within the PD District, please see each PD. For the maximum coverage in the front yard setback area by impervious surfaces within the PD district, Subsection E in Table 20-1 shall apply.
(h)	The maximum coverage in the front yard setback by impervious surfaces shall be permitted to be 100% of the front yard setback.
(i)	Asphalt and/or porous asphalt are not permitted paving materials within the front yard setback as of [insert the effective date of this ordinance]. Any asphalt or porous asphalt existing in the front yard setback as of [insert the effective date of this ordinance] shall be legal non-conforming pursuant to Chapter 16.82 of this code.

SECTION 6. Upon the day after the effective date of this ordinance Chino Hills Development Code § 16.10.030 Development Standards, Table 20-1 Residential Zone Districts – Development Standards shall be amended to revise Subsection “E” Maximum Coverage in Front Yard by Impervious Surfaces and revise notes “g” and “h”, and add note “i” as follows, while all other items in this section shall remain unchanged:

Development Standard	Zoning District: R-A	Zoning District: R-R	Zoning District: R-S	Zoning District: RM-1	Zoning District: RM-2	Zoning District: RM-3
E. Maximum Coverage In Front Yard Setback by Impervious Surfaces ⁽ⁱ⁾	See note (h)	See note (h)	See note (h)	N/A	N/A	N/A

Notes for Table 20-1 (Residential Zone Districts—Development Standards):	
(g)	For maximum lot coverage by building within the PD District, please see each PD. For the maximum coverage in the front yard setback area by impervious surfaces within the PD district, Subsection E in Table 20-1 shall apply.
(h)	The maximum coverage in the front yard setback by impervious surfaces shall be the greater of 50% or the aggregate area of the following: (i) the area comprising the driveway directly fronting a primary garage door(s) to the street, (ii) one additional area of up to 15 feet in width on one side of the driveway to the street, (iii) a walkway(s) of up to 5 feet in width providing a walking path between the front door of the residence and the front property line and/or the driveway, and (iv) a walkway of up to 5 feet wide providing access from the driveway to the side yard. The remainder of the area within the front yard setback shall consist of landscaping and/or other pervious surfaces (e.g. bark or decomposed granite); notwithstanding any other provision of this code, for the purposes of this section only, permeable concrete shall be included in the calculation of impervious surface area. Impervious surface coverage that exceeds the maximum coverage permitted by this section within the required front yard setback area and that was installed prior to [insert the day after the effective date of this ordinance] is legal non-conforming pursuant to Section 5 of Ordinance No. [insert ordinance number], consistent with Chapter 16.82

	of this code. Flag lots, as defined in Section 16.02.240, are exempt from the maximum coverage in front yard setback by impervious surfaces standard.
(i)	Asphalt and/or porous asphalt are not permitted paving materials within the front yard setback as of [insert the effective date of this ordinance]. Any asphalt or porous asphalt existing in the front yard setback as of [insert the effective date of this ordinance] shall be legal non-conforming pursuant to Chapter 16.82 of this code.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the San Bernardino County Code as the same were adopted by reference by City Ordinances Nos. 91-01 and 92-02.

SECTION 8. If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 10. Repeal of any provision of the Chino Hills Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.

SECTION 11. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the Chino Hills Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Chino Hills Municipal Code provisions or other city ordinances to remain in full force and effect for all purposes.

SECTION 12. 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 13. This Ordinance will take effect on the 30th day following its final passage and adoption.

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

ART BENNET, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Chino Hills will hold a public hearing on Tuesday, April 26, 2016 at 7:00 p.m. in the Council Chambers of the City Hall, 14000 City Center Drive, to consider a proposal to amend Title 16 of the Chino Hills Municipal Code, Chapter 16.10 Residential Districts, Section 16.10.030 Development Standards relative to the regulation of impervious surface coverage within the front yard setback area for properties in single-family residential zoning districts. (Development Code Amendment No. 16DCA01)

NOTICE IS FURTHER GIVEN that a determination has been made that the adoption of the ordinance associated with proposed Development Code Amendment No. 16DCA01 is exempt from the provisions of the California Environmental Quality Act (CEQA) because it modifies development standards relative to impervious surfaces within the required front yard setback of single-family residential properties, which does not involve the construction of new buildings or an activity that has the potential of causing a significant effect on the environment. Consequently, the proposed amendment to the Municipal Code is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15304, 15305, and 15061.b.3. Additional information regarding this project is available for public review at the City of Chino Hills Community Development Department, 14000 City Center Drive, Chino Hills, CA 91709 during the following hours: Monday thru Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

NOTICE IS FURTHER GIVEN that if you challenge the above described action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

ALL INTERESTED PERSONS are invited to be present at the public hearing. All persons may give testimony at the time and place indicated above. Additional information regarding this project may be obtained from Ryan Gackstetter, Senior Planner with the Community Development Department at (909) 364-2749 or rgackstetter@chinohills.org.

