



# A G E N D A

CHINO HILLS CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 14, 2016

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

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

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

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

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

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

## CITY COUNCIL MEMBERS

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

KONRADT BARTLAM  
CITY MANAGER

MARK D. HENSLEY  
CITY ATTORNEY

CHERYL BALZ  
CITY CLERK

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

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

**RECESS INTO CLOSED SESSION****CLOSED SESSION**

2. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - One case anticipated litigation - Southern California Edison Tehachapi Renewable Energy Project Condemnation of City property for Western Transition Station and non-street City property located within the TRTP/CHUG Corridor

**7:00 P.M. - CONVENE MEETING / ROLL CALL****PLEDGE OF ALLEGIANCE TO THE FLAG**

INVOCATION: Pastor Daniel Leon, Yes to Life Church

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

3. HIGHLIGHTED VOLUNTEER - Scott Snyder: Recognition of Scott Snyder as Highlighted Volunteer of the Quarter, for his volunteer service with Citizens on Patrol for the Chino Hills Police Department
4. 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 A17** - *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 May 24, 2016 City Council Meeting Minutes](#)

- A2. Approve Warrant Registers for period of May 5 through May 18, 2016 in amount of \$2,640,662.74
- A3. Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of May 11 through May 24, 2016
- A4. Receive and file Financial Report for April 2016
- A5. Approve Treasurer's Report for April 2016
- A6. Adopt Legislative Policy and Platform for 2016 Legislative Session
- A7. Authorize biennial review of Conflict of Interest Codes for employees and Commission members before October 1, 2016
- A8. Approve Purchase and Sale Agreement with Trumark Homes, LLC, in amount of \$11,600,000 for purchase of Founders site located at 2100 Founders Drive and authorize City Manager to execute any documents related thereto
- A9. Adopt 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 by Adding Section 16.10.030.C. Clustering Standards and Amend Chapter 16.76 Site Plan Approval to Establish Development Standards and Regulations for Clustering Single-Family Residential Development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) Zoning Districts and finding Proposed Development Code Amendment No. 15DCA05 Exempt from Review Under the California Environmental Quality Act - Second Reading (Introduced May 24, 2016)*
- A10. Adopt an Ordinance entitled: *An Ordinance of the City Council of the City of Chino Hills, California, Amending the Chino Hills Municipal Code Title 16 (Development Code) to Regulate Boarding Houses, Prohibit Transient Lodging Uses and Bed and Breakfasts in Residential Zones, and Determining that the Municipal Code Amendment is Exempt from Review Under the California Environmental Quality Act - Second Reading (Introduced May 24, 2016)*
- A11. Approve amendments to Professional Services Agreements Nos. A07-87, A12-05 and A14-151 with Michael Baker International, Inc. (formerly RBF Consultants, Inc.) to change corporation name and extend terms to June 30, 2017 for on-call engineering services, engineering design services, and preparation of initial study for Encroachment Enforcement Project, respectively
- A12. Re-appoint David Kramer and Bill Taylor to Chino Hills Community Foundation Board of Directors as recommended by the Board, for terms ending May 2020
- A13. Adopt resolution amending Measure I Five-Year Capital Improvement Program for Fiscal Years 2015-16 through 2019-20

- A14. [Accept Los Serranos Infrastructure Improvements - Safe Routes to Schools - Phase 2 Project by Sequel Contractors, Inc., as complete; and authorize City Clerk to record Notice of Completion](#)
- A15. [Authorize execution of Amendment No. 3 to Agreement No. A14-79 with Computer Service Company in amount of \\$19,000 for total agreement amount of \\$117,500 for Fiscal Year 2015-16 for maintenance services](#)
- A16. [Adopt resolution amending the Statement of Investment Policy and delegating Investment Authority for City's Investment Portfolio for Fiscal Year 2016-17](#)
- A17. [Authorize Purchase Order with Automated Water Treatment in amount not-to-exceed \\$35,000 for parts and supplies](#)

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

- A18. [Discuss terms of Southern California Edison's Tehachapi Renewable Energy Project Condemnation complaint for Western Transition Station and non-street property located within Tehachapi Renewable Transmission Project and California Public Utilities Commission Corridor](#)

**B. PLANNING COMMISSION MATTERS** - *This portion of the City Council Agenda is for matters from the June 7, 2016 Planning Commission Meeting. No action is required unless two members of the City Council wish to request a review of the matter, in accordance with Section 16.58.070 of the Chino Hills Municipal Code. Expiration of the public appeal period on Planning Commission Item B1 is June 21, 2016, 5:30 p.m.*

- B1. [Conditional Use Permit No. 14CUP02: Adopted a resolution approving Conditional Use Permit No. 14CUP02 for the Installation of a Verizon Wireless Telecommunication Facility on the Southwest Corner of English Road and Peyton Drive and finding that the Project is exempt from review under the California Environmental Quality Act](#)

**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. [Adopt Resolutions adopting Fiscal Year 2016-17 Budget; establishing Fiscal Year 2016-17 Appropriation limits for City of Chino Hills and Community Facilities Districts; and modifying Master Schedule of Fees](#)

**BUDGET RELATED CONSENT CALENDAR ITEMS NO. C1a THROUGH C1g:**

- C1a. [Adopt Resolutions to conduct a General Municipal Election on Tuesday, November 8, 2016 for election of certain officers, requesting consolidation of Election with County of San Bernardino, and adopting regulations for candidates for elective office pertaining to candidate statements](#)

- C1b. [Authorize execution of Amendment No. 29 to Agreement A94-93 with County of San Bernardino \(Contract No. 94-765\) for net amount of \\$12,117,401 to reclassify one Motor Pool Service Assistant position to Sherriff's Service Specialist, add two unmarked units, and continued law enforcement services to unincorporated areas in west end of County \(Mission Corridor\)](#)
- C1c. [Authorize issuance of Blanket Purchase Orders for Fiscal Year 2016-17 to Staples in amount not-to-exceed \\$44,000 for office supplies; Lowe's in amount not-to-exceed \\$46,000 for various supplies and equipment; Threadworks, Inc. in amount not-to-exceed \\$35,000 for uniform shirts for designated City staff; Data Ticket, Inc. in amount not-to-exceed \\$35,000 for services related to City citations; Champion Publications, Inc. in amount not-to-exceed \\$50,000 for publications in the Champion Newspaper; HD Supply in amount of \\$900,000 for water meters and supplies; Holliday Rock in amount of \\$35,000 for backfill and asphalt materials, Vulcan Materials in amount of \\$35,000 for asphalt materials; Western Waterworks in amount of \\$65,000 for water maintenance supplies; C. Wells in amount of \\$50,000 for various water maintenance supplies; Grainger Industrial Supply in amount of \\$50,000 for procurement of maintenance supplies; and Waxie in amount of \\$50,000 for procurement custodial supplies](#)
- C1d. [Authorize execution of Professional Service Agreement with Jones Lang La Salle Brokerage, Inc. in amount not-to-exceed \\$60,000 for commercial broker services](#)
- C1e. [Authorize execution of Professional Service Agreement with Michael Baker International, Inc. in amount not-to-exceed \\$200,000 for planning services](#)
- C1f. [Authorize execution of Amendment No. 4 to Agreement No. A12-50 with The Ramsay Group in amount of \\$5,280, for total agreement amount not-to-exceed \\$38,375 for Community Development Block Grant Program annual reports](#)
- C1g. [Authorize execution of Amendment No. 1 to Agreement No. A2015-148 with Golden Graphix and Printing in amount of \\$50,000, for total agreement amount not-to-exceed \\$100,000 for printing and mailing services of the Recreation Guide and City News](#)

## **PUBLIC INFORMATION OFFICER REPORT**

### **SAFETY UPDATES - Police and Fire (if any)**

### **COUNCIL REPORTS**

League of California Cities - Vice Mayor Marquez

Southern California Association of Governments - Vice Mayor Marquez

Omnitrans - Council Member Graham

San Bernardino Associated Governments - Council Member Graham

**COUNCIL COMMENTS**

**ADJOURN IN MEMORIAM:** Adjourn in memory of Gene Koopman, long time Board Member of the Inland Empire Utilities Agency who passed away at the age of 73 on May 31, 2016

**ADJOURNMENT:**

# MINUTES

## CITY COUNCIL CITY OF CHINO HILLS

MAY 24, 2016  
REGULAR MEETING

Mayor Bennett called the Fiscal Year 2016-17 Budget Workshop to order at 3:00 p.m. and requested the City Clerk to call roll.

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

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER  
PENNY ANGEL, ASSISTANT FINANCE DIRECTOR  
DENISE CATTERN, PUBLIC INFORMATION OFFICER  
CHERYL BALZ, CITY CLERK  
DARREN GOODMAN, POLICE CHIEF, CHINO HILLS POLICE  
JUDY LANCASTER, FINANCE DIRECTOR  
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR  
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR  
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR  
STEVE NIX, CITY ENGINEER  
LYNNAE SISEMORE, ASSISTANT CITY CLERK

### **PLEDGE OF ALLEGIANCE TO THE FLAG**

Led by Police Chief Darren Goodman.

### **PUBLIC COMMENTS**

There were no public comments.

### **WORKSHOP - FISCAL YEAR 2016-17 BUDGET**

The City Council reviewed and discussed the proposed Fiscal Year 2016-17 Budget, including Programs and Objectives, Capital Improvement Projects, and Five-Year Budget Outlook.

City Manager Bartlam gave a PowerPoint presentation, which is on file in the City Clerk's Office, which illustrated the process involved in developing the proposed budget and provided an overview of the various personnel changes, programs, and projects.

City Engineer Nix gave a brief summary of the Fiscal Year 2016-17 Capital Improvement Program. He reported that 31 projects, for a total of \$22.4 million, are proposed, which does not include property acquisitions. He also noted that new projects for Fiscal Year 2016-17 include various grants.

Following discussion of the Fiscal Year 2016-17 budget, Council thanked staff for their efforts in putting together a detailed budget by outlining each subject matter.

Mayor Bennett adjourned the Budget Workshop at 5:03 p.m.

Mayor Bennett called the meeting of the City Council of the City of Chino Hills to order at 5:30 p.m. All members were present.

### **PUBLIC COMMENTS**

There were no public comments.

### **RECESS TO CLOSED SESSION**

Mayor Bennett declared the meeting recessed at 5:30 p.m. for closed session.

### **REAL PROPERTY NEGOTIATIONS**

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; Eric Nelson, Trumark Homes, LLC, and Konradt Bartlam, Negotiators

### **EXPOSURE TO LITIGATION**

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Exposure to Litigation - One case

### **ANTICIPATED LITIGATION**

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation - Two cases:

- a. Delinquent assessment foreclosure on Golden Triangle Property - APN No. 1028-351-47
- b. California Environmental Quality Act proposed determination by Department of Toxic and Substance Control for Aerojet property

### **CLOSED SESSION RECESS**

Mayor Bennett recessed the Closed Session at 6:40 p.m.

### **CONVENE REGULAR MEETING AND ROLL CALL**

Mayor Bennett called the regular meeting order at 7:01 p.m.

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

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER  
MARK HENSLEY, CITY ATTORNEY  
CHERYL BALZ, CITY CLERK  
DENISE CATTERN, PUBLIC INFORMATION OFFICER  
DARREN GOODMAN, POLICE CHIEF, CHINO HILLS POLICE  
JUDY LANCASTER, FINANCE DIRECTOR  
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR  
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR  
MELISSA ARMIT, COMMUNITY SERVICES SUPERVISOR  
LYNNAE SISEMORE, ASSISTANT CITY CLERK  
STEVE NIX, CITY ENGINEER  
TIM SHACKELFORD, FIRE CHIEF, CHINO VALLEY FIRE  
DEPARTMENT

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Led by John Pruitt, former Chino Valley School Board Member.

**INVOCATION**

Led by Mayor Bennett.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

There was no reportable action taken in Closed Session.

**INTRODUCTION - New City Employee:** Mayor Bennett introduced the following new City employee:

- Evan Von Ranzow, Engineering Technician I

**PUBLIC COMMENTS**

John Pruitt, resident, spoke about the passing of Chino Valley Unified School District Board Member Lonnie Truett and invited Council to attend Mr. Truett's Celebration of Life at the McCoy Equestrian Center on June 11, 2016.

Warner Stafford, Stella Herrera, Cindy Cruz, and Ray Gonzalez, announced that the Vietnam Traveling Wall will arrive in Chino on June 30th, following a procession, and will remain at Ayala Park until July 5, 2016.

Al Matta, resident, expressed his opinions about invocations and PowerPoint presentations at City Council meetings. He also addressed his concerns with late night joggers in the City.

Linda Schroeder, resident, spoke about numerous parked cars and unkempt homes in the Los Serranos area, along with illegible signs in the neighborhood.

Bob Goodwin, resident, voiced his opinions about the Aerojet site and said that the Hope for the Hills members are concerned with traffic impacts, pollutants, and water and air quality in the area.

Sharon Wilkins, resident, expressed her dislike for the new Frontier Communications Corporation.

Mayor Bennett, Vice Mayor Marquez, and Council Member Rogers expressed their condolences to Jeff Truett and his family for the loss of his father.

Mr. Truett thanked Council for the sympathies.

## **CITY DEPARTMENT BUSINESS**

### **CONSENT CALENDAR**

Item number A7, regarding the third quarterly budget review, appropriation budget amendments, and recommended changes to the Capital Improvement Program, was pulled for discussion and separate vote.

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

### **MINUTES**

The City Council approved the May 10, 2016 City Council Meeting Minutes, as presented.

### **WARRANT REGISTERS**

The City Council approved the Warrant Registers for the period of April 21 through May 4, 2016 in the amount of \$2,464,809.56, 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 April 27 through May 10, 2016, as presented.

### **CALRECYCLE - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-016**, *of the City Council of the City of Chino Hills authorizing submittal of application for payment programs and related authorizations* to the Department of Resources Recycling and Recovery (CalRecycle).

### **NOTICE OF COMPLETION - PEYTON DRIVE AND ENGLISH CHANNEL PHASE 3 PROJECT**

The City Council (1) accepted the Peyton Drive and English Channel Phase 3 Project by H & H General Contractors, Inc., as complete; (2) authorized the City Clerk to record the Notice of Completion; (3) approved Change Order No. 11 to Agreement A2014-180 with H & H General Contractors, Inc. for net credit of (\$217,788.54); (4) authorized the release of any remaining encumbrance after final payment of retention; (5) reduced the amount of the Performance Bond to 25 percent for warranty for the period of one year; and (6) authorized the release of Labor and Materials Bond six months after project acceptance.

**PURCHASE ORDER - PRINTER FLEET SERVICES**

The City Council authorized staff to increase Purchase Order No. 160320 with Konica Minolta Business Solutions to a not-to-exceed amount of \$84,300 to cover maintenance, support, and supplies for the City's printer fleet for the remainder of Fiscal Year 2015-16.

**ANNUAL ASSESSMENTS - LANDSCAPE AND LIGHTING DISTRICT NO. 1 - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-017** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of the Chino Hills Landscape and Lighting District No. 1, Setting the Date, Time and Place for Confirmation of Annual Assessments for the Chino Hills Landscape and Lighting District No. 1, Pursuant to the Provisions of the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 et. seq., State of California).

**ANNUAL ASSESSMENTS - SPECIAL MAINTENANCE AREAS 1 AND 2 - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-018** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of Special Maintenance Areas 1 and 2, Setting the Date, Time and Place for Confirmation of Annual Assessments for Special Maintenance Areas 1 and 2.