DATED: April 13, 2016
S/ Cheryl Balz, City Clerk
PUBLISH: Chino Hills Champion
Saturday,
April 16, 2016

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: April 26, 2016

Item No.: C02

Public Hearing: ☒

Discussion Item: ☐

Consent Item: ☐

April 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2016-2017
ACTION PLAN

RECOMMENDATION:

Approve the Draft 2016-2017 Action Plan for the Community Development Block Grant Program.

BACKGROUND/ANALYSIS:

The Community Development Block Grant Program (CDBG) is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Pursuant to the Act, the primary objective of CDBG is to develop viable urban communities by providing decent housing, promoting a suitable living environment, and expanding economic opportunities, primarily for low and moderate-income persons. To achieve these goals, CDBG activities must meet at least one of the three national objectives:

- Benefit low and moderate income persons.
- Aid in the prevention of slum and blight.
- Meet other community development needs having a particular urgency.

Since 1999, the City of Chino Hills has been a recipient of Community Development Block Grant funds from the US Department of Housing and Urban Development. However, due to population restrictions, these funds were contingent on the City's participation in the San Bernardino County Consortium. The San Bernardino County Consortium Agreement expired on June 30, 2003.

Upon the expiration of the Consortium Agreement, the City of Chino Hills became an entitlement jurisdiction, assuming more administrative responsibility relative to the receipt of CDBG funds; with the ability to exercise more control and flexibility in the use of funds.

For the FY 2016-2017 program year, the City of Chino Hills is entitled to receive \$307,484 in CDBG funds. These funds will be used to pursue the statutory goals for the community development and housing programs covered by the Consolidated Plan.

To achieve these goals, the Department of Housing and Urban Development requires an annual action plan, which summarizes the activities that will meet the needs of the community. For the FY 2016-17 program year, the following CDBG activities proposed are

Program Year 2016-2017

CDBG Activity	Program Objective	Amount
Program Administration	Institutional Structure	
Administration		\$ 31,100
Inland Fair Housing and Mediation Board		\$ 30,350
Public Service Programs	Community Development	
Chino Hills Library		\$ 10,000
House of Ruth		\$ 10,000
Legal Aid Society		\$ 5,000
YMCA		\$ 10,000
Family Service Association		\$ 10,000
Home Improvement Program	Housing	\$ 50,000
Los Serranos Infrastructure Improvements	Community Development	\$ 151,034
	Total	\$ 307,484

PROGRAM CHANGES:

In addition to the annual entitlement, the City has \$61,754.21, in unexpended carryover funds from prior years due to unspent public service funds and prior years' home improvement funds. The funds can only be allocated to the Los Serranos Infrastructure Improvement Project or re-allocated to the Home Improvement Program.

As part of an administrative review, HUD requested that all completed projects be closed out. A review of our projects showed that there was an amount of \$30,100 remaining in the 2014 Home Improvement project, which is part of the unexpended carryover. Staff is recommending that the 2014 Home Improvement project be closed and the funds be allocated to the 2016 Home Improvement Program. Staff is recommending that the remaining balance of the unexpended carryover, \$31,654.21, be allocated to the Los Serranos Infrastructure Improvement project.

Unexpended Carryover from Prior Years

CDBG Activity	Program Objective	Amount
Home Improvement Grant	Housing	\$ 30,100.00
Los Serranos Infrastructure Improvements	Community Development	\$ 31,654.21
	Total	\$ 61,754.21

In accordance with the Chino Hills Citizen Participation Plan, the following hearings were conducted for the development of the 2016-2017 Action Plan:

- Public Hearing #1: February 23, 2016 before the Chino Hills City Council
- Public Hearing #2: April 26, 2016 before the Chino Hills City Council
- 30-Day Public Review Period: March 7 – April 6, 2016

Requests for public services were received during the first public hearing on February 23, 2016. The City Council recommended public service projects for inclusion in the Draft Action Plan.

REVIEW BY OTHERS:

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


FISCAL IMPACT:

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

ENVIRONMENTAL (CEQA) 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,

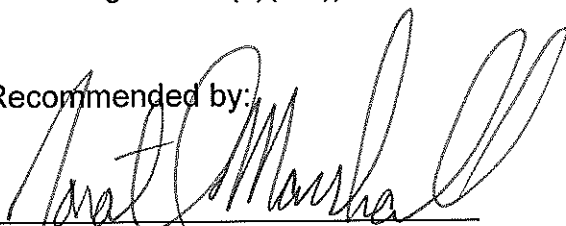


Konradt Bartlam
City Manager

KB:JM:AH:eo

Attachment: Draft 2016-2017 Action Plan

Recommended by:



Jonathan Marshall
Community Services Director

CITY OF CHINO HILLS
Community Development Block Grant

2016-2017 Annual Action Plan

DRAFT – March 7, 2016

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Fiscal 2016-2017 Action Plan is the City's fourth plan of the Consolidated Plan (the "ConPlan") 2013-2018. The one-year Action Plan (the "Plan") proposes projects and activities to meet the priorities described in the strategic plan section of the ConPlan. It describes eligible programs, projects and activities to be undertaken with anticipated funds made available in fiscal 2016-2017 and their relationship to the housing, homelessness, and community and economic development needs identified in the ConPlan.

The total funds available for fiscal 2016-2017 are expected to be \$307,484 in, CDBG funds. In addition, \$61,754.21 will be available from unexpended prior year funds. All of the allocation priorities (projected use of funds) can be tied back to the strategic plan priorities and housing and community development needs assessment outlined in the 2013-2018 ConPlan. The general priority categories of housing, homelessness, special needs and community development needs and their related goals are addressed in the various activities to be undertaken. These activities estimate the number and type of families that will benefit from the proposed activities, including special local objectives and priority needs. The projected "use of funds" identifies the proposed accomplishments. Area benefit activities were qualified using 2010 data from the U.S. Census Bureau.

The Action Plan provides information related to the proposed geographic distribution of investment. It includes a general description of homeless and other community development needs activities to be undertaken and other actions to address obstacles to meet underserved needs and reduce poverty. This plan can also be found at the City's Web site at www.chinohills.org.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

All program activities funded with the City's CDBG funds will benefit low- to moderate-income persons. The basis for assigning the priority to each category was based on the identified needs expressed during the consultation and citizen participation process. In addition, priorities were determined by information gathered from the Census, a market study and existing community documents, which include the City of Chino Hills' 2006-2014 Housing Element. The City coordinates funding for its projects primarily from CDBG funds. There are specific areas of priority need categories that are discussed

throughout this ConPlan: 1) affordable housing (including for elderly, persons with disabilities and persons with HIV/AIDS), 2) community and economic development, 3) public infrastructure improvements, 4) public services for the non-homeless and special needs population and 5) services and programs to eliminate homelessness and HIV/AIDS.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Below is a list of these activities and an assessment of how they addressed the priorities and specific objectives of the plan:

- Home Improvement Grant Program – This activity meets the Affordable Housing priority. For fiscal year 2014-15, the City received 10 applications and approved 5 grants for household repairs throughout the City. The repairs included window replacements and roof repair/replacement. 10 homes were completed out of an expected 11.
- Los Serranos Infrastructure Project- This activity meets the Public Infrastructure priority. The construction of Los Serranos Infrastructure Improvements Phase 2B (D12008) began on July 13, 2015, and was substantially completed on August 14, 2015.
- Fair Housing- This activity meets the Fair Housing priority- The City of Chino contracted with the Inland Fair Housing and Mediation Board (IFHMB's) to provide fair housing services for its residents. IFHMB met the indicator of providing service to 17 income eligible residents.

Public Service

Below are activities in 2015 to meet the Public Service priority for the City.

- Chino Hills Library and Literacy Program-\$10,000
- House of Ruth-\$5,000
- Family Service Association-\$8,000
- West End YMCA \$10,100
- Legal Aid of San Bernardino - \$5,000
- Pomona Valley Habitat for Humanity - \$10,000

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

On November 7 and November 14 the City published the notice of funding availability in the Chino Hills Champion. Applications were mailed to 39 service providers and were due on January 7, 2016. The City

held a technical assistance workshop on November 18, 2015. On February 6, 2016, a public notice was published regarding the City Council meeting/public hearing held February 23, 2016. The City published notices in the Chino Hills Champion on March 5, 2016 and March 19, 2016 regarding the City Council meeting/second public hearing to be held April 26, 2016.

The notice also included information on the 30-day public review and comment period to be held from March 7, 2016 through April 6, 2016. The City also published a notice on April 9, 2016 for the April 26, 2016 Council Meeting and public hearing for final approval of the annual Action Plan.

Public and Private Consultation

The City of Chino Hills consulted with key City departments in the development of the FY 2016-17 Annual Action Plan: Planning; Engineering; Neighborhood Services; Code Enforcement; Economic Development; Finance; Public Works; Library; Recreation; and Police. Information was also collected from other public and quasi-public agencies, including:

- San Bernardino County Home Consortium
- Housing Authority County of San Bernardino (HACSB)
- Inland Mediation and Fair Housing Board (IMFHB)

Social Service/Non-profit Organization Consultation

On November 5, 2015, staff sent 39 project proposal applications to various organizations throughout the area, placed the application and notice on the City's website, and placed advertisements in the Chino Hills Champion Newspaper on November 7, 2016.