**ANNUAL ASSESSMENTS - LOS SERRANOS LIGHTING MAINTENANCE DISTRICT RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-019** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of Chino Hills Los Serranos Lighting Maintenance District, Setting the Date, Time and Place for Confirmation of Annual Assessments, Pursuant to the Provisions of Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 et seq., State of California).

**ANNUAL ASSESSMENTS - VELLANO LANDSCAPE AND LIGHTING DISTRICT - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-020** of the City Council of the City of Chino Hills, Acting in its Capacity as the Governing Body of the Chino Hills Vellano Landscape and Lighting District, Setting the Date, Time and Place for Confirmation of Annual Assessments for the Chino Hills Vellano Landscape and Lighting District, Pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Section 22500 et seq., State of California).

**ANNUAL LEVY - COMMUNITY FACILITIES DISTRICT NO. 2015-1 (VILA BORBA) - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2016R-021** of the City Council of the City of Chino Hills, Acting as the Legislative Body of Community Facilities District No. 2015-1 (Vila Borba) authorizing the Annual Levy of Special Taxes for Fiscal Year 2016-2017.

**PURCHASE ORDER - GLENMEADE PARK**

The City Council authorized a purchase order with Game Time C/O Great Western Park

and Playground in the amount of \$26,983.75 for purchase of a play structure for Glenmeade Park.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

### **DISCUSSION CALENDAR**

#### **QUARTERLY BUDGET REVIEW**

Council Member Graham removed this item from the Consent Calendar for a separate vote. He thanked staff for a thorough presentation during the quarterly budget review workshop.

Following discussion, a motion was made by Council Member Graham, seconded by Council Member Rogers to (1) receive and file the third quarterly budget review; (2) approve the appropriations budget amendments as outlined in the written staff report; and (3) approve the recommended changes the Capital Improvement Program.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

### **PUBLIC HEARINGS**

#### **CLUSTERING STANDARDS - ORDINANCE INTRODUCED**

Senior Planner Jerrod Walters gave a PowerPoint Presentation and 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.

Bob Goodwin, resident, inquired about the Aerojet property lot size.

Council Member Graham stated that Aerojet owns 200 feet of the property and leases 800 feet of surrounding land.

Mayor Bennett closed the public hearing.

Following discussion, a motion was made by Council Member Rogers, seconded by Vice Mayor Marquez to 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 by Adding Section 16.10.030.C. Clustering Standards and Amend Chapter 16.76 Site Plan Approval to Establish Development Standards and Regulations for Clustering Single-Family Residential Development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) Zoning Districts and Finding Proposed Development Code Amendment No. 15DCA05 Exempt from Review Under the California Environmental Quality Act* for first reading by title only and waived further reading.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

#### **BOARDING HOUSES, TRANSIENT LODGING AND BED AND BREAKFASTS REGULATIONS - ORDINANCE INTRODUCTION**

Senior Planner Gackstetter gave a PowerPoint Presentation and briefed the City Council on the staff report which is on file in the City Clerk's Office.

Jim Gallagher, Cynthia Knutson, Anthony Van Beek, Tony Travers, Beth Travers, and Al Matta spoke in favor of regulating boarding houses, prohibiting transient lodging uses and Bed and Breakfasts in residential zones.

Ken Rosenthal spoke in opposition of regulating boarding houses, prohibiting transient lodging uses and Bed and Breakfasts in residential zones.

Jason Zara, Chamber of Commerce President, inquired about whether a short term stay with friends or family would become a code enforcement issue.

Following discussion, a motion was made by Council Member Graham, seconded by Vice Mayor Marquez to 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 (Development Code) to Regulate Boarding Houses, Prohibit Transient Lodging Uses and Bed and Breakfasts in Residential Zones, and Determining that the Municipal*

*Code Amendment is Exempt from Review Under the California Environmental Quality Act for first reading by title only and waived further reading.*

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 on Monday, May 30th residents will have priority registration for the City's swimming lessons. For more information contact the Contact Community Services department. PIO Cattern announced the upcoming Community Hero Nominations to honor those who have contributed to the quality of life in the City of Chino Hills. For more information visit the City's website at [www.chinohills.org/CommunityHero](http://www.chinohills.org/CommunityHero). Lastly, PIO Cattern announced that State of the City will be held on Thursday, June 9th at the Chino Hills Community Center. She noted that tickets are \$15 each and can be purchased through the Chino Valley Chamber of Commerce.

### **SAFETY UPDATES - Police and Fire (if any)**

**Police:** Police Chief Goodman spoke about two Assembly Bills, AB604 and AB1096 that changes the definition of a motorized board, specifically hoverboards and electric bikes. He said helmets are required for both which will lead to more enforcement.

**Fire:** Fire Chief Shackelford announced the Wildfire Awareness Fair on June 5th from 1:00 to 3:00 p.m. at Fire Station 64 located on 16231 Canon Lane.

### **COUNCIL REPORTS**

#### **CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Mayor Bennett attended the Chino Valley Unified School District's awards ceremony and commented about the exemplary military salute.

#### **HEALTHY CITIES STEERING COMMITTEE**

Council Member Rogers attended the Healthy Cities Steering Committee quarterly meeting and said the members established a vision statement, spoke of ways to promote healthy living in the City, and how they will be setting up informational booths at Concerts in Park.

Council Member Moran mentioned that the Healthy Steering Committee is open to the public and to contact Community Services Supervisor Gandara for more information regarding the committee and events.

#### WATER FACILITIES AUTHORITY

Council Member Rogers attended the Water Facilities Authority (WFA) meeting and discussed state water wells and the approval of their budget including Capital Improvements Projects.

#### **COUNCIL COMMENTS**

**Graham:** Council Member Graham thanked staff for the conducting a thorough budget workshop.

**Moran:** Council Member Moran stated that the Prado Dam mural group is seeking support to implement restoration of the Prado Dam Bicentennial Freedom Mural, and encouraged the public to support the cause. Council Member Moran stated that the City's Code Enforcement officers are reactive in the community and recommended that members of the public contact them to address their concerns. Council Member Moran wished the Ruben S. Ayala High School, Chino Hills High School, and Boys Republic all a happy graduation.

**Rogers:** Council Member Rogers congratulated the upcoming High School graduates. He thanked staff for a detailed workshop of the proposed Fiscal Year 2016-17 budget. He recommended that the police heavily enforce the Carbon Canyon Road area. Council Member Rogers inquired about the status of torn and faded Military banners.

Council Member Graham stated that tattered or worn Military banners have to be replaced by the family members.

Council Member Rogers offered his condolences to the families of the passing of Lonnie Truett and Gary Christman.

**Marquez:** Vice Mayor Marquez attended the Third Annual Priceless Pets Rescue Pack Walk. He wished Chino Valley Fire District Board Member John DeMonaco a speedy recovery for his knee replacement. Vice Mayor Marquez inquired about the truck traffic in Carbon Canyon and the proposed partnership with the City of Brea to mitigate the problem. City Manager Bartlam stated that the City of Brea is not interested at this time. Vice Mayor Marquez inquired about Eagle Scout Court of Honor celebrations exceeding the capacity at the McCoy Equestrian Center. City Manager Bartlam stated that he will keep Council apprised of the unresolved issues with Court of Honor events.

**Bennett:** Mayor Bennett encouraged the community to get involved in Memorial Day celebrations to honor the men and women who served in the armed forces. He congratulated all of the upcoming sixth and eighth grade promotions. Mayor Bennett announced that the 2016 State of the City will be held on June 9th at the Chino Hills Community Center. He announced that the second public comment period to the Department of Toxic Substance Control (DTSC) regarding the cleanup of the former Aerojet site is due by June 13th. He said that he will be attending a Building Industry

Association conference on June 17th regarding local housing. He stated that he will not be in attendance for the June 14th City Council meeting. Lastly, Mayor Bennett announced that Concerts in the Park will commence on June 22nd, and that the Fourth of July celebration will be held on June 29th at Veterans Park.

**ADJOURN IN MEMORIAM:**

Mayor Bennett adjourned the meeting in memory of Chino Valley Unified School Board Member Lonnie Truett who passed away on May 12, 2016; and Chino Hills resident and local Realtor and Lender Gary Christman who passed away on May 20, 2016.

**ADJOURNMENT:**

Mayor Bennett adjourned at 8:46 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A02

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS  
ISSUED FOR THE PERIOD MAY 5, 2016 – MAY 18, 2016, IN AN  
AMOUNT OF \$2,640,662.74

### 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 May 5, 2016, to May 18, 2016, payments in excess of \$25,000 have been issued totaling \$2,640,662.74.

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

## ITEMS EXCEEDING \$25,000.00

PREPARED 05/16/2016,16:09:52  
 PROGRAM: GM339L  
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST  
 AS OF: 05/18/2016 PAYMENT DATE: 05/18/2016

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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
										AMOUNT
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.								
193316	PI6437	160268	00	05/18/2016	001-8400-888.50-10	LANDSCAPE SERVICES			8,416.31	
193316	PI6438	160268	00	05/18/2016	031-8400-888.50-10	LANDSCAPE SERVICES			2,238.45	
193316	PI6447	160270	00	05/18/2016	031-8400-888.50-10	LANDSCAPE SERVICES			400.35	
193316	PI6439	160268	00	05/18/2016	045-8400-888.50-10	LANDSCAPE SERVICES			46,868.31	
193316	PI6446	160270	00	05/18/2016	045-8400-888.50-10	LANDSCAPE SERVICES			184.01	
193316	PI6440	160268	00	05/18/2016	050-8400-888.50-10	LANDSCAPE SERVICES			6,705.10	
193316	PI6441	160268	00	05/18/2016	061-8400-888.50-10	LANDSCAPE SERVICES			2,505.36	
193316	PI6442	160268	00	05/18/2016	071-8400-888.50-10	LANDSCAPE SERVICES			24,988.09	
193316	PI6443	160268	00	05/18/2016	073-8400-888.50-10	LANDSCAPE SERVICES			5,139.61	
193316	PI6444	160268	00	05/18/2016	123-8400-888.50-10	LANDSCAPE SERVICES			65.11	
193316	PI6445	160268	00	05/18/2016	124-8400-888.50-10	LANDSCAPE SERVICES			653.40	
193330	PI6449	160274	00	05/18/2016	500-8113-888.31-90	LANDSCAPE SERVICES			676.00	
VENDOR TOTAL *									98,840.10	
0000409	00	INLAND EMPIRE UTILITIES AGENCY								
90017991	005912		00	05/18/2016	009-0000-223.20-00	SUPPLEMENTAL CAPITAL CALL			505,189.00	
FY END 6/30/16	005915		00	05/18/2016	500-0000-208.00-00	REIMBURSE AD VALOREM TAX			10,985.07	
90018003	005913		00	05/18/2016	500-8113-888.60-14	RECYCLED WATER:MAR'16			18,217.50	
90018023	005914		00	05/18/2016	500-8113-888.60-16	BASIN RECHARGE:MAR'16			29,652.43	
VENDOR TOTAL *									564,044.00	
0000478	00	MONTE VISTA WATER DISTRICT								
CH 2016-10	005920		00	05/18/2016	500-8113-888.60-10	WATER DELIVERIES:APR'16			378,100.80	
VENDOR TOTAL *									378,100.80	
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.								
M/O APR'16	005837		00	05/18/2016	001-0000-388.20-15	AB939 ADMIN FEE:GENRL FND			6,578.04-	
M/O APR'16	005838		00	05/18/2016	001-0000-303.20-04	FRANCHISE TAX:SOLID WASTE			37,588.78-	
M/O APR'16	005836		00	05/18/2016	501-0000-388.20-20	BILLING FEE:SEWER UTILITY			1,381.94-	
M/O APR'16	005834		00	05/18/2016	504-8500-888.31-40	REFUSE CONTRACT SERVICES			375,887.83	
M/O APR'16	005835		00	05/18/2016	504-8500-888.31-40	BILLING FEE:WATER UTILITY			4,145.82-	
VENDOR TOTAL *									326,193.25	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.								
2264087388/MAY6005981			00	05/18/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL			2,081.54	
2264087800/MAY6005962			00	05/18/2016	001-8400-888.60-15	ELECTRIC/STREET LITE BILL			2,970.73	
2264088808/MAY6005963			00	05/18/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL			2,461.45	
2264100116/MAY6005964			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			376.23	
2264137902/MAY6005968			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			1,311.58	
2271636854/MAY6005971			00	05/18/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL			40.14	
2278582051/MAY6005973			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			331.97	
2284813268/MAY6005976			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			96.31	
2286535943/MAY6005977			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			60.33	
2353915630/MAY6005980			00	05/18/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL			65.22	
2288705148/MAY6005978			00	05/18/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL			461.00	
2264100116/MAY6005965			00	05/18/2016	045-8400-888.60-20	ELECTRIC/STREET LITE BILL			15,208.10	
2011972346/MAY6005959			00	05/18/2016	050-8400-888.60-20	ELECTRIC/STREET LITE BILL			849.51	
2264135732/MAY6005966			00	05/18/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL			24.89	
2264135732/MAY6005967			00	05/18/2016	071-8400-888.60-20	ELECTRIC/STREET LITE BILL			10,997.38	

PREPARED 05/16/2016,16:09:52  
PROGRAM: GM339L  
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST  
AS OF: 05/18/2016 PAYMENT DATE: 05/18/2016

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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0000245	00	SOUTHERN CALIFORNIA EDISON CO.									
2288705148/MAY6005979			00	05/18/2016	071-8400-888.60-15		ELECTRIC/STREET LITE BILL		25.15		
2281642215/MAY6005974			00	05/18/2016	072-8400-888.60-20		ELECTRIC/STREET LITE BILL		360.37		
2281642710/MAY6005975			00	05/18/2016	072-8400-888.60-20		ELECTRIC/STREET LITE BILL		619.46		
2278087176/MAY6005972			00	05/18/2016	073-8400-888.60-20		ELECTRIC/STREET LITE BILL		82.01		
2264137902/MAY6005969			00	05/18/2016	121-8400-888.60-20		ELECTRIC/STREET LITE BILL		5,563.16		
2011973674/MAY6005961			00	05/18/2016	123-8400-888.60-20		ELECTRIC/STREET LITE BILL		174.36		
2011973542/MAY6005960			00	05/18/2016	124-8400-888.60-20		ELECTRIC/STREET LITE BILL		107.82		
2264173790/MAY6005970			00	05/18/2016	501-8120-888.60-15		ELECTRIC/STREET LITE BILL		1,467.97		
							VENDOR TOTAL *		45,736.68		
0001641	00	WEST COAST ARBORISTS, INC.									
114793		PI6435 160264	00	05/18/2016	031-8400-888.50-12		LANDSCAPE SERVICES		5,880.00		
114794		PI6465 160264	00	05/18/2016	033-8300-888.50-12		LANDSCAPE SERVICES		900.00		
114792		PI6434 160264	00	05/18/2016	045-8400-888.50-12		LANDSCAPE SERVICES		18,900.00		
114795		PI6436 160264	00	05/18/2016	071-8400-888.50-12		LANDSCAPE SERVICES		4,770.00		
							VENDOR TOTAL *		30,450.00		
							TOTAL EXPENDITURES ****		1,443,364.83		
							GRAND TOTAL *****				1,443,364.83