Staff received 5 proposals totaling \$50,000

Public Comments

As stated, a 30-day public review and comment period to be held from March 7, 2016 through April 6, 2016. The City also published a notice on March 5, 2016 for the 30-day public review. During the 30-day public review, community members had the opportunity to comment on the draft Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD

7. Summary

The Citizen Participation Plan sets forth the City's policies and procedures for public involvement in Chino Hills' Consolidated Planning Process. It encourages participation by low and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed. The Community Services Department, acting as the lead agency for the Consolidated Plan, is responsible for the citizen participation process and for making available the Citizen Participation Plan and other CDBG documents.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	CHINO HILLS	Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Alma Hernandez | Senior Management Analyst
Community Services Department
14000 City Center Drive
Chino Hills, CA 91709

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has a partnership with the Continuum of Care to address issues of homelessness. The Continuum of Care is a consortium of housing providers, service providers and local governments that work together to end homelessness in Chino Hills and San Bernardino County.

The City does not receive ESG funding. However, the City works closely with the continuum of care homeless system to create funding policies and procedures. The City supports the network of homeless service providers existing in Chino Hills. In addition, the City supports the efforts of the County of San Bernardino to end chronic and episodic homelessness which include:

- Adding a Street Outreach Team in each Supervisorial District.
- Creating additional emergency shelter and transitional housing beds throughout the County.
- Creating new permanent supportive and affordable housing units throughout the County.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In the preparation of the AAP, the City has consulted with public and private departments and agencies and social service and non-profit organizations to understand the community's needs and available resources. The City met with several department representatives to provide information about the AAP and its processes. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

The City of Chino Hills specifically contacted agencies representing persons with HIV/AIDS, homeless persons, low-income youth, persons with disabilities, elderly persons, and persons with alcohol and/or substance abuse problems. Additionally, cities and governments within the region were consulted and contacted as well.

During the focus groups, the City provided detailed information about the ConPlan and the CDBG process, the City's distribution of funds and current projects using the CDBG funds. Focus group participants highlighted the priority needs in general terms and specific to their target population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not have ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	COUNTY OF SAN BERNARDINO H/A
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In the preparation of the AAP, the City has consulted with public and private departments and agencies and social service and non-profit organizations to understand the community's needs and available resources. The City met with several department representatives to provide information about the AAP and its processes. Department staff provided input on how CDBG resources could be used and leveraged to provide services. The City of Chino Hills specifically contacted agencies representing persons with HIV/AIDS, homeless persons, low-income youth, persons with disabilities, elderly persons, and persons with alcohol and/or substance abuse problems. Additionally, cities and governments within the region were consulted and contacted as well. During the focus groups, the City provided detailed information about the ConPlan and the CDBG process, the City's distribution of funds and current projects using the CDBG funds. Focus group participants highlighted the priority needs in general terms and specific to their target population. Table below lists the agencies that were contacted to participate in the focus groups.
2	Agency/Group/Organization	INLAND FAIR HOUSING AND MEDIATION BOARD
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Please see comments above. A complete list of agencies/ Groups/ Organizations consulted during this process is a part of the City's unique attachments.
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Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	San Bernardino County	The County of Bernardino is a Continuum of Care applicant and conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC, the City of Chino Hills' Action Plan will provide support to nonprofits that meet the social services needs of the City's residents including the homeless and families at-risk of homelessness.
Housing Element	City of Chono Hills	Based on the Regional Housing Needs Allocation (RHNA) set forth by the State of California, The Housing Element is the City's chief policy document for the development of affordable and market rate housing. Consistent with this policy document, the City will maintain and enhance the quality of existing residential neighborhoods; and, promote and encourage fair housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No attendance and no responses.	No attendance and no responses.	No attendance and no responses.	
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No attendance and no responses.	No comments received.	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Not applicable.	No comments received	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The total funds available for fiscal 2016-2017 are \$307,484 in, CDBG funds. In addition, \$61,754.21 will be available from unexpended prior year funds. All of the allocation priorities (projected use of funds) can be tied back to the strategic plan priorities and housing and community development needs assessment outlined in the 2013-2018 ConPlan.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	307,484	0	61,754.21	369,238.21	962,259	The total estimated funds available for fiscal 2016-2017 are \$307,484 in, CDBG funds. In addition, \$61,754.21 will be available from unexpended prior year funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. The City does add local funds (including unexpended CDBG funds from prior years) to further support the organizations and individuals receiving CDBG funding. The City will attempt to leverage HOME Consortium Funds, Grants and other funding

when appropriate to meet the objective of the AAP. The City does add local funds (including unexpended CDBG funds from prior years) to further support the organizations and individuals receiving CDBG funding.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