**Outgoing Wire Transfers Over \$25,000**  
 From 5/5/16 to 5/18/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	5/18/2016	575-0000-218-1000	P/R Tax Transfer - Federal	58,644.84
			<b>Vendor Total *</b>	<b>58,644.84</b>
<b>Grand Total Transfers Over \$25,000 *****</b>				<b>58,644.84</b>

**ITEMS EXCEEDING \$25,000.00**

PREPARED 05/05/2016,11:15:04  
PROGRAM: GM339L  
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST  
AS OF: 05/11/2016 PAYMENT DATE: 05/11/2016

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001246	00	CHINO VALLEY FIRE DISTRICT						
2016-00000006	PI6329	160680	00	05/11/2016	001-1110-888.31-90	GENERAL SERVICES	104,541.00	
						VENDOR TOTAL *	104,541.00	
0000529	00	CHINO VALLEY UNIFIED SCHOOL DISTRICT						
M/O APR'16	005719		00	05/11/2016	009-0000-223.11-00	SPECIAL TAX "A" CFD #5	37,263.36	
M/O APR'16	005720		00	05/11/2016	009-0000-223.11-00	SPECIAL TAX "A" CFD #5	37,263.36	
						VENDOR TOTAL *	74,526.72	
0000409	00	INLAND EMPIRE UTILITIES AGENCY						
90017921	005690		00	05/11/2016	500-8113-888.31-90	VOLUMETRIC FLOW CHARGES	1,478.61	
90017968	005691		00	05/11/2016	501-8120-888.31-65	EDU/OPERATIONS&MAINT:MAR6	385,107.02	
						VENDOR TOTAL *	386,585.63	
0007292	00	RICH CONSTRUCTION, INC.						
02/042816	PI6325	160598	00	05/11/2016	399-7100-888.84-10	ENGINEERING SERVICES	306,519.48	
						VENDOR TOTAL *	306,519.48	
0000608	00	SBCERA						
PP 10/16	PR0511		00	05/11/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	258.00	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	147,657.44	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	12,574.03	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-10	NON-RFNDBL GEN MBR CONTRB	22,820.48	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTRN	8,932.30	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	3,923.84	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,307.40	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	10,101.50	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	258.00	
PP 10/16	PR0511		00	05/11/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
						VENDOR TOTAL *	210,051.37	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2270597321/MAY6005794			00	05/11/2016	003-0950-888.60-15	ELECTRIC/STREET LITE BILL	48.65	
2294794276/APR6005674			00	05/11/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	65.05	
2294794276/APR6005675			00	05/11/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	39.54	
2307466300/APR6005678			00	05/11/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	37.24	
2264093147/APR6005671			00	05/11/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	538.30	
2264093386/APR6005672			00	05/11/2016	040-8400-888.60-15	ELECTRIC/STREET LITE BILL	900.13	
2264093865/MAY6005792			00	05/11/2016	040-8400-888.60-20	ELECTRIC/STREET LITE BILL	7,609.24	
2264095019/MAY6005793			00	05/11/2016	045-8400-888.60-15	ELECTRIC/STREET LITE BILL	2,974.81	
2013942867/MAY6005786			00	05/11/2016	050-8400-888.60-15	ELECTRIC/STREET LITE BILL	75.30	
2013945662/MAY6005787			00	05/11/2016	061-8400-888.60-15	ELECTRIC/STREET LITE BILL	52.69	
2013945662/MAY6005788			00	05/11/2016	061-8400-888.60-20	ELECTRIC/STREET LITE BILL	323.51	
2294794276/APR6005676			00	05/11/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	24.89	
2013945761/MAY6005789			00	05/11/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,388.84	
2270597321/MAY6005795			00	05/11/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	48.64	
2305134926/APR6005677			00	05/11/2016	073-8400-888.60-15	ELECTRIC/STREET LITE BILL	141.12	
2294794276/APR6005673			00	05/11/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	26.17	
2013941695/MAY6005785			00	05/11/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,001.11	
2336772124/APR6005679			00	05/11/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	26.31	

PREPARED 05/05/2016,11:15:04  
PROGRAM: GM339L  
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST  
AS OF: 05/11/2016 PAYMENT DATE: 05/11/2016

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2013946736/MAY6005790			00	05/11/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	40,202.39	
2236516498/MAY6005791			00	05/11/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	904.94	
						VENDOR TOTAL *	56,428.87	
						TOTAL EXPENDITURES ****	1,138,653.07	
						GRAND TOTAL *****		1,138,653.07

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: A03



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 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 May 24, 2016.

### REVIEW BY OTHERS:

The report format has been reviewed by the City Attorney.

### FISCAL IMPACT:

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

ENVIRONMENTAL REVIEW:

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

Recommended by,

  
\_\_\_\_\_  
Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT  
CITY OF CHINO HILLS  
COUNCIL MEETING DATE: 5/24/16  
PERIOD TO COVER: 05/11/16 – 05/24/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
		NO ITEMS TO REPORT		

\*Details on expenses are maintained in the Finance Department.

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A04

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MONTHLY FINANCIAL REPORT

### RECOMMENDATION:

Receive and file the Financial Report for April 2016.

### BACKGROUND/ANALYSIS:

The Financial Report for April 2016 is attached for your review. The purpose of the monthly Financial Report is to inform the City Council, the City's citizens, and the City's staff about the financial progress of the City in meeting its service mission. The information includes the budgetary information for the City's annual financial plan as well as the actual resources received and the use of these resources in fulfilling the financial plan.

The monthly Financial Report format was designed to present comparative information for the current fiscal year as well as the prior fiscal year:

Current Fiscal Year: This section reports the original budget, the revised budget which includes any approved changes made during the fiscal year, and a proration of the revised budget based on the number of months that have lapsed during the fiscal year. Following the budget presentation columns, the year-to-date actual expenditures for the fiscal year are reported and the dollar and percentage amounts that the year-to-date actual expenditures varied from the pro-rated (year-to-date) revised budget. Any variance of 10 percent or more is explained in the footnotes that are attached to the Financial Report. The footnote legend appears at the right of the column that reports the percentage variance.

Prior Fiscal Year: This section reports the year-to-date prior fiscal year actual expenditures and the dollar and percentage amounts that the year-to-date prior year actual expenditures varied from the year-to-date current year actual expenditures. Please note that the percentage variance footnotes relate only to the variance of the current year actual expenditures vs. the current year budget; the footnotes do not explain the prior year percentage variances.

Another design feature of the report is the schedule of revenues and expenditures by major fund types that are listed down the left margin of the report. The principal discretionary resource fund, the General Fund, is listed first and discloses its major revenue categories and the City functions for which these revenues are a financing resource. Following the General Fund, the Recreation Operations Fund, and the Community Development Operations Fund, the non-discretionary enterprise and non-enterprise funds are reported showing their respective revenue and expenditures in a consolidated format.

The report also will show each fund's "bottom line". That is, the net revenues and expenditures for the governmental type funds (such as the General Fund, Development Fee Funds, and Lighting and Landscaping District Funds), and the net profit for the enterprise funds (such as the Water Fund and Sewer Fund).

All accruals are made at the end of the fiscal year. Therefore, the amounts reported could be subject to significant adjustments, upward or downward, at the end of the fiscal year.

REVIEW BY OTHERS:

None.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq.; "CEQA") and CEQA regulations (14 California Code Regulations §§15000, et. seq.) because it 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

Attachment

**City of Chino Hills**  
**Revenues, Expenditures, and Transfers**  
**Budget and Actual Comparative Analysis**  
**for the Month Ending April 30, 2016**

Month: 10	CURRENT YEAR						PRIOR YEAR		
	Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget vs Actual Variance	Percentage Variance	Year to Date Actual	Prior Year Actual vs Current Year Actual Variance	Percentage Variance
<b>GENERAL FUND</b>									
<b>REVENUES</b>									
Property taxes	4,597,200	4,597,200	3,831,000	4,029,231	198,231	5.17%	3,927,876	101,355	2.58%
Property taxes-Triple Flip	1,954,200	610,700	508,917	354,301	(154,616)	(30.38%)	789,265	(434,964)	(55.11%)
Property taxes-VLF Swap	7,086,900	7,203,600	6,003,000	3,601,800	(2,401,200)	(40.00%)	3,455,419	146,381	4.24%
Sales taxes	5,862,600	7,011,700	5,843,083	4,032,846	(1,810,237)	(30.98%)	3,776,562	256,284	6.79%
Other taxes	1,481,600	1,481,600	1,234,667	1,335,266	100,599	8.15%	1,037,042	298,224	28.76%
Total taxes	20,982,500	20,904,800	17,420,667	13,353,444	(4,067,223)	(23.35%)	12,986,164	367,280	2.83%
Motor vehicle in-lieu fees	31,300	31,300	26,083	31,309	5,225	20.03%	32,363	(1,054)	(3.26%)
Fines and Penalties	464,100	464,100	386,750	381,422	(5,328)	(1.38%)	390,631	(9,209)	(2.36%)
Interest income and franchise fees	3,293,500	3,293,500	2,744,583	2,342,933	(401,650)	(14.63%)	2,384,176	(41,243)	(1.73%)
Engineering Fee	1,623,200	1,623,200	1,352,667	1,236,784	(115,882)	(8.57%)	1,342,423	(105,639)	(7.87%)
Cost reimbursements	474,900	1,019,900	849,917	1,016,866	166,949	19.64%	1,004,738	12,128	1.21%
Other revenues	10,726,800	10,726,800	8,939,000	8,406,994	(532,006)	(5.95%)	7,137,058	1,269,936	17.79%
Operating transfers	1,609,800	15,928,800	13,274,000	15,247,026	1,973,026	14.86%	1,303,360	13,943,666	N/A
Total revenues	39,206,100	53,992,400	44,993,667	42,016,779	(2,976,888)	(6.62%)	26,580,913	15,435,866	58.07%
<b>EXPENDITURES</b>									
<b>Legislative</b>									
City Council	257,600	272,300	226,917	223,354	3,563	1.57%	206,437	(16,917)	(8.19%)
City Attorney	350,000	350,000	291,667	193,175	98,492	33.77%	178,724	(14,451)	(8.09%)
City Clerk	1,128,100	1,223,100	1,019,250	928,391	90,859	8.91%	906,473	(21,918)	(2.42%)
Contract Services	187,500	187,500	156,250	127,562	28,688	18.36%	128,001	439	0.34%
<b>City Manager</b>									
Administration	1,062,200	1,170,200	975,167	859,891	115,275	11.82%	873,139	13,248	1.52%
Public Safety	12,058,800	12,060,600	10,050,500	10,262,683	(212,183)	(2.11%)	9,540,323	(722,360)	(7.57%)
Community Relations	636,200	640,100	533,417	461,791	71,626	13.43%	434,315	(27,476)	(6.33%)
Human Resources	404,800	426,600	355,500	315,521	39,979	11.25%	285,408	(30,113)	(10.55%)
Risk Management	1,408,300	1,441,100	1,200,917	1,399,384	(198,467)	(16.53%)	2,514,981	1,115,597	44.36%
Emergency Preparedness	246,400	251,200	209,333	100,785	108,549	51.85%	162,224	61,439	37.87%
Code Enforcement/Neighborhood Svcs (Prior Yr)	544,000	598,000	498,333	451,731	46,602	9.35%	590,894	139,163	23.55%
<b>Engineering</b>									
Engineering Administration	1,824,600	1,944,400	1,620,333	1,473,041	147,293	9.09%	1,393,580	(79,461)	(5.70%)

Month: 10

Month: 10	CURRENT YEAR							PRIOR YEAR		
	Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget vs Actual Variance	Percentage Variance		Year to Date Actual	Prior Year Actual vs Current Year Actual Variance	Percentage Variance
GENERAL FUND (continued)										
EXPENDITURES										
Finance										
Administration	2,441,000	2,584,100	2,153,417	1,888,521	264,896	12.30%	(7)	1,729,259	(159,262)	(9.21%)
Non-Departmental	60,300	60,300	50,250	41,540	8,710	17.33%	(7)	45,312	3,772	8.33%
Development Program	2,932,800	17,251,800	14,376,500	15,654,793	(1,278,293)	(8.89%)		1,806,120	(13,848,673)	(766.76%)
Public Works										
Administration	1,043,600	1,102,400	918,667	854,649	64,018	6.97%		731,137	(123,512)	(16.89%)
Facility and Equipment Maintenance	1,773,200	1,838,700	1,532,250	1,325,127	207,123	13.52%	(7)	1,273,471	(51,656)	(4.06%)
Other Maintenance	1,417,200	2,020,800	1,684,000	1,218,950	465,050	27.62%	(7)	1,234,036	15,086	1.22%
Interfund Transfers										
Capital Improvement Projects	2,316,200	2,346,400	1,955,333	59,614	1,895,719	96.95%	(6)	161,467	101,853	63.08%
Operating Transfers	6,174,000	7,908,200	6,590,167	5,506,323	1,083,843	16.45%	(6)	4,881,603	(624,720)	(12.80%)
Total expenditures	38,266,800	55,677,800	46,398,167	43,346,826	3,051,341	6.58%		29,076,904	(14,269,922)	(49.08%)
Net revenues over/(under) expenditures	939,300	(1,685,400)	(1,404,500)	(1,330,047)	74,453	5.30%		(2,495,991)	1,165,944	46.71%
LIAB INSURANCE RATE STABILIZATION FUND										
Operating Transfers	1,100,000	1,100,000	916,667	-	(916,667)	(100.00%)	(6)	-	-	N/A
Total revenues	1,100,000	1,100,000	916,667	-	(916,667)	(100.00%)		-	-	N/A
Expenditures	-	-	-	-	-	N/A		-	-	N/A
Net revenues and expenditures	1,100,000	1,100,000	916,667	-	(916,667)	N/A		-	-	N/A
RECREATION OPERATIONS FUND										
Revenues	1,372,100	1,382,100	1,151,750	1,065,688	(86,062)	(7.47%)		1,024,173	41,515	4.05%
Operating Transfers	4,293,600	4,460,900	3,717,417	3,578,600	(138,817)	(3.73%)		2,542,570	1,036,030	40.75%
Total revenues	5,665,700	5,843,000	4,869,167	4,644,288	(224,879)	(4.62%)		3,566,743	1,077,545	30.21%
Expenditures	5,665,700	5,899,700	4,916,417	4,356,928	559,489	11.38%	(7)	3,998,256	(358,672)	(8.97%)
Net revenues and expenditures	-	(56,700)	(47,250)	287,360	334,610	708.17%		(431,513)	718,873	166.59%
COMMUNITY DEVELOPMENT OPERATIONS										
Community Development Fees	4,356,800	4,171,800	3,476,500	2,686,748	(789,752)	(22.72%)	(4)	1,563,040	1,123,708	71.89%
Operating Transfers	-	136,000	113,333	-	(113,333)	(100.00%)	(6)	1,669,333	(1,669,333)	(100.00%)
Total revenues	4,356,800	4,307,800	3,589,833	2,686,748	(903,086)	(25.16%)		3,232,373	(545,625)	(16.88%)
Expenditures										
Administration	1,282,200	1,358,300	1,131,917	1,021,630	110,287	9.74%		963,048	(58,582)	(6.08%)
Building Services	1,345,000	1,411,200	1,176,000	1,042,378	133,622	11.36%	(7)	879,393	(162,985)	(18.53%)
Development Services	850,300	931,600	776,333	614,764	161,570	20.81%	(7)	551,979	(62,785)	(11.37%)
Economic Development	114,700	169,700	141,417	139,841	1,576	1.11%		134,623	(5,218)	(3.88%)
Operating Transfers	225,800	225,800	188,167	-	188,167	100.00%	(6)	-	-	0.00%
Total expenditures	3,818,000	4,096,600	3,413,833	2,818,613	595,221	17.44%		2,529,043	(289,570)	(11.45%)
Net revenues and expenditures	538,800	211,200	176,000	(131,865)	(307,865)	(174.92%)		703,330	(835,195)	(118.75%)