None.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase awareness of the Home Improvement Program	2016	2017	Affordable Housing		Neighborhood Preservation Suitable Living Environments	CDBG: \$ 80,100	Homeowner Housing Rehabilitated: 16 Household Housing Unit
2	Continue improvements in the Los Serranos Area	2016	2017	Public Infrastructure Improvements		Neighborhood Preservation Public Improvements	CDBG: \$ 182,588.21	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
3	Provide support services for the City's residents	2016	2017	Non-Homeless Special Needs			CDBG: \$ 45,000	Public service activities for Low/Moderate Income Housing Benefit: 234 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Administration of the Grant	2016	2017	Administration		Affordable Housing Neighborhood Preservation Supporting Special Needs Programs Suitable Living Environments Public Improvements Supporting Special Needs Services	CDBG: \$ 61,450	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase awareness of the Home Improvement Program
	Goal Description	
2	Goal Name	Continue improvements in the Los Serranos Area
	Goal Description	
3	Goal Name	Provide support services for the City's residents
	Goal Description	
4	Goal Name	Administration of the Grant
	Goal Description	Fair Housing services will be support thorough adminisrtration goal.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

AP-35 Projects – 91.220(d)

Introduction

The activities to be undertaken during 2016-2017 are summarized below. All activities listed in the table are expected to be completed no later than June 30, 2017.

#	Project Name
1	Home Improvement Grant Program
2	Los Serranos Infrastructure Project
3	Fair Housing
4	Chino Hills Library and Literacy Program
5	House of Ruth
6	Legal Aid
7	Family Service Association
8	West End YMCA
9	Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the public participation process, review of regional data and reports (i.e Housing Element and Continuum of Care Homeless Survey,) and study sessions held with nonprofit organizations, the City developed its rational for allocation priorities for FY 2016-17. As previously mentioned, Chino Hills used a need-based strategy, rather than a place-based strategy, to select projects. The majority of programs and services offered, using CDBG funding, will be offered Citywide targeting certain population groups with need for the services, rather than certain geographic locations. Projects that are place-based, such as curb, ramp, and sidewalk improvements, are in locations identified based on ADA compliance and stakeholder consultation.

There are several obstacles to meeting the needs of underserved residents in Chino Hills, as housing affordability is influenced by a complex set of economic conditions. Some of these obstacles are a result of interest rates, lack of disposable income, lack of funding, governmental actions, tax policies and land-use policies and regulations, in addition to other nongovernmental market factors.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	Home Improvement Grant Program
	Target Area	
	Goals Supported	Increase awareness of the Home Improvement Program
	Needs Addressed	Neighborhood Preservation Suitable Living Environments
	Funding	CDBG: \$80,100
	Description	The Home Improvement Grant Program is a citywide program through HUD CDBG funding that allows eligible homeowners to get grant assistance to revitalize their properties and therefore their neighborhoods. In addition to the FY 16-17 Allocation of \$50,000, unexpended prior year carryover funds in the amount of \$30,100 will be allocated to this project. The total allocation for the FY 16-17 will be \$80,100. National Objective: LMH; Matrix Code: 14A
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	16 low/mod households assisted
	Location Description	City Wide
2	Planned Activities	The City-wide Home Improvement Grant Program provides eligible homeowners with grants to assist in revitalizing their properties. Funding is provided by the U. S. Department of Housing and Urban Development Community Development Block Grant Program. Grants will be available up to \$5,000.
	Project Name	Los Serranos Infrastructure Project
	Target Area	
	Goals Supported	Continue improvements in the Los Serranos Area

	Needs Addressed	Neighborhood Preservation Suitable Living Environments Public Improvements
	Funding	CDBG: \$182,588.21
	Description	Los Serranos Neighborhood ADA Compliance Projects. The City is committed to addressing the needs of the disabled community. Proposed construction in the Los Serranos Neighborhood will provide sidewalks, ADA accessible ramps, curbs/gutters, and street lights. In addition to the FY 16-17 Allocation, unexpended prior year carryover funds in the amount of \$31,654.21 will be allocated to this project. The total allocation for the FY 16-17 will be \$182,588.21. National Objective: LMA; Matrix Code: 03J
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	1 Public Facility/ 4,000 People
	Location Description	Los Serranos Census Tract 1.10 Block Groups 1-5
	Planned Activities	pending
3	Project Name	Fair Housing
	Target Area	
	Goals Supported	Administration of the Grant
	Needs Addressed	Supporting Special Needs Services
	Funding	CDBG: \$30,350
	Description	To alleviate this problem, the City of Chino Hills and the Inland Fair Housing and Mediation Board (IFHMB) collaborate to provide education, outreach, enforcement, information, counseling, mediation, investigation, and referral services. Matrix Code: 21D (Administration)
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	16 Households (Fair Housing) 50 Households (Landlord Tenant)
	Location Description	City Wide