Month: 10

	CURRENT YEAR							PRIOR YEAR		
	Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget vs Actual Variance	Percentage Variance		Year to Date Actual	Prior Year Actual vs Current Year Actual Variance	Percentage Variance
<u>WATER FUND</u>										
<u>REVENUES</u>										
Water sales	28,637,900	28,637,900	23,864,917	18,255,209	(5,609,708)	(23.51%)	(8)	21,448,825	(3,193,616)	(14.89%)
Other revenue	3,423,300	3,423,300	2,852,750	1,494,946	(1,357,804)	(47.60%)	(3)&(6)	1,330,235	164,711	12.38%
Total revenues	32,061,200	32,061,200	26,717,667	19,750,155	(6,967,512)	(26.08%)		22,779,060	(3,028,905)	(13.30%)
<u>EXPENDITURES</u>										
Water costs	12,588,800	12,588,800	10,490,667	8,481,711	2,008,956	19.15%	(10)	9,058,199	576,488	6.36%
Power costs	1,000,000	1,000,000	833,333	530,428	302,905	36.35%	(10)	673,689	143,261	21.27%
Interfund Transfers	5,309,200	5,052,800	4,210,667	640,542	3,570,124	84.79%	(6)	1,390,360	749,818	53.93%
Other costs	14,109,100	14,571,500	12,142,917	6,843,087	5,299,830	43.65%	(9)	6,793,968	(49,119)	(0.72%)
Total expenditures	33,007,100	33,213,100	27,677,583	16,495,768	11,181,815	40.40%		17,916,216	1,420,448	7.93%
Net profit (loss)	(945,900)	(1,151,900)	(959,917)	3,254,387	4,214,303	439.03%		4,862,844	(1,608,457)	(33.08%)
<u>SEWER FUND</u>										
Revenues	10,841,600	10,841,600	9,034,667	5,639,118	(3,395,549)	(37.58%)	(8)	5,377,663	261,455	4.86%
Expenditures	9,034,400	9,336,500	7,780,417	5,128,472	2,651,945	34.08%	(7)	4,695,248	(433,224)	(9.23%)
Net profit (loss)	1,807,200	1,505,100	1,254,250	510,646	(743,604)	(59.29%)		682,415	(171,769)	(25.17%)
<u>SOLID WASTE FUND</u>										
Revenues	4,814,600	4,814,600	4,012,167	3,798,772	(213,395)	(5.32%)		3,711,637	87,135	2.35%
Expenditures	4,814,600	4,814,600	4,012,167	3,031,963	980,203	24.43%	(11)	2,943,228	(88,735)	(3.01%)
Net revenues and expenditures	-	-	-	766,809	766,809	N/A		768,409	(1,600)	(0.21%)
<u>DEVELOPMENT FUNDS (13)</u>										
Revenues	24,762,100	25,242,000	21,035,000	11,396,237	(9,638,763)	(45.82%)	(12)	1,499,561	9,896,676	659.97%
Expenditures	8,411,100	8,885,600	7,404,667	3,139,290	4,265,376	57.60%	(12)	334,233	(2,805,057)	(839.25%)
Net revenues and expenditures	16,351,000	16,356,400	13,630,333	8,256,946	(5,373,387)	(39.42%)		1,165,328	7,091,618	608.55%
<u>CONSTRUCTION FUNDS</u>										
Revenues	25,027,800	23,612,800	19,677,333	8,485,063	(11,192,271)	(56.88%)	(6)	4,537,132	3,947,931	87.01%
Expenditures	25,027,800	23,612,800	19,677,333	8,485,063	11,192,271	56.88%	(6)	4,537,132	(3,947,931)	(87.01%)
Net revenues and expenditures	-	-	-	-	-	0.00%		-	-	0.00%
<u>LANDSCAPE AND LIGHTING</u>										
<u>DISTRICT FUNDS</u>										
Revenues	8,641,100	8,748,700	7,290,583	7,887,518	596,935	8.19%		8,039,052	(151,534)	(1.88%)
Expenditures	10,288,600	10,574,200	8,811,833	7,128,434	1,683,399	19.10%	(6)&(7)	7,393,007	264,573	3.58%
Net revenues and expenditure	(1,647,500)	(1,825,500)	(1,521,250)	759,084	2,280,334	149.90%		646,045	113,039	17.50%
<u>ASSESSMENT DISTRICT FUNDS</u>										
Revenues	447,900	447,900	373,250	412,007	38,757	10.38%	(1)	446,111	(34,104)	(7.64%)
Expenditures	447,900	447,900	373,250	418,113	(44,863)	(12.02%)	(6)&(7)	705,838	287,725	40.76%
Net revenues and expenditures	-	-	-	(6,106)	(6,106)	N/A		(259,727)	253,621	97.65%

Month: 10

COMMUNITY FACILITIES  
DISTRICTS FUNDS

Revenues  
Expenditures  
Net revenues and expenditures

MISCELLANEOUS FUNDS (14)

Revenues  
Expenditures  
Net revenues and expenditures

CURRENT YEAR							PRIOR YEAR		
Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget vs Actual Variance	Percentage Variance		Year to Date Actual	Prior Year Actual vs Current Year Actual Variance	Percentage Variance
7,925,100	21,787,900	18,156,583	21,441,075	3,284,492	18.09%	(1)&(16)	8,831,596	12,609,479	142.78%
10,242,700	24,776,800	20,647,333	23,094,241	(2,446,908)	(11.85%)	(6),(7)&(16)	9,703,395	(13,390,846)	(138.00%)
(2,317,600)	(2,988,900)	(2,490,750)	(1,653,166)	837,584	33.63%		(871,799)	(781,367)	(89.63%)
19,370,600	20,884,800	17,404,000	9,425,042	(7,978,958)	(45.85%)	(15)	7,928,020	1,497,022	18.88%
19,534,100	19,627,800	16,356,500	11,478,756	4,877,744	29.82%	(6)&(15)	6,791,835	(4,686,921)	(69.01%)
(163,500)	1,257,000	1,047,500	(2,053,714)	(3,101,214)	(296.06%)		1,136,185	(3,189,899)	(280.76%)

FOOTNOTES :

1. Due to the cyclical nature of the collection of property and special assessments taxes, less are received at the beginning of the fiscal year; there is an increase from December through April when the two property tax installments become due.  
The Triple Flip and the Vehicle In-Lieu Property Taxes are received in two installments during January and May of the fiscal year.
2. Sales tax, motor vehicle in lieu fees, property transfer tax, and fines and forfeitures are collected at different intervals throughout the fiscal year.  
The sales tax received in the months of July and August were actually related to previous fiscal year. This variance is mainly caused by the two-month time lag in receiving the sales tax revenue.
3. Investment interest is allocated and recorded on a monthly basis except for the Local Agency Investment Fund (LAIF) that is received on a quarterly basis.  
Franchise fees are generally recorded annually except for the cable and telecommunication carriers that are recorded on a quarterly basis.  
A separate account was set up to account for the Fair Market Value (FMV) adjustment at year end, which should not be considered as interest earnings.
4. The collection of both building permits and engineering inspection fees are cyclical in nature.
5. These accounts include a variety of cost reimbursements from different sources such as reimbursement for the School Resource Officer, which is reimbursed on a semi-annual basis. Also includes Workers' Compensation Reimbursement to the General Fund, and this calculation could vary significantly from year to year. Other miscellaneous revenues in the General Fund such as PEG Access Fee, is remitted to the City either quarterly or annually from the vendors.
6. The principal reason for the variance is that some of the operating transfers are made at year end, depending on the overall result of the related fund(s) and if a transfer/subsidy is needed. Also, operating transfers that are related to the capital projects are made only when the expenditures are incurred.  
In some cases projects are budgeted for the fiscal year but the actual construction process has not started during the fiscal year, and therefore, the transfer amount reflects the status of these capital projects.
7. Selective budgeted expenditures are either one-time expenditures or cyclical in nature and are not expended evenly throughout the fiscal year.  
Examples include the audit and information technology related costs (Finance), insurance premiums (Risk Management), or one-time payment to the developers.  
Department is likely to request unexpended budget to be rolled over into the following fiscal year, contingent on approval by the City Manager.
8. This variance is caused by the timing when the utility billings were sent out and the actual revenues were collected for the period.
9. This account includes debt services payments that are paid on a semi-annual basis and interfund transfers that relate to various CIP projects reimbursement.
10. Water purchase and pumping costs are highly seasonal and they are contingent on factors such as weather and demands from customers.
11. The City collects the solid waste fees on behalf of the contractor. This variance is caused by the lag time between when the City collects the fees and when it pays the contractor.
12. The principal reason for this variance is that the collection of the facilities development fees is cyclical in nature and depends on when the developers obtain permits for construction, and the timing of when the development related credits were exercised during the fiscal year.
13. Development fees funds consists of the following: Park & Rec Facilities Fee, Quimby in Lieu, Existing Infrastructure Fee, General City Facilities Fee, Traffic Facilities Fee, Storm Drain Facilities Fee, Sewer Facilities Fee, Water Facilities Fee Funds.
14. Miscellaneous funds consists of the following: TDA Pass Through, Special Gas Tax, Air Quality, Measure I Trans Sales Tax, Citizens Option Public Safety, CDBG Entitlement, Affordable Housing, Street Sweeping, Sleepy Hollow Road Improvement, Traffic Signal Fee, Protected Tree Replacement, Public Safety Programs, Misc. Grant, Gas Tax Sec 7360, Equipment Maintenance, Information Technology and Federal Emergency Management Agency Funds.
15. The principle reason for this variance is due to the timing when the City is eligible to draw down various Federal Grants related to several capital improvement projects.
16. This variance is caused by the refunding of the 2007 COP for the Civic Center Interim Financing Project in the entire amount of \$14,175,000 in November 2015.  
This refunding was financed by the issuance of the 2015 CFD Revenue Bonds, Series C which totalled \$11,195,00, together with the fundings available in the CFDs.

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A05

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: TREASURER'S REPORT FOR APRIL 2016

### RECOMMENDATION:

Approve the Treasurer's Report for April 2016.

### BACKGROUND/ANALYSIS:

The Treasurer's Report for April 2016 may be seen in Exhibit A (attached). The amount of cash and investments for all funds amounts to \$173,505,461.17.

The amount of cash shown in the checking accounts may be either a positive or negative (overdrawn) amount, depending on whether or not there is an opportunity to invest the "float" amount. It is the Treasurer's intention to invest all cash not needed for the immediate cash flow needs of the City. The cash flow for all major fund types is also reported in Exhibit A. As shown, the City's cash reserves, coupled with the month's cash receipts, are sufficient to meet the City's cash disbursement requirements for the month. Additionally, there are sufficient reserves and forecasted cash receipts to meet the City's budgeted expenditure requirements for the remainder of the fiscal year.

Attached are copies of the summary reports received from the agency pools and Government Obligations and money market mutual funds in which the City invests. Due to the different styles and lengths of reports, only summary information is excerpted from the reports and attached as exhibits to the Treasurer's Report. Additionally, the agencies reports that will be attached to the City Treasurer's Report may not necessarily correspond according to dates due to the lag time in producing and mailing these reports.

Included in Exhibit A is a column showing the market value of investments the City has in the various pooled investment accounts. The investment pools provide the market valuation information for the total pool and City staff then calculates and reports the City's pro rata share of the market valuation amount.

The market value may show unrealized gains or losses for the pooled investments. This does not mean that the pool has actually gained or lost any money on these transactions; it just shows what would have occurred if the pool had redeemed any of the investments as of the date of the report. Typically, the pools may not actually earn any gains nor suffer any losses, since the pools hold the investments to their maturity dates.

For interest bearing instruments (which usually comprise most, if not all, of the pools' investments), a change in the market rate of an instrument will cause the value of the instrument to change. For example, when the interest rates increase, the value of bonds, notes, and other interest-rate-sensitive investments will decrease. Conversely, when the market interest rates decrease, the value of bonds, etc., will increase. But the risk of any actual loss (or gain) occurs only if the bonds or other investments are sold before their maturity date. If the investments are held until their maturity date, the investor will receive the total principal of the investment as well as any interest earned on the investment.

REVIEW BY OTHERS:

None.

FISCAL IMPACT:

In accordance with California Government Code, the Finance Director/City Treasurer certifies that sufficient investment liquidity, as well as sufficient anticipated revenues, are available to meet the City's budgeted expenditure requirements for the remaining two months of the 2015/16 fiscal year. The investments reported in the Treasurer's Report are in compliance with the City's Investment Policy.

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:



Konradt Bartlam, City Manager

Recommended by:



Judy R. Lancaster, Finance Director

**EXHIBIT A**  
**CITY OF CHINO HILLS**  
**TREASURER'S REPORT**  
**APRIL 2016**

**I. Funds Held by City and Fiscal Agents:**

**A. Funds Held by City:**

	Cost	Market Value
Investments		
Citizens Business Bank- Certificate of Deposit	456,217.99	456,217.99
Los Angeles County Pooled Funds of Investments (LACPI)	27,526,995.54 (3)	(1)
State of California Local Agency Investment Fund (LAIF)	1,062,894.04	(1)
US Bank/Chandler Asset Management	131,195,981.44	132,429,217.20
Total Investments	160,242,089.01	(2)
Cash		
Citizens Business Bank - Checking	2,672,506.94	2,672,506.94
Citizens Business Bank - Payroll	10,000.00	10,000.00
Wells Fargo Bank - Credit Card	229,097.57	229,097.57
Total Cash in Bank	2,911,604.51	2,911,604.51
Petty Cash	3,100.00	3,100.00
Total Cash	2,914,704.51	2,914,704.51
Total Funds Held by City	163,156,793.52	(2)

**B. Funds Held by Fiscal Agents:**

U.S. Bank	10,348,667.65	10,348,667.65
Total Funds Held by Fiscal Agents	10,348,667.65	10,348,667.65
Total Funds Held by City and Fiscal Agents	\$ 173,505,461.17	\$ (2)

**II. Estimated Composite Investment Earnings Rate:**

(Estimated Investment Earnings Rate for LACPI: 0.87%;  
Estimated Investment Earnings Rate for LAIF : 0.46% ; Average  
Purchase Yield-to-Maturity Rate for Chandler Asset Management: 1.42%)

1.33%

**III. Cash Flow Transactions by Major Fund Types:**

Fund	Beginning Cash Balance 04/01/16	Cash Receipts	Cash Disbursements	Ending Cash Balance 04/30/16
General Fund	\$ 32,602,559.87	\$ 3,803,576.06	(2,407,464.46)	\$ 33,998,671.47
Recreation Fund	206,274.90	494,703.69	(420,285.43)	280,693.16
Comm Dev Fund	172,833.43	316,438.27	(354,522.05)	134,749.65
Water Funds	54,471,037.37	1,839,510.22	(1,660,165.43)	54,650,382.16
Sewer Funds	10,139,061.74	556,086.68	(604,670.64)	10,090,477.78
Parks & Landscape	3,293,571.97	2,332,007.71	(760,623.00)	4,864,956.68
Development Funds	14,993,556.49	847,335.66	(22,163.40)	15,818,728.75
Comm. Facilities Dist.	29,030,289.03	3,342,946.62	(60,922.42)	32,312,313.23
Assessment Districts	960,035.64	138,683.21	(3,986.96)	1,094,731.89
Miscellaneous Funds	20,331,330.53	2,630,640.20	(2,702,214.33)	20,259,756.40
Total	\$ 166,200,550.97	\$ 16,301,928.32	\$ (8,997,018.12)	\$ 173,505,461.17

EXHIBIT A  
CITY OF CHINO HILLS  
TREASURER'S REPORT  
APRIL 2016

Page 2 of 2

IV Funds Held by Deferred Compensation Providers -

	Market Value
VOYA Life Insurance and Annuity Company	\$ (4)
ICMA	7,652,759.36
Total Funds Held by Deferred Compensation Providers	<u>\$ (4)</u>

Footnotes:

- (1) The market valuation is not available as of the date of this report.
- (2) Total market valuation cannot be determined since the market value for State of California Local Agency Investment Fund and the Los Angeles County Pooled Funds of Investments are not available. However, a copy of the eCAPS statement which provides the ending balance of the Los Angeles County Pooled Funds of Investments is attached.
- (3) The Los Angeles County Pooled Funds of Investments statement is not available as of the date of this report.
- (4) The total market valuation cannot be determined as the market value for Voya Retirement Insurance and Annuity Company is provided to the City on a quarterly basis.

In accordance with the California Government Code, the Finance Director/City Treasurer certifies that sufficient liquidity, as well as sufficient anticipated revenues, are available to meet the City's budgeted expenditure requirements for the remaining two months of the 2015/16 fiscal year. The budget for the fiscal year 2016/17 will be presented to the City Council for approval on June 14, 2016, and it is anticipated that the revenues received in the new fiscal year will provide sufficient cash flow to meet the City's budgeted expenditure requirements for the six months ending October 31, 2016. The investments reported in the Treasurer's Report are in compliance with the City's Investment Policy.

  
Judy Lancaster  
Finance Director/City Treasurer

**City of Chino Hills  
Treasurer's Report Worksheet**

	General Fund	Recreation Fund	Comm Dev Fund	Water Funds	Sewer Funds	Parks & Landscape	Development Funds	Comm. Facilities District	Assessment Districts	Miscellaneous Funds	Total
<b>Funds Held by City:</b>											
Beginning Book Balance @4/01/16	32,602,559.87	206,274.90	172,833.43	51,469,447.16	10,139,061.74	3,293,571.97	14,993,556.49	22,033,712.77	609,534.46	20,331,330.53	155,851,883.32
Cash Receipts	3,803,576.06	493,640.69	316,438.27	1,839,510.22	556,086.68	2,332,007.71	847,335.66	3,342,946.62	138,683.21	2,630,640.20	16,300,865.32
Cash Disbursements	(2,407,449.46)	(415,347.83)	(354,522.05)	(1,658,273.12)	(604,670.64)	(760,623.00)	(22,163.40)	(60,922.42)	(3,986.96)	(2,702,214.33)	(8,990,173.21)
Journal Entries For Month	(15.00)	(4,937.60)		(1,892.31)							(6,844.91)
Ending Book Balance @4/30/16	33,998,671.47	279,630.16	134,749.65	51,648,791.95	10,090,477.78	4,864,956.68	15,818,728.75	25,315,736.97	744,230.71	20,259,756.40	163,156,793.52
Reconciling Transactions		1,063.00									1,063.00
Ending Bank Balance Funds Held by City	33,998,671.47	280,693.16	134,749.65	51,648,791.95	10,090,477.78	4,864,956.68	15,818,728.75	25,315,736.97	744,230.71	20,259,756.40	163,156,793.52
<b>Funds Held by Fiscal Agent:</b>											
Beginning Book Balance @4/01/16	0.00	0.00	0.00	3,001,590.21	0.00	0.00	0.00	6,996,576.26	350,501.18	0.00	10,348,667.65
Cash Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Journal Entries For Month											0.00
Ending Book Balance @4/30/16	0.00	0.00	0.00	3,001,590.21	0.00	0.00	0.00	6,996,576.26	350,501.18	0.00	10,348,667.65
Reconciling Transactions								0.00			0.00
Ending Bank Balance Funds Held by F/A	0.00	0.00	0.00	3,001,590.21	0.00	0.00	0.00	6,996,576.26	350,501.18	0.00	10,348,667.65
<b>Summary of Cash Balances:</b>											
Beginning Cash Balance											
Funds Held by City	32,602,559.87	206,274.90	172,833.43	51,469,447.16	10,139,061.74	3,293,571.97	14,993,556.49	22,033,712.77	609,534.46	20,331,330.53	155,851,883.32
Funds Held by Fiscal Agent	0.00	0.00	0.00	3,001,590.21	0.00	0.00	0.00	6,996,576.26	350,501.18	0.00	10,348,667.65
Total Beginning Cash Balance	32,602,559.87	206,274.90	172,833.43	54,471,037.37	10,139,061.74	3,293,571.97	14,993,556.49	29,030,289.03	960,035.64	20,331,330.53	166,200,550.97
Ending Cash Balance											
Funds Held by City	33,998,671.47	280,693.16	134,749.65	51,648,791.95	10,090,477.78	4,864,956.68	15,818,728.75	25,315,736.97	744,230.71	20,259,756.40	163,156,793.52
Funds Held by Fiscal Agent	0.00	0.00	0.00	3,001,590.21	0.00	0.00	0.00	6,996,576.26	350,501.18	0.00	10,348,667.65
Total Ending Cash Balance	33,998,671.47	280,693.16	134,749.65	54,650,382.16	10,090,477.78	4,864,956.68	15,818,728.75	32,312,313.23	1,094,731.89	20,259,756.40	173,505,461.17



## Balance Sheet Detail Activity By Fund

April 1, 2016 - April 30, 2016

Fiscal Year: 2016

Fund Class: TT15 TTC-ICG LAPIF

Fiscal Period: 10

Fund: T1R Chino Hills

Balance Sheet Category	Balance Sheet Class	Balance Sheet Account	Record Date	Document	Description	Beginning Balance	Debits	Credits	Ending Balance
Asset									
1A Pooled Cash & Investments									
100 Cash									
1000 Cash									
						22,620,168.03	0.00	0.00	22,620,168.03
			04/01/2016	JVA AC IA031600027 64	INTEREST ALLOCATION FOR THE MONTH ENDING March 31, 2016	0.00	6,827.51	0.00	22,626,995.54
			04/26/2016	DP TT INV16000367 1	Deposit to Pooled Investment Funds	0.00	4,900,000.00	0.00	27,526,995.54
Total for 1000 Cash						\$22,620,168.03	\$4,906,827.51	\$0.00	\$27,526,995.54
Total for 100 Cash						\$22,620,168.03	\$4,906,827.51	\$0.00	\$27,526,995.54
Total for 1A Pooled Cash & Investments						\$22,620,168.03	\$4,906,827.51	\$0.00	\$27,526,995.54
1J Other Receivables & Loans Receivable-Short Term									
125 Interest Receivable									
1450 AC-Interest Receivable									
						0.00	0.00	0.00	0.00
Total for 1450 AC-Interest Receivable						\$0.00	\$0.00	\$0.00	\$0.00
Total for 125 Interest Receivable						\$0.00	\$0.00	\$0.00	\$0.00
Total for 1J Other Receivables & Loans Receivable-Short Term						\$0.00	\$0.00	\$0.00	\$0.00
1L Due From Other Funds									
141 Due From Other Funds-Year End									
1599 Due From Other Funds-Year End									
						0.00	0.00	0.00	0.00
Total for 1599 Due From Other Funds-Year End						\$0.00	\$0.00	\$0.00	\$0.00
Total for 141 Due From Other Funds-Year End						\$0.00	\$0.00	\$0.00	\$0.00
Total for 1L Due From Other Funds						\$0.00	\$0.00	\$0.00	\$0.00
Total for Asset						\$22,620,168.03	\$4,906,827.51	\$0.00	\$27,526,995.54
Equity									
3E Fund Balance									
330 Fund Balance-Available									
3301 Other Fund Balance Available									
						(22,620,168.03)	0.00	0.00	(22,620,168.03)



## Balance Sheet Detail Activity By Fund

April 1, 2016 - April 30, 2016

Fiscal Year: 2016

Fund Class: TT15 TTC-ICG LAIPF

Fiscal Period: 10

Fund: T1R Chino Hills

Balance Sheet Category	Balance Sheet Class	Balance Sheet Account	Record Date	Document	Description	Beginning Balance	Debits	Credits	Ending Balance
Equity									
3E Fund Balance									
330 Fund Balance-Available									
3301 Other Fund Balance Available									
		04/01/2016	JVA AC IA031600027 63		INTEREST ALLOCATION FOR THE MONTH ENDING March 31, 2016	0.00	0.00	(6,827.51)	(22,626,995.54)
		04/26/2016	DP TT INV16000367 1		Deposit to Pooled Investment Funds	0.00	0.00	(4,900,000.00)	(27,526,995.54)
Total for 3301 Other Fund Balance Available						(\$22,620,168.03)	\$0.00	(\$4,906,827.51)	(\$27,526,995.54)
Total for 330 Fund Balance-Available						(\$22,620,168.03)	\$0.00	(\$4,906,827.51)	(\$27,526,995.54)
Total for 3E Fund Balance						(\$22,620,168.03)	\$0.00	(\$4,906,827.51)	(\$27,526,995.54)
Total for Equity						(\$22,620,168.03)	\$0.00	(\$4,906,827.51)	(\$27,526,995.54)
Total for T1R Chino Hills						\$0.00	\$4,906,827.51	(\$4,906,827.51)	\$0.00
Total for TT15 TTC-ICG Los Angeles County Pool Investment Fund						\$0.00	\$4,906,827.51	(\$4,906,827.51)	\$0.00

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001  
CITY OF CHINO HILLS

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)

May 17, 2016

FINANCE DIRECTOR  
14000 CITY CENTER DRIVE  
CHINO HILLS, CA 91709

PMIA Average Monthly Yields

Account Number:  
98-36-151

Tran Type Definitions

April 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2016	4/14/2016	QRD	1499560	SYSTEM	1,226.92

Account Summary

Total Deposit:	1,226.92	Beginning Balance:	1,062,894.04
Total Withdrawal:	0.00	Ending Balance:	1,064,120.96



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**4/30/2016**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
United States Treasury:				
Bills	\$ 11,907,869,977.76		\$ 11,932,906,000.00	NA
Notes	\$ 21,696,459,844.51		\$ 21,709,930,000.00	\$ 31,869,590.00
Federal Agency:				
SBA	\$ 698,276,212.42		\$ 690,463,338.36	\$ 887,126.71
MBS-REMICs	\$ 64,576,122.35		\$ 68,590,036.25	\$ 306,084.57
Debentures	\$ 1,155,003,053.62		\$ 1,155,532,850.00	\$ 1,225,735.15
Debentures FR	\$ -		\$ -	\$ -
Discount Notes	\$ 6,834,377,652.68		\$ 6,842,204,500.00	NA
GNMA	\$ -		\$ -	\$ -
Supranational Debentures	\$ 599,986,669.79		\$ 600,327,000.00	\$ 437,778.00
CDs and YCDs FR	\$ 400,000,000.00		\$ 400,000,000.00	\$ 426,358.89
Bank Notes	\$ 300,000,000.00		\$ 299,929,147.60	\$ 54,333.34
CDs and YCDs	\$ 12,000,003,344.94		\$ 11,999,343,705.75	\$ 11,656,874.99
Commercial Paper	\$ 5,740,814,624.98		\$ 5,744,978,152.72	NA
Corporate:				
Bonds FR	\$ -		\$ -	\$ -
Bonds	\$ -		\$ -	\$ -
Repurchase Agreements	\$ -		\$ -	\$ -
Reverse Repurchase	\$ -		\$ -	\$ -
Time Deposits	\$ 5,695,940,000.00		\$ 5,695,940,000.00	NA
AB 55 & GF Loans	442,552,000.00		\$ 442,552,000.00	NA
<b>TOTAL</b>	<b>\$ 67,535,859,503.05</b>		<b>\$ 67,582,696,730.68</b>	<b>\$ 46,863,881.65</b>

Fair Value Including Accrued Interest

\$ 67,629,560,612.33

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

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CITY OF CHINO HILLS  
14000 CITY CENTER DRIVE  
CHINO HILLS, CA 91709-5442

## QUESTIONS?

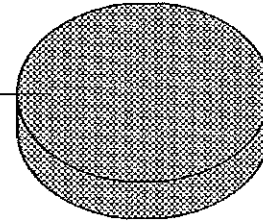
If you have any questions regarding  
your account or this statement, please  
call your Relationship Manager:

**Christopher Lee Stewart**  
CN-OH-W5IT  
6225 Lusk Boulevard  
San Diego, CA  
92121  
Phone 513-632-4194  
E-mail christopher.stewart3@usbank.com

## ASSET SUMMARY AS OF 04/30/16

	<u>Market Value</u>	<u>% of Total</u>	<u>Est Annual Income</u>
Taxable Bonds	\$132,317,169.66	99.9	\$1,849,138.83
Cash & Equivalents	\$112,047.54	0.1	\$6.83
<b>Total Market Value</b>	<b>\$132,429,217.20</b>	<b>100.0</b>	<b>\$1,849,145.66</b>

Taxable Bonds



## ASSET DETAIL

<u>Shares/ Par</u>	<u>Security Description</u>	<u>CUSIP</u>	<u>Market Value/ Price</u>	<u>Cost Basis</u>	<u>Yield At Market</u>	<u>Est Annual Inc</u>
<b>Taxable Bonds</b>						
1,000,000.000	Google Inc 2.125 05/19/2016	38259PAC6	\$1,000,920.00 100.092	\$1,051,280.00	2.12	\$21,250.00
1,600,000.000	Federal Home Loan Bks 0.400 06/06/2016	3130A22P0	1,600,160.00 100.010	1,599,648.00	0.40	6,400.00
700,000.000	Jpmorgan Chase CO 3.150 07/05/2016	46625HJA9	702,947.00 100.421	733,341.00	3.14	22,050.00
700,000.000	John Deere Capital Corp Medium Term Note 1.850 09/15/2016	24422ERF8	703,087.00 100.441	721,756.00	1.84	12,950.00
1,850,000.000	Federal Farm Credit Bks 1.700 10/28/2016	31331JX32	1,860,785.50 100.583	1,924,536.50	1.69	31,450.00
1,725,000.000	F N M A M T N 1.250 01/30/2017	3135G0GY3	1,733,331.75 100.483	1,763,505.45	1.24	21,562.50