	Planned Activities	The City of Chino Hills will contract with the Inland Fair Housing and Mediation Board (IFHMB's) to provide fair housing services for its residents. IFHMB's mission is to actively support and promote fair housing through education and advocacy, to the end that all persons have the opportunity to secure the housing they desire and can afford without discrimination based on their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by law. IFHMB has worked to ensure equal access to housing for residents of Indio by providing discrimination complaint investigations, landlord/tenant counseling, outreach and education, legal services and advocacy.
4	Project Name	Chino Hills Library and Literacy Program
	Target Area	
	Goals Supported	Provide support services for the City's residents
	Needs Addressed	Supporting Special Needs Services
	Funding	CDBG: \$10,000
	Description	The City contracts with the San Bernardino County Library to provide literacy services for adult residents. CDBG funding provides financial support that the James S. Thalman Chino Hills Branch Library to offer free literacy programs for adults five days a week. The program includes free, one-on-one tutoring and instructional support to adult English learners as well as a Mature Driver Education Course and a Computer Basics for Seniors of Chino Hills program. National Objective: LMC; Matrix Code: 05H
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	36 People(Illiterate Adults)
	Location Description	City Wide
	Planned Activities	36 People(Illiterate Adults)
5	Project Name	House of Ruth
	Target Area	
	Goals Supported	Provide support services for the City's residents
	Needs Addressed	Supporting Special Needs Services

	Funding	CDBG: \$10,000
	Description	Addresses the needs of domestic violence victims in the area.National Objective: LMC; Matrix Code: 05G
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	50 People (Victims of Domestic Abuse)
	Location Description	City Wide
	Planned Activities	50 People (Victims of Domestic Abuse)
6	Project Name	Legal Aid
	Target Area	
	Goals Supported	Provide support services for the City's residents
	Needs Addressed	Supporting Special Needs Programs Supporting Special Needs Services
	Funding	CDBG: \$5,000
	Description	Legal Aid Society provides free legal consultations to low-moderate income residents and affordable access to the judicial system to resolve disputes. National Objective: LMC; Matrix Code: 05C
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	47 low income households
	Location Description	city wide
	Planned Activities	provide legal aid services to low-income residents
7	Project Name	Family Service Association
	Target Area	
	Goals Supported	Provide support services for the City's residents

	Needs Addressed	Supporting Special Needs Services
	Funding	CDBG: \$10,000
	Description	FSA provides support services to seniors. National Objective: LMC;
	Target Date	6/6/2016
	Estimate the number and type of families that will benefit from the proposed activities	provide 114 Seniors with meals
	Location Description	City wide
	Planned Activities	114 seniors will be provided with meals.
8	Project Name	
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	Project Name	West End YMCA
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$10,000

	Description	Programs and classes are divided into three categories. Youth Development: Child Care, Education & Leadership, Swim, Sports, and Camps. Healthy Living: Health, Well-Being, Fitness, Family Time, Adult Sports & Recreation, Group Interests. Social Responsibility: Volunteerism and Giving, Community. National Objective: LMC; Matrix Code: OSL
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	10low-income youth served
	Location Description	City Wide
	Planned Activities	10low-income youth served
10	Project Name	Administration
	Target Area	
	Goals Supported	Administration of the Grant
	Needs Addressed	Affordable Housing Neighborhood Preservation Supporting Special Needs Programs Suitable Living Environments Public Improvements Supporting Special Needs Services
	Funding	CDBG: \$31,100
	Description	Provides for personnel and operating costs as they relate to CDBG program administration.
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City Wide
	Planned Activities	Grant Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in areas most directly affected by the needs of low-income residents and those with other special needs.

To create substantive neighborhood improvements and stimulate additional, unassisted improvement efforts, the City will provide a portion of its housing-related funding in targeted low-income neighborhoods, with a particular focus on the Los Serranos Boulevard infrastructure. The Home Improvement Grant Program is a citywide program through HUDs CDBG funding that allows eligible homeowners to get grant assistance to revitalize their properties and therefore their neighborhoods.

There are several obstacles to meeting the needs of underserved residents in Chino Hills, as housing affordability is influenced by a complex set of economic conditions. Some of these obstacles are a result of interest rates, lack of disposable income, lack of funding, governmental actions, tax policies and land-use policies and regulations, in addition to other nongovernmental market factors.

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Based on the public participation process, review of regional data and reports (i.e Housing Element and Continuum of Care Homeless Survey,) and study sessions held with nonprofit organizations, the City developed its rational for allocation priorities for FY 2016-17. As previously mentioned, Chino Hills used a need-based strategy, rather than a place-based strategy, to select projects. The majority of programs and services offered, using CDBG funding, will be offered Citywide targeting certain population groups with need for the services, rather than certain geographic locations. Projects that are place-based, such as curb, ramp, and sidewalk improvements, are in locations identified based on ADA compliance and stakeholder consultation.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	0
Special-Needs	273
Total	323

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	16
Acquisition of Existing Units	0
Total	16

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of Chino Hills does not own public housing. The City works in close collaboration with Housing Authority of the County of San Bernardino (HACSB) to provide public housing within the City. Chino Hills will continue to work independently and closely with the HA and local nonprofits to provide assistance to low-income families. As population demographics continue to change, the City will continue to work with the county housing authority and local (and regional) nonprofits to develop public housing projects in Chino Hills.