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
<b>Taxable Bonds</b>						
1,100,000.000	Occidental Petroleum COR 1.750 02/15/2017	674599CB9	1,109,262.00 100.842	1,127,555.00	1.73	19,250.00
335,000.000	Federal Farm Credit Bks 0.660 02/22/2017	3133ECG99	335,187.60 100.056	335,020.10	0.66	2,211.00
1,750,000.000	F N M A 1.125 04/27/2017	3135G0JA2	1,757,840.00 100.448	1,767,780.00	1.12	19,687.50
675,000.000	General Elec Cap Corp Medium Term Note 2.300 04/27/2017	36962G5W0	684,659.25 101.431	691,260.75	2.27	15,525.00
2,250,000.000	F H L M C M T N 1.250 05/12/2017	3137EADF3	2,263,297.50 100.591	2,296,620.00	1.24	28,125.00
360,000.000	Pfizer Inc 1.100 05/15/2017	717081DJ9	361,670.40 100.464	359,683.20	1.09	3,960.00
1,100,000.000	Berkshire Hathaway Fin 1.600 05/15/2017	084664BS9	1,108,756.00 100.796	1,103,630.00	1.59	17,600.00
2,250,000.000	Federal Home Loan Bks 1.000 06/09/2017	313379FW4	2,257,560.00 100.336	2,264,737.50	1.00	22,500.00
1,750,000.000	U S Treasury Note 0.500 07/31/2017	912828TG5	1,746,517.50 99.801	1,724,848.30	0.50	8,750.00
73,686.980	John Deere Owner Trust A B S Ser 2013 B Cl A3 0.870 08/15/2017	477879AC4	73,687.72 100.001	73,676.93	0.87	641.08
1,350,000.000	F H L M C M T N 1.000 09/29/2017	3137EADL0	1,354,563.00 100.338	1,350,780.30	1.00	13,500.00
1,770,000.000	Oracle Corp 1.200 10/15/2017	68389XAN5	1,776,372.00 100.360	1,755,367.00	1.20	21,240.00
1,715,000.000	Chevron Corp 1.104 12/05/2017	166764AA8	1,715,994.70 100.058	1,701,862.55	1.10	18,933.60
1,375,000.000	Intel Corp 1.350 12/15/2017	458140AL4	1,384,226.25 100.671	1,378,106.50	1.34	18,562.50
577,518.810	Toyota Auto Receivables Owner Trust A B S Ser 2014 A Cl A3 0.670 12/15/2017	89231MAC9	577,027.92 99.915	577,315.18	0.67	3,869.38
1,775,000.000	F N M A Deb 0.875 12/20/2017	3135G0RT2	1,776,988.00 100.112	1,770,456.00	0.87	15,531.25
1,755,000.000	Toyota Motor Credit Corp Medium Term Note 1.450 01/12/2018	89236TCA1	1,763,880.30 100.506	1,755,583.65	1.44	25,447.50
2,225,000.000	F H L M C M T N 0.750 01/12/2018	3137EADN6	2,222,129.75 99.871	2,198,973.68	0.75	16,687.50
1,700,000.000	IBM Corp 1.125 02/06/2018	459200HZ7	1,703,638.00 100.214	1,694,929.00	1.12	19,125.00
627,428.170	Toyota Auto Receivables Owner Tr A B S Ser 15 C Cl A2A 0.930 02/15/2018	89231TAB6	627,346.60 99.987	627,377.72	0.93	5,835.08
2,225,000.000	F H L M C 0.875 03/07/2018	3137EADP1	2,226,958.00 100.088	2,166,092.75	0.87	19,468.75
518,857.910	Honda Auto Receivables Owner Trust A B S Ser 2014 2 Cl A3 0.770 03/19/2018	43814GAC4	518,396.13 99.911	518,795.55	0.69	3,595.69





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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
<b>Taxable Bonds</b>						
645,000.000	Wal Mart Stores Inc 1.125 04/11/2018	931142DF7	648,412.05 100.529	644,406.60	1.12	7,256.25
682,220.270	John Deere Owner Trust C M O Ser 2014 A Cl A3 0.920 04/16/2018	47787VAC5	682,213.45 99.999	682,110.98	0.92	6,276.43
2,200,000.000	Federal Home Loan Bks 1.125 04/25/2018	3130A4GJ5	2,214,344.00 100.652	2,207,218.20	1.12	24,750.00
1,180,000.000	Pepsico Inc 1.250 04/30/2018	713448CR7	1,185,970.80 100.506	1,179,528.40	1.24	14,750.00
1,800,000.000	Apple Inc 1.000 05/03/2018	037833AJ9	1,800,756.00 100.042	1,783,023.40	1.00	18,000.00
575,000.000	F N M A Deb 0.875 05/21/2018	3135G0WJ8	575,621.00 100.108	560,793.27	0.87	5,031.25
1,900,000.000	U S Treasury Note 1.000 05/31/2018	912828VE7	1,907,638.00 100.402	1,889,564.96	1.00	19,000.00
2,600,000.000	Federal Home Loan Bks 1.250 06/08/2018	313379DT3	2,619,084.00 100.734	2,600,514.00	1.24	32,500.00
796,301.840	Honda Auto Receivables Owner Trust A B S Ser 2014 3 Cl A3 0.880 06/15/2018	43814HAC2	796,548.69 100.031	796,148.23	0.88	7,007.46
1,035,000.000	Honda Auto Receivables Owner T C M O Ser 16 1 Cl A2 1.340 06/18/2018	43814NAB1	1,035,248.40 100.024	1,034,896.60	1.34	13,869.00
2,175,000.000	F N M A 1.125 07/20/2018	3135G0E33	2,186,114.25 100.511	2,171,230.15	1.12	24,468.75
1,770,000.000	American Honda Finance Medium Term Note 2.125 10/10/2018	02665WAC5	1,804,992.90 101.977	1,787,921.40	2.08	37,612.50
2,560,000.000	Tennessee Valley Authority 1.750 10/15/2018	880591EQ1	2,609,228.80 101.923	2,584,996.65	1.72	44,800.00
1,030,000.000	Chase Issuance Trust A B S Ser 2013 A 8 Cl A8 1.010 10/15/2018	161571GC2	1,031,472.90 100.143	1,031,408.20	1.01	10,403.00
2,300,000.000	U S Treasury Note 1.250 10/31/2018	912828WD8	2,322,011.00 100.957	2,284,484.27	1.24	28,750.00
1,400,000.000	Praxair Inc 1.250 11/07/2018	74005PBH6	1,401,596.00 100.114	1,377,978.00	1.25	17,500.00
1,130,000.000	John Deere Owner Trust A B S Ser 2014 B Cl A3 1.070 11/15/2018	477877AD6	1,129,830.50 99.985	1,129,987.95	1.07	12,091.00
140,000.000	US Bancorp Medium Term Note 1.950 11/15/2018	91159HHE3	142,504.60 101.789	140,296.80	1.92	2,730.00
1,800,000.000	U S Treasury Note 1.250 11/30/2018	912828A34	1,817,586.00 100.977	1,775,771.66	1.24	22,500.00
1,095,000.000	John Deere Capital Corp Medium Term Note 1.950 12/13/2018	24422ESF7	1,115,016.60 101.828	1,100,497.65	1.91	21,352.50
1,000,000.000	General Elec Cap Corp Medium Term Note 2.300 01/14/2019	36962G7G3	1,029,680.00 102.968	1,011,900.00	2.23	23,000.00



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
<b>Taxable Bonds</b>						
1,950,000.000	U S Treasury Note 1.250 01/31/2019	912828SD3	1,969,051.50 100.977	1,927,154.97	1.24	24,375.00
1,030,000.000	Toyota Auto Receivables Owner Trust A B S Ser 2015 A Cl A3 1.440 02/15/2019	89236WAC2	1,030,751.90 100.073	1,029,844.26	1.44	14,832.00
2,155,000.000	F N M A 1.875 02/19/2019	3135G0ZA4	2,205,620.95 102.349	2,164,027.03	1.83	40,406.25
1,255,000.000	Honda Auto Receivables Owner Trust A B S Ser 2015 2 Cl A3 1.040 02/21/2019	43813NAC0	1,254,322.30 99.946	1,254,807.36	1.04	13,052.01
2,000,000.000	U S Treasury Note 1.375 02/28/2019	912828SH4	2,026,400.00 101.320	1,979,996.92	1.36	27,500.00
1,155,000.000	Cisco Systems Inc 2.125 03/01/2019	17275RAR3	1,184,775.90 102.578	1,159,623.65	2.07	24,543.75
1,225,000.000	US Bancorp Medium Term Note 2.200 04/25/2019	91159HHH6	1,252,611.50 102.254	1,227,300.95	2.15	26,950.00
1,825,000.000	U S Treasury Note 1.250 04/30/2019	912828ST8	1,842,538.25 100.961	1,788,577.40	1.24	22,812.50
2,150,000.000	F H L M C M T N 1.750 05/30/2019	3137EADG1	2,196,805.50 102.177	2,147,365.90	1.71	37,625.00
1,900,000.000	F N M A Deb 1.750 06/20/2019	3135G0ZE6	1,941,135.00 102.165	1,916,606.00	1.71	33,250.00
2,225,000.000	F H L M C Deb 1.250 08/01/2019	3137EADK2	2,237,437.75 100.559	2,167,581.20	1.24	27,812.50
1,815,000.000	Bank Of NY Mellon Medium Term Note 2.300 09/11/2019	06406HCW7	1,856,291.25 102.275	1,822,288.25	2.25	41,745.00
1,900,000.000	F N M A 1.750 09/12/2019	3135G0ZG1	1,941,002.00 102.158	1,895,725.00	1.71	33,250.00
2,500,000.000	F H L M C M T N 1.250 10/02/2019	3137EADM8	2,512,450.00 100.498	2,494,100.00	1.24	31,250.00
2,000,000.000	U S Treasury Note 1.000 11/30/2019	912828UB4	1,996,400.00 99.820	1,947,692.25	1.00	20,000.00
1,825,000.000	Wells Fargo Company Medium Term Note 2.150 01/30/2020	94974BGF1	1,845,896.25 101.145	1,821,821.60	2.13	39,237.50
2,400,000.000	U S Treasury Note 1.250 01/31/2020	912828H52	2,412,840.00 100.535	2,375,218.98	1.24	30,000.00
900,000.000	Costco Wholesale Corp 1.750 02/15/2020	22160KAG0	911,709.00 101.301	899,055.00	1.73	15,750.00
2,250,000.000	U S Treasury Note 1.375 03/31/2020	912828J84	2,270,385.00 100.906	2,252,204.80	1.36	30,937.50
1,010,000.000	John Deere Owner Trust A B S Ser 2016 A Cl A3 1.360 04/15/2020	47788MAC4	1,008,414.30 99.843	1,009,841.03	1.36	13,736.00
2,550,000.000	F H L M C M T N 1.375 05/01/2020	3137EADR7	2,565,759.00 100.618	2,525,807.60	1.37	35,062.50
1,730,000.000	Qualcomm Inc 2.250 05/20/2020	747525AD5	1,773,959.30 102.541	1,713,310.25	2.19	38,925.00





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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
<b>Taxable Bonds</b>						
2,350,000.000	U S Treasury Note 1.375 05/31/2020	912828VF4	2,369,458.00 100.828	2,323,478.58	1.36	32,312.50
2,500,000.000	Federal Home Loan Bks 1.750 06/12/2020	313383HU8	2,540,625.00 101.625	2,510,425.00	1.72	43,750.00
2,625,000.000	F N M A Deb 1.500 06/22/2020	3135G0D75	2,651,512.50 101.010	2,626,417.50	1.48	39,375.00
1,750,000.000	State Street Corp 2.550 08/18/2020	857477AS2	1,802,902.50 103.023	1,778,420.00	2.47	44,625.00
2,650,000.000	U S Treasury Note 1.375 10/31/2020	912828L99	2,665,635.00 100.590	2,608,499.12	1.37	36,437.50
675,000.000	Microsoft Corp 2.000 11/03/2020	594918BG8	691,422.75 102.433	674,460.00	1.95	13,500.00
2,700,000.000	F N M A 1.500 11/30/2020	3135G0F73	2,716,794.00 100.622	2,648,970.00	1.49	40,500.00
2,500,000.000	U S Treasury Note 1.375 01/31/2021	912828N89	2,512,025.00 100.481	2,497,566.98	1.37	34,375.00
2,235,000.000	Federal Home Loan Bks 1.375 02/18/2021	3130A7CV5	2,235,022.35 100.001	2,225,970.60	1.38	30,731.25
2,700,000.000	F N M A Deb 1.375 02/26/2021	3135G0J20	2,700,351.00 100.013	2,688,445.80	1.38	37,125.00
1,500,000.000	U S Treasury Note 2.125 02/28/2021	912828B90	1,549,980.00 103.332	1,542,133.94	1.94	30,000.00
630,000.000	Exxon Mobil Corporation 2.222 03/01/2021	30231GAV4	641,825.10 101.877	630,000.00	2.18	13,998.60
<b>Total Taxable Bonds</b>			<b>\$132,317,169.66</b>	<b>\$131,083,933.90</b>		<b>\$1,849,138.83</b>
<b>Cash &amp; Equivalents</b>						
112,047.540	First American Government Obligation Fund CI D	31846V401	112,047.54 1.000	112,047.54	0.01	6.83
	Income Cash		\$5,847,727.56	\$5,847,727.56		\$0.00
	Principal Cash		- \$5,847,727.56	- \$5,847,727.56		\$0.00
<b>Total Cash &amp; Equivalents</b>			<b>\$112,047.54</b>	<b>\$112,047.54</b>		<b>\$6.83</b>
<b>Total Investments</b>			<b>\$132,429,217.20</b>	<b>\$131,195,981.44</b>		<b>\$1,849,145.66</b>

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

## CASH SUMMARY

	Income Cash	Principal Cash	Total
Beginning Cash Balance	\$5,713,675.23	- \$5,713,675.23	\$0.00
Receipts			
Interest	134,052.33	0.00	134,052.33
Sales/Maturities	0.00	3,273,159.44	3,273,159.44
Cash Equivalent Sales	0.00	3,335,003.22	3,335,003.22
Total Cash Receipts	\$134,052.33	\$6,608,162.66	\$6,742,214.99
Disbursements			
Trust & Investment Fees	0.00	- 104.17	- 104.17
Miscellaneous Disbursements	0.00	- 8,630.00	- 8,630.00
Purchases	0.00	- 3,333,025.94	- 3,333,025.94
Cash Equivalent Purchases	0.00	- 3,400,454.88	- 3,400,454.88
Total Cash Disbursements	\$0.00	- \$6,742,214.99	- \$6,742,214.99
Ending Cash Balance	\$5,847,727.56	- \$5,847,727.56	\$0.00





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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

## TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Balance
04/01/16	Beginning Cash Balance	\$5,713,675.23	- \$5,713,675.23	\$0.00
04/01/16	Interest Earned On First Amer Govt Oblig Fund Cl D Interest From 3/1/16 To 3/31/16	3.54		3.54
04/04/16	Interest Earned On F H L M C M T N 1.250% 10/02/19 0.00625 USD/\$1 Pv On 2,500,000 Par Value Due 4/2/16	15,625.00		15,628.54
04/05/16	Reversal Of Interest Earned On Honda Auto 1.040% 2/21/19 Reversal To Post Correct 3/21/16 Interest	- 1,087.67		14,540.87
04/05/16	Interest Earned On Honda Auto 1.040% 2/21/19 Correct 3/21/16 Interest	1,087.67		15,628.54
04/05/16	Cash Disbursement Paid To Chandler Asset Management Investment Counsel Fee Mgmt Fee For Pe 3/31/2016 Inv# 19879		- 8,630.00	6,998.54
04/11/16	Interest Earned On Amer Honda Fin Mtn 2.125% 10/10/18 0.010625 USD/\$1 Pv On 1,770,000 Par Value Due 4/10/16	18,806.25		25,804.79
04/11/16	Interest Earned On Wal Mart Stores Inc 1.125% 4/11/18 0.005625 USD/\$1 Pv On 645,000 Par Value Due 4/11/16	3,628.13		29,432.92
04/15/16	Interest Earned On John Deere Owner 0.920% 4/16/18 \$0.00077/Pv On 744,754.00 Pv Due 4/15/16	570.98		30,003.90
04/15/16	Paid Down 62,533.73 Par Value Of John Deere Owner 0.920% 4/16/18 Trade Date 4/15/16		62,533.73	92,537.63
04/15/16	Interest Earned On John Deere Owner 1.360% 4/15/20	1,640.69		94,178.32
04/15/16	Interest Earned On Chase Issuance Trust 1.010% 10/15/18 0.000842 USD/\$1 Pv On 1,030,000 Par Value Due 4/15/16	866.92		95,045.24
04/15/16	Interest Earned On Honda Auto 0.880% 6/15/18 \$0.00073/Pv On 863,836.92 Pv Due 4/15/16	633.48		95,678.72
04/15/16	Paid Down 67,535.08 Par Value Of Honda Auto 0.880% 6/15/18 Trade Date 4/15/16		67,535.08	163,213.80
04/15/16	Interest Earned On John Deere Owner 1.070% 11/15/18 \$0.00089/Pv On 1,130,000.00 Pv Due 4/15/16	1,007.59		164,221.39
04/15/16	Interest Earned On John Deere Owner 0.870% 8/15/17 \$0.00073/Pv On 95,374.69 Pv Due 4/15/16	69.15		164,290.54



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Balance
04/15/16	Paid Down 21,687.71 Par Value Of John Deere Owner 0.870% 8/15/17 Trade Date 4/15/16		21,687.71	185,978.25
04/15/16	Interest Earned On Toyota Auto 0.670% 12/15/17 \$0.00056/Pv On 649,386.55 Pv Due 4/15/16	362.57		186,340.82
04/15/16	Paid Down 71,867.74 Par Value Of Toyota Auto 0.670% 12/15/17 Trade Date 4/15/16		71,867.74	258,208.56
04/15/16	Interest Earned On Toyota Auto 0.930% 2/15/18 \$0.00077/Pv On 670,000.00 Pv Due 4/15/16	513.67		258,722.23
04/15/16	Paid Down 42,571.83 Par Value Of Toyota Auto 0.930% 2/15/18 Trade Date 4/15/16		42,571.83	301,294.06
04/15/16	Interest Earned On Toyota Auto 1.440% 2/15/19 \$0.00093/Pv On 1,030,000.00 Pv Due 4/15/16	961.33		302,255.39
04/15/16	Interest Earned On Oracle Corp 1.200% 10/15/17 0.006 USD/\$1 Pv On 1,770,000 Par Value Due 4/15/16	10,620.00		312,875.39
04/15/16	Interest Earned On T V A 1.750% 10/15/18 0.00875 USD/\$1 Pv On 2,560,000 Par Value Due 4/15/16	22,400.00		335,275.39
04/18/16	Interest Earned On Honda Auto 1.340% 6/18/18	871.13		336,146.52
04/18/16	Interest Earned On Honda Auto 0.693% 3/19/18 \$0.00064/Pv On 568,250.45 Pv Due 4/18/16	364.63		336,511.15
04/18/16	Paid Down 49,392.54 Par Value Of Honda Auto 0.693% 3/19/18 Trade Date 4/18/16		49,392.54	385,903.69
04/21/16	Interest Earned On Honda Auto 1.040% 2/21/19 \$0.00087/Pv On 1,255,000.00 Pv Due 4/21/16	1,087.67		386,991.36
04/25/16	Trust Fees Collected Charged For Period 03/01/2016 Thru 03/31/2016		- 104.17	386,887.19
04/25/16	Interest Earned On F H L B 1.125% 4/25/18 0.005625 USD/\$1 Pv On 2,200,000 Par Value Due 4/25/16	12,375.00		399,262.19
04/25/16	Interest Earned On US Bancorp Mtn 2.200% 4/25/19 0.011 USD/\$1 Pv On 1,225,000 Par Value Due 4/25/16	13,475.00		412,737.19





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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Balance
04/27/16	Sold 350,000 Par Value Of U S Treasury Nt 0.500% 7/31/17 Trade Date 4/26/16 Sold Through Bmo Capital Markets Corp. 350,000 Par Value At 99.737946 %		349,082.81	761,820.00
04/27/16	Received Accrued Interest On Sale Of U S Treasury Nt 0.500% 7/31/17 Income Credit 418.27 USD	418.27		762,238.27
04/27/16	Sold 1,000,000 Par Value Of F H L B Deb 0.875% 3/10/17 Trade Date 4/26/16 Sold Through Wells Fargo Securities, LLC Sold On The OTC Bulletin Board 1,000,000 Par Value At 100.188 %		1,001,880.00	1,764,118.27
04/27/16	Received Accrued Interest On Sale Of F H L B Deb 0.875% 3/10/17 Income Credit 1,142.36 USD	1,142.36		1,765,260.63
04/27/16	Sold 1,600,000 Par Value Of F H L B Deb 1.125% 3/10/17 Trade Date 4/26/16 Sold Through Wells Fargo Securities, LLC Sold On The OTC Bulletin Board 1,600,000 Par Value At 100.413 %		1,606,608.00	3,371,868.63
04/27/16	Received Accrued Interest On Sale Of F H L B Deb 1.125% 3/10/17 Income Credit 2,350.00 USD	2,350.00		3,374,218.63
04/27/16	Interest Earned On F N M A 1.125% 4/27/17 0.005625 USD/\$1 Pv On 1,750,000 Par Value Due 4/27/16	9,843.75		3,384,062.38
04/27/16	Interest Earned On Gen Elec Cap Crp Mtn 2.300% 4/27/17 0.0115 USD/\$1 Pv On 675,000 Par Value Due 4/27/16	7,762.50		3,391,824.88
04/28/16	Purchased 1,500,000 Par Value Of U S Treasury Nt 2.000% 2/28/21 Trade Date 4/26/16 Purchased Through Mlpfs Inc/Fixed Income Purchased On The OTC Bulletin Board 1,500,000 Par Value At 102.808929 %		- 1,542,133.94	1,849,690.94
04/28/16	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.000% 2/28/21 Income Debit 4,809.78- USD	- 4,809.78		1,844,881.16
04/28/16	Purchased 1,800,000 Par Value Of F N M A Deb 1.375% 2/26/21 Trade Date 4/26/16 Purchased Through Nomura Securities Intl., Fixed 1,800,000 Par Value At 99.494 %		- 1,790,892.00	53,989.16
04/28/16	Paid Accrued Interest On Purchase Of F N M A Deb 1.375% 2/26/21 Income Debit 4,262.50- USD	- 4,262.50		49,726.66



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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

### TRANSACTION DETAIL (continued)

<u>Date Posted</u>	<u>Description</u>	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Balance</u>
04/28/16	Interest Earned On F F C B Deb 1.700% 10/28/16 0.0085 USD/\$1 Pv On 1,850,000 Par Value Due 4/28/16	15,725.00		65,451.66
	Combined Purchases For The Period 4/ 1/16 - 4/30/16 Of First Amer Govt Oblig Fund Cl D		- 3,400,454.88	- 3,335,003.22
	Combined Sales For The Period 4/ 1/16 - 4/30/16 Of First Amer Govt Oblig Fund Cl D		3,335,003.22	0.00
04/30/16	Ending Cash Balance	<u>\$5,847,727.56</u>	<u>- \$5,847,727.56</u>	<u>\$0.00</u>





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ACCOUNT NUMBER: 001050981096  
CITY OF CHINO HILLS

This statement is for the period from  
April 1, 2016 to April 30, 2016

## SALE/MATURITY SUMMARY

Trade Date	Asset	Description	Cost Basis	Proceeds	Estimated Gain/Loss
04/15/16	John Deere Owner 0.920% 4/16/18	Paid Down 62,533.73	- 62,523.71	62,533.73	10.02
04/15/16	Honda Auto 0.880% 6/15/18	Paid Down 67,535.08	- 67,522.05	67,535.08	13.03
04/15/16	John Deere Owner 0.870% 8/15/17	Paid Down 21,687.71	- 21,684.75	21,687.71	2.96
04/15/16	Toyota Auto 0.670% 12/15/17	Paid Down 71,867.74	- 71,842.40	71,867.74	25.34
04/15/16	Toyota Auto 0.930% 2/15/18	Paid Down 42,571.83	- 42,568.41	42,571.83	3.42
04/18/16	Honda Auto 0.693% 3/19/18	Paid Down 49,392.54	- 49,386.60	49,392.54	5.94
04/26/16	U S Treasury Nt 0.500% 7/31/17	Sold 350,000	- 344,969.66	349,082.81	4,113.15
04/26/16	F H L B Deb 0.875% 3/10/17	Sold 1,000,000	- 1,006,790.00	1,001,880.00	- 4,910.00
04/26/16	F H L B Deb 1.125% 3/10/17	Sold 1,600,000	- 1,610,864.00	1,606,608.00	- 4,256.00
Total Assets Disposed			- \$3,278,151.58	\$3,273,159.44	- \$4,992.14
			- Cost Basis		
			- Proceeds		
			- Estimated Gain/Loss		

For information only. Not intended for tax purposes.

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## Glossary

**Accretion** - The accumulation of the value of a discounted bond until maturity.

**Adjusted Prior Market Realized Gain/Loss** - The difference between the proceeds and the Prior Market Value of the transaction.

**Adjusted Prior Market Unrealized Gain/Loss** - The difference between the Market Value and the Adjusted Prior Market Value.

**Adjusted Prior Market Value** - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

**Amortization** - The decrease in value of a premium bond until maturity.

**Asset** - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

**Bond Rating** - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

**Cash** - Cash activity that includes both income and principal cash categories.

**Change in Unrealized Gain/Loss** - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

**Cost Basis (Book Value)** - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

**Cost Basis (Tax Basis)** - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

**Ending Accrual** - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

**Estimated Annual Income** - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

**Estimated Current Yield** - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

**Ex-Dividend Date** - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

**Income Cash** - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

**Market Value** - The price per unit multiplied by the number of units.

**Maturity Date** - The date on which an obligation or note matures.

**Payable Date** - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

**Principal Cash** - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

**Realized Gain/Loss Calculation** - The Proceeds less the Cost Basis of a transaction.

**Settlement Date** - The date on which a trade settles and cash or securities are credited or debited to the account.

**Trade Date** - The date a trade is legally entered into.

**Unrealized Gain/Loss** - The difference between the Market Value and Cost Basis at the end of the current period.

**Yield on/at Market** - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.



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# Monthly Account Statement

## City of Chino Hills

April 1, 2016 through April 30, 2016

### Chandler Team

For questions about your account,  
please call (800) 317-4747 or  
Email [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

US Bank  
April Bernhardt  
(503)-464-3616

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.*



## Portfolio Summary

As of 4/30/2016

### PORTFOLIO CHARACTERISTICS

Average Duration	2.52
Average Coupon	1.40 %
Average Purchase YTM	1.42 %
Average Market YTM	1.04 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.73 yrs
Average Life	2.60 yrs

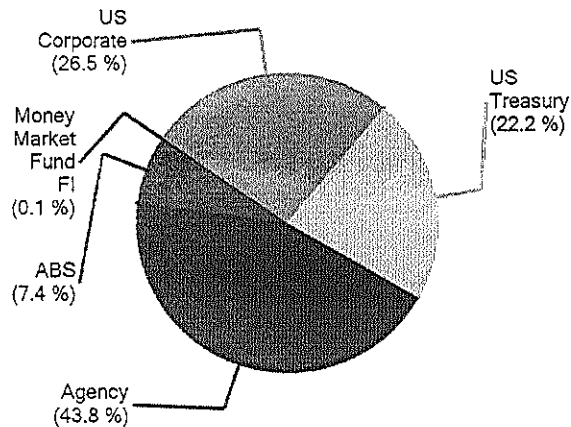
### ACCOUNT SUMMARY

	Beg. Values as of 3/31/16	End Values as of 4/30/16
Market Value	132,386,185	132,480,581
Accrued Interest	468,661	434,458
<b>Total Market Value</b>	<b>132,854,846</b>	<b>132,915,039</b>
Income Earned	152,676	152,972
Cont/WD		-8,734
Par	131,223,198	131,374,437
Book Value	130,955,451	131,139,259
Cost Value	131,075,655	131,247,356

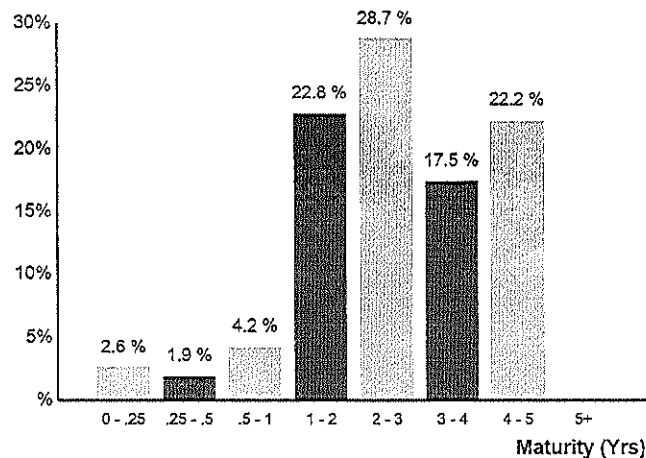
### TOP ISSUERS

Issuer	% Portfolio
Government of United States	22.2 %
Federal National Mortgage Assoc	16.8 %
Federal Home Loan Mortgage Corp	13.3 %
Federal Home Loan Bank	10.2 %
Honda ABS	2.7 %
John Deere ABS	2.2 %
Tennessee Valley Authority	2.0 %
Toyota ABS	1.7 %
	<b>70.9 %</b>

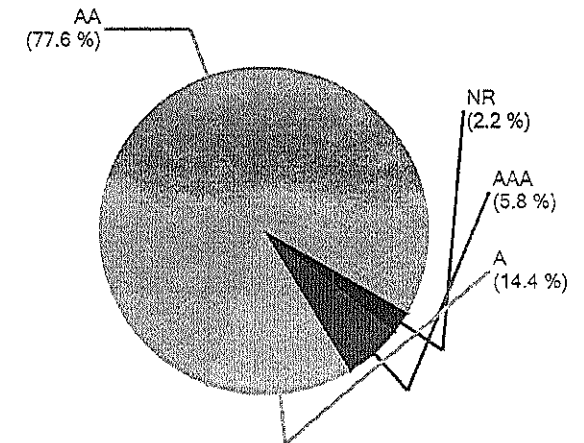
### SECTOR ALLOCATION



### MATURITY DISTRIBUTION



### CREDIT QUALITY (S&P)



### PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 2/28/2011
					3 Yrs	5 Yrs	10 Yrs	2/28/2011
City of Chino Hills	0.05 %	0.66 %	1.60 %	1.77 %	1.24 %	1.27 %	N/A	1.31 %
BAML 1-5 Yr US Treasury/Agency Index*	-0.01 %	0.48 %	1.54 %	1.58 %	1.07 %	1.04 %	N/A	1.08 %

\*BAML 1-3 Yr US Treasury/Agency Index to 7/31/12



## City of Chino Hills

April 30, 2016

### COMPLIANCE WITH INVESTMENT POLICY

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.*

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation (except for SBAs)	Complies
Medium Term Notes	30% maximum; A-rated or better	Complies
Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Local Agency Investment Fund - L.A.I.F.	Currently not used by investment adviser	Complies
Prohibited Securities - per State Code	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Prohibited Securities -per City restrictions	Small Business Administration (SBA) debt; Bankers Acceptance; Commercial Paper; Reverse Repurchase Agreements; Mortgage-Backed Securities	Complies
Maximum maturity	5 years	Complies