Actions planned during the next year to address the needs to public housing

The City of Chino Hills does not own public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Chino Hills does not own public housing

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the City's one-year goals and the specific actions steps it will undertake in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. It will also describe the jurisdiction's one-year goals and specify the activities it will undertake to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will financially support programs and services for the homeless through its CDBG Public Service Funding. Also, there is an existing continuum of care homeless system which serves Chino Hills. The City's strategy is to continue to support the network of homeless service providers existing in Chino Hills. In addition, the City supports the efforts of the County of San Bernardino to end chronic and episodic homelessness which include:

- Adding a Street Outreach Team in each Supervisorial District.
- Creating additional emergency shelter and transitional housing beds throughout the County.
- Creating new permanent supportive and affordable housing units throughout the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

The last homeless count in 2013 conducted by the Interagency Council on Homelessness revealed there were 2,321 homeless adults and children in the county, with 518 living in shelters or having received motel vouchers and 556 living in transitional housing. More than 78 percent (1,821) were counted within seven cities including Fontana, Loma Linda, Ontario, Rancho Cucamonga, San Bernardino, Upland, and Victorville, according to the report. There are currently several facilities and agencies that serve the needs of the homeless in the vicinity of Chino Hills. These include the Frazee Center and Salvation Army located in the City of San Bernardino, and Inland Empire Temporary Homes located in Loma Linda. Other nearby facilities serving the homeless are the Chino Neighborhood House and the Chino Aletheian Foundation in the City of Chino. These facilities provide emergency food and clothing to very-low

income persons, including the homeless. Isaiah's Rock, a nonprofit organization located in downtown Chino, also offers food, clothing and shelter for persons and families in need.

For the past two years, the City has allocated portions of its Community Development Block Grant (CDBG) funds to support the House of Ruth, a national service that works with local shelters to provide housing and support services to homeless women and children. The Housing Element calls for the City to continue these efforts and to coordinate with existing social service providers from surrounding communities to address the needs of the area's homeless population.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Adopted as part of the City's Housing Element, the following are one year goals and policies to help homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Goal H-4: Provide Support Services to Meet the Housing Needs of the City's Residents.

Policy H-4.1: Provide reference and referral services for seniors and disabled persons, such as in-home care and counseling for housing-related issues, to allow seniors and disabled persons to remain independent in the community.

Policy H-4.2: Continue to work with existing area social service providers in addressing the needs of the area homeless population.

Policy H-4.3: Coordinate with County and other regional homeless service providers to support surveys of homeless populations and homeless services.

Policy H-4.4: Address the long and short term needs of identified special housing needs groups through coordination with public and non-profit groups that provide emergency shelter and transitional housing support for City residents.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Rental assistance is a component of the City's strategy to prevent homelessness by individuals and families who are at risk of homelessness. Among this group are extremely low-income renters who are spending more than 50% of their income on housing costs. Also among the people who are threatened with homelessness are the persons and families on the Section 8 waiting list. The City will continue to support the County of San Bernardino Housing Authority's Section 8 rental assistance program. In addition, the City will encourage and facilitate the Housing Authority's landlord outreach efforts in Chino Hills.

In addition, the City's fair housing provider will assist those renters and homeowners in jeopardy of losing their housing. They will mediate landlord/tenant complaints and work with the tenant in formulating a plan, such as a rent repayment plan, and mediate with the landlord in accepting the terms so that the tenant is not eventually evicted. Through its default and foreclosure counseling, the Housing Resource Center's first charge is to assist the homeowner in obtaining a loan modification or workout plan that will keep them in their home. Both of these actions contribute to preventing homelessness.

Discussion

Certain segments of the population may have more difficulty finding decent, affordable housing due to special circumstances. These "special needs" groups include the elderly, large families, disabled persons, female-headed households, farmworkers, and the homeless. Under State law, the housing needs of each group are required to be addressed by all California Cities.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The City's 2014 Housing Element includes an analysis of potential and actual governmental constraints on the maintenance, improvement, or development of housing for all income levels, including land-use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. Notable barriers to developing affordable housing in Chino Hills include:

- Market Constraints
- Construction Costs
- Labor and Land Costs
- Governmental Constraints
- Land-Use Controls
- Land-Use Designations
- Geologic and Other Environmental Constraints

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The following actions, based on the City's ConPlan and the Housing Element, are currently in being utilized or will be completed during the next year to remove barriers to affordable housing.

Actions to Alleviate Barriers Created by Market Conditions

Homeownership Assistance Program. This program serves households earning 35-80 percent of the area median income level as established by HUD. Single-family home ownership opportunities are provided to eligible residents by way of funding closing costs, down payments, and gap financing.

Housing Element. Housing constraints or barriers are those restrictions that can add to the cost of developing housing. The City's 2014-21 Housing Element includes an analysis of potential and actual governmental constraints on the maintenance, improvement, or development of housing for all income levels, including land-use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. To accurately assess the housing environment in the City, close consideration needs to be given to a series of constraints that affect the cost of housing. Key among these constraints is the housing market and infrastructure, environmental and governmental factors. As a part of San Bernardino County, Chino Hills consists of various hills and mountains. Consequently, there are unique geological and environmental concerns that present additional barriers to housing and development in Chino Hills.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

Consolidated Plan:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

In addition, the City will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

The two primary obstacles to meeting the needs of underserved populations in Chino Hills are:

1. Limited City Funding for support services,
1. Costs associated with acquiring and maintaining affordable housing for low and extremely low (homeless) income residents. The City of Chino Hills will take the following actions to address obstacles to meeting underserved needs:

- Promote and encourage housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.
- Maintain and enhance the quality of existing residential neighborhoods.
- Provide support services to meet the housing needs of the City's residents, specifically homeless households and at risk youth other special needs groups.
- Improve the quality and increase the quantity of public improvements that benefit low- and moderate-income residents.
- Provide services to non-homeless special needs populations.

Actions planned to foster and maintain affordable housing

The City supports cooperation in the development of affordable housing through financial and/or technical assistance. The City will cooperate with developers to provide housing opportunities for extremely-low, very-low, low and moderate income households. The City shall also evaluate the effectiveness of its partnerships with non-profit housing developers on an annual basis. Based on its findings, the City will seek ways to expand and foster its partnerships as appropriate. The City will assist and encourage housing development for extremely-low, very-low, low and moderate income households through a variety of activities such as providing in-kind technical assistance, funding support, land write-downs, expedited processing, fee deferrals, and incentives and concessions that meet or exceed State density bonus law as appropriate.

The City shall also encourage the development of housing units for households earning 30 percent or less of the Median Family Income for San Bernardino County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance and expedited processing as appropriate.

Actions planned to reduce lead-based paint hazards

The City will continue to work in partnership with the County's Childhood Lead Poisoning Prevention Programs (CLPPP's). For the outreach program, promotional brochures advertising the program's lead hazard control activities are developed and distributed. Advertising brochures are printed both in

English and Spanish and sent out to those residents with historical childhood lead poisoning cases, blood lead levels above 10 ug/dl. CLPPP provided outreach activities and blood lead screening. Other outreach activities included lead poisoning prevention presentations to local communities and immunization clinics, and setting up booths at health fairs. Blood lead screening was held at target areas. Promotional products are distributed to families participating in blood lead screening.

CLIPP also contributed to our outreach activities with program promotions to landlords and tenants through workshops. Information booths were set up at local malls and County Fairs, and lead-based paint literatures and brochures were distributed to the public at community events. The free lead testing program is also advertised to area residents via a flyer included in neighborhood publications and newspaper within the area. CLIPPS Public Health media production office produced videos on lead-based paint hazard control for landlords, homeowners, and other potential clients as part of their educational and outreach program.

Actions planned to reduce the number of poverty-level families

Chino Hills' antipoverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, expanding job training, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families. Additionally, the City works with the Boys and Girls Club to provide at-risk households with after school programs and services.

All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

Goal: To reduce poverty level incomes below current levels by 2016. This goal will be monitored – in part - by the results of Census 2010.

Policy: To continue to support and coordinate with public and private efforts aimed at preventing and reducing poverty level incomes.

Policy: To conduct outreach with public and private agencies whose mission is to reduce poverty level incomes.

Actions planned to develop institutional structure

The Community Services Department of the City of Chino Hills maintains primary management of as well as the coordination of the various organizations involved in these processes. The staff within the divisions work closely with other City departments and the community to develop programs and activities that improve low- and moderate-income neighborhoods throughout Chino Hills. The administration of program activities includes housing, public facility and infrastructure improvements, public and social service activities and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Actions planned to enhance coordination between public and private housing and social service agencies

Chino Hills will continue to work closely and partner with the County of San Bernardino, local organizations, nonprofits, and the SBHAC to address regional issues that affect the needs of low-income persons, special needs populations, and other at-risk groups.

Program: To support and coordinate with the organizations who directly or indirectly contribute to a reduction in poverty such as the Community Action Partnership (CAP) of San Bernardino County, County of San Bernardino Housing Authority and Desert Alliance for Community Empowerment.

Discussion

The Action Plan provides information related to the proposed geographic distribution of investment. It includes a general description of homeless and other community development needs activities to be undertaken and other actions to address obstacles to meet underserved needs and reduce poverty. This plan can also be found at the City's Web site at www.chinohills.org.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

N/A

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Discussion

N/A