## Reconciliation Summary

As of 4/30/2016

BOOK VALUE RECONCILIATION		
<b>Beginning Book Value</b>		<b>\$130,955,450.74</b>
<b>Acquisition</b>		
+ Security Purchases	\$3,333,025.93	
+ Money Market Fund Purchases	\$3,467,659.05	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$6,800,684.98</b>
<b>Dispositions</b>		
- Security Sales	\$2,957,570.81	
- Money Market Fund Sales	\$3,342,098.22	
- MMF Withdrawals	\$8,734.17	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$315,588.63	
<b>Total Dispositions</b>		<b>\$6,623,991.83</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	\$1,747.05	
		<b>\$1,747.05</b>
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$5,367.92	
		<b>\$5,367.92</b>
<b>Ending Book Value</b>		<b>\$131,139,258.86</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$46,595.88</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$2,957,570.81	
Accrued Interest Received	\$3,910.63	
Interest Received	\$190,585.44	
Dividend Received	\$3.54	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$315,588.63	
<b>Total Acquisitions</b>	<b>\$3,467,659.05</b>	
<b>Disposition</b>		
Withdrawals	\$8,734.17	
Security Purchase	\$3,333,025.93	
Accrued Interest Paid	\$9,072.29	
<b>Total Dispositions</b>	<b>\$3,350,832.39</b>	
<b>Ending Book Value</b>		<b>\$163,422.54</b>



# Holdings Report

As of 4/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	73,686.98	08/27/2013 0.88 %	73,676.93 73,683.70	100.00 0.87 %	73,687.42 28.49	0.06 % 3.72	Aaa / NR AAA	1.29 0.18
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	577,518.81	Various 0.71 %	577,315.18 577,444.80	99.91 0.91 %	577,025.03 171.97	0.43 % (419.77)	Aaa / AAA NR	1.63 0.36
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	627,428.17	08/18/2015 0.93 %	627,377.72 627,391.62	99.99 0.95 %	627,348.49 256.55	0.47 % (43.13)	Aaa / AAA NR	1.80 0.43
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	518,857.91	05/13/2014 0.78 %	518,795.55 518,836.12	99.91 0.95 %	518,397.68 144.27	0.39 % (438.44)	Aaa / AAA NR	1.88 0.50
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	682,220.27	04/02/2014 0.93 %	682,110.98 682,185.66	100.00 0.92 %	682,215.49 278.95	0.51 % 29.83	Aaa / NR AAA	1.96 0.50
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	796,301.84	08/12/2014 0.89 %	796,148.23 796,238.08	100.03 0.83 %	796,547.10 311.44	0.60 % 309.02	NR / AAA AAA	2.13 0.56
43814NAB1	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	1,035,000.00	02/16/2016 1.02 %	1,034,896.60 1,034,904.69	100.02 0.98 %	1,035,253.58 377.49	0.78 % 348.89	NR / AAA AAA	2.13 0.87
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	1,030,000.00	09/03/2015 0.95 %	1,031,408.20 1,031,110.95	100.14 0.69 %	1,031,475.99 462.36	0.78 % 365.04	Aaa / AAA AAA	2.46 0.44
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	1,130,000.00	Various 1.07 %	1,129,987.95 1,130,021.26	99.99 1.09 %	1,129,830.50 537.38	0.85 % (190.76)	Aaa / NR AAA	2.55 0.71
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	1,030,000.00	02/24/2015 1.13 %	1,029,844.26 1,029,905.46	100.07 1.05 %	1,030,757.05 512.71	0.78 % 851.59	Aaa / AAA NR	2.80 1.04
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	1,255,000.00	05/13/2015 1.05 %	1,254,807.36 1,254,856.05	99.95 1.09 %	1,254,316.03 362.56	0.94 % (540.02)	NR / AAA AAA	2.81 1.15
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	1,010,000.00	02/23/2016 1.37 %	1,009,841.03 1,009,847.37	99.84 1.44 %	1,008,418.34 610.49	0.76 % (1,429.03)	Aaa / NR AAA	3.96 2.05
<b>Total ABS</b>		<b>9,766,013.98</b>	<b>1.02 %</b>	<b>9,766,209.99</b> <b>9,766,425.76</b>	<b>1.01 %</b>	<b>9,765,272.70</b> <b>4,054.66</b>	<b>7.35 %</b> <b>(1,153.06)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.48</b> <b>0.85</b>
<b>AGENCY</b>									
3130A22P0	FHLB Note 0.4% Due 6/6/2016	1,600,000.00	10/09/2014 0.41 %	1,599,648.00 1,599,979.05	100.01 0.30 %	1,600,166.40 2,577.78	1.21 % 187.35	Aaa / AA+ AAA	0.10 0.10
31331JX32	FFCB Note 1.7% Due 10/28/2016	1,850,000.00	08/10/2012 0.73 %	1,924,536.50 1,858,729.06	100.58 0.52 %	1,860,776.25 262.08	1.40 % 2,047.19	Aaa / AA+ AAA	0.50 0.49
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	1,725,000.00	08/08/2012 0.74 %	1,763,505.45 1,731,452.90	100.48 0.60 %	1,733,323.13 5,450.52	1.31 % 1,870.23	Aaa / AA+ AAA	0.75 0.74
3133ECG99	FFCB Note 0.66% Due 2/22/2017	335,000.00	05/10/2013 0.66 %	335,020.10 335,004.32	100.06 0.59 %	335,187.60 423.78	0.25 % 183.28	Aaa / AA+ AAA	0.82 0.81
3135G0JA2	FNMA Note 1.125% Due 4/27/2017	1,750,000.00	08/15/2012 0.90 %	1,767,780.00 1,753,742.61	100.45 0.67 %	1,757,843.50 218.75	1.32 % 4,100.89	Aaa / AA+ AAA	0.99 0.99
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	2,250,000.00	07/30/2012 0.81 %	2,296,620.00 2,260,039.59	100.59 0.68 %	2,263,295.25 13,203.13	1.71 % 3,255.66	Aaa / AA+ AAA	1.03 1.02



## Holdings Report

As of 4/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
313379FW4	FHLB Note 1% Due 6/9/2017	2,250,000.00	07/27/2012 0.86 %	2,264,737.50 2,253,354.34	100.34 0.70 %	2,257,551.00 8,875.00	1.71 % 4,196.66	Aaa / AA+ AAA	1.11 1.10
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,350,000.00	10/10/2014 0.98 %	1,350,780.30 1,350,372.47	100.34 0.76 %	1,354,560.30 1,200.00	1.02 % 4,187.83	Aaa / AA+ AAA	1.42 1.40
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,775,000.00	02/22/2013 0.93 %	1,770,456.00 1,773,455.19	100.11 0.81 %	1,776,991.55 5,651.65	1.34 % 3,536.36	Aaa / AA+ AAA	1.64 1.62
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	2,225,000.00	Various 1.01 %	2,198,973.68 2,215,384.16	99.87 0.83 %	2,222,127.53 5,052.60	1.68 % 6,743.37	Aaa / AA+ AAA	1.70 1.68
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	2,225,000.00	Various 1.47 %	2,166,092.75 2,201,386.72	100.09 0.83 %	2,226,962.45 2,920.32	1.68 % 25,575.73	Aaa / AA+ AAA	1.85 1.83
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	2,200,000.00	03/20/2015 1.02 %	2,207,218.20 2,204,628.85	100.65 0.79 %	2,214,341.80 412.50	1.67 % 9,712.95	Aaa / AA+ AAA	1.99 1.96
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	575,000.00	Various 1.45 %	560,793.27 568,437.40	100.11 0.82 %	575,621.58 2,236.11	0.43 % 7,184.18	Aaa / AA+ AAA	2.06 2.03
313379DT3	FHLB Note 1.25% Due 6/8/2018	2,600,000.00	Various 1.23 %	2,600,514.00 2,601,194.81	100.73 0.90 %	2,619,073.60 12,909.72	1.98 % 17,878.79	Aaa / AA+ AAA	2.11 2.07
3135G0E33	FNMA Note 1.125% Due 7/20/2018	2,175,000.00	Various 1.18 %	2,171,230.15 2,172,305.60	100.51 0.89 %	2,186,120.78 6,864.84	1.65 % 13,815.18	Aaa / AA+ AAA	2.22 2.18
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	2,560,000.00	Various 1.49 %	2,584,996.65 2,575,612.65	101.92 0.96 %	2,609,233.92 1,991.10	1.96 % 33,621.27	Aaa / AA+ AAA	2.46 2.40
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	2,155,000.00	Various 1.78 %	2,164,027.03 2,160,582.20	102.35 1.02 %	2,205,614.49 8,081.25	1.67 % 45,032.29	Aaa / AA+ AAA	2.81 2.72
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,150,000.00	Various 1.78 %	2,147,365.90 2,148,346.81	102.18 1.03 %	2,196,794.75 15,781.60	1.66 % 48,447.94	Aaa / AA+ AAA	3.08 2.98
3135G0ZE6	FNMA Note 1.75% Due 6/20/2019	1,900,000.00	10/17/2014 1.55 %	1,916,606.00 1,911,158.37	102.17 1.05 %	1,941,138.80 12,099.31	1.47 % 29,980.43	Aaa / AA+ AAA	3.14 3.03
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,225,000.00	Various 1.80 %	2,167,581.20 2,186,729.59	100.56 1.07 %	2,237,446.65 6,953.13	1.69 % 50,717.06	Aaa / AA+ AAA	3.25 3.17
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,900,000.00	10/07/2014 1.80 %	1,895,725.00 1,897,081.13	102.16 1.10 %	1,941,002.00 4,525.69	1.46 % 43,920.87	Aaa / AA+ AAA	3.37 3.26
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	2,500,000.00	09/30/2015 1.31 %	2,494,100.00 2,494,963.02	100.50 1.10 %	2,512,450.00 2,517.36	1.89 % 17,486.98	Aaa / AA+ AAA	3.42 3.34
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	2,550,000.00	Various 1.59 %	2,525,807.60 2,529,118.84	100.62 1.22 %	2,565,753.90 17,531.25	1.94 % 36,635.06	Aaa / AA+ AAA	4.01 3.86
313383HU8	FHLB Note 1.75% Due 6/12/2020	2,500,000.00	09/15/2015 1.66 %	2,510,425.00 2,509,051.86	101.63 1.34 %	2,540,627.50 16,892.36	1.92 % 31,575.64	Aaa / AA+ NR	4.12 3.94
3135G0D75	FNMA Note 1.5% Due 6/22/2020	2,625,000.00	09/29/2015 1.49 %	2,626,417.50 2,626,241.85	101.01 1.25 %	2,651,507.25 14,109.38	2.01 % 25,265.40	Aaa / AA+ AAA	4.15 3.99
3135G0F73	FNMA Note 1.5% Due 11/30/2020	2,700,000.00	12/16/2015 1.90 %	2,648,970.00 2,652,804.30	100.62 1.36 %	2,716,804.80 16,987.50	2.06 % 64,000.50	Aaa / AA+ AAA	4.59 4.39



## Holdings Report

As of 4/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	2,235,000.00	02/17/2016 1.46 %	2,225,970.60 2,226,331.38	100.00 1.37 %	2,235,031.29 6,231.61	1.69 % 8,699.91	Aaa / AA+ AAA	4.81 4.62
3135G0J20	FNMA Note 1.375% Due 2/26/2021	2,700,000.00	Various 1.47 %	2,688,445.80 2,688,503.57	100.01 1.37 %	2,700,361.80 6,703.13	2.04 % 11,858.23	Aaa / AA+ AAA	4.83 4.64
<b>Total Agency</b>		<b>57,585,000.00</b>	<b>1.31 %</b>	<b>57,574,344.18</b> <b>57,485,992.64</b>	<b>0.97 %</b>	<b>58,037,709.87</b> <b>198,663.45</b>	<b>43.81 %</b> <b>551,717.23</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.65</b> <b>2.57</b>
<b>MONEY MARKET FUND FI</b>									
31848V401	First American Govt Obligation MMKT Class-D	163,422.54	Various 0.01 %	163,422.54 163,422.54	1.00 0.01 %	163,422.54 0.00	0.12 % 0.00	Aaa / AAA NR	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>163,422.54</b>	<b>0.01 %</b>	<b>163,422.54</b> <b>163,422.54</b>	<b>0.01 %</b>	<b>163,422.54</b> <b>0.00</b>	<b>0.12 %</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>US CORPORATE</b>									
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,000,000.00	08/23/2012 0.73 %	1,051,280.00 1,000,678.71	100.09 0.38 %	1,000,919.00 9,562.50	0.76 % 240.29	Aa2 / AA NR	0.05 0.05
46625HJA9	JP Morgan Chase Note 3.15% Due 7/5/2016	700,000.00	07/30/2012 1.89 %	733,341.00 701,512.33	100.42 0.81 %	702,945.60 7,105.00	0.53 % 1,433.27	A3 / A- A+	0.18 0.18
24422ERF8	John Deere Capital Corp Note 1.85% Due 9/15/2016	700,000.00	07/27/2012 1.08 %	721,756.00 701,979.13	100.44 0.67 %	703,087.00 1,654.72	0.53 % 1,107.87	A2 / A NR	0.38 0.37
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,100,000.00	08/20/2012 1.17 %	1,127,555.00 1,104,881.46	100.84 0.68 %	1,109,266.40 4,063.89	0.84 % 4,384.94	A3 / A A	0.80 0.78
36962G5W0	General Electric Capital Corp Note 2.3% Due 4/27/2017	675,000.00	08/20/2012 1.76 %	691,260.75 678,436.84	101.43 0.85 %	684,659.25 172.50	0.52 % 6,222.41	A1 / AA+ NR	0.99 0.98
084664BS9	Berkshire Hathaway Note 1.6% Due 5/15/2017	1,100,000.00	08/26/2013 1.51 %	1,103,630.00 1,101,015.33	100.80 0.83 %	1,108,760.40 8,115.56	0.84 % 7,745.07	Aa2 / AA A+	1.04 1.03
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	360,000.00	05/12/2014 1.13 %	359,683.20 359,890.45	100.46 0.65 %	361,669.68 1,826.00	0.27 % 1,779.23	A1 / AA A+	1.04 1.03
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	1,770,000.00	Various 1.43 %	1,756,367.00 1,764,160.98	100.36 0.95 %	1,776,372.00 944.00	1.34 % 12,211.02	A1 / AA- A+	1.46 1.44
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	1,715,000.00	Various 1.33 %	1,701,862.55 1,708,993.17	100.06 1.07 %	1,715,998.13 7,678.63	1.30 % 7,004.96	Aa2 / AA- NR	1.60 1.49
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,375,000.00	Various 1.30 %	1,378,106.50 1,375,976.53	100.67 0.93 %	1,384,220.75 7,012.50	1.05 % 8,244.22	A1 / A+ A+	1.63 1.60
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	1,755,000.00	Various 1.43 %	1,755,583.65 1,755,435.82	100.51 1.15 %	1,763,882.06 7,704.94	1.33 % 8,446.24	Aa3 / AA- A	1.70 1.67
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,700,000.00	Various 1.23 %	1,694,929.00 1,696,877.99	100.21 1.00 %	1,703,631.20 4,515.63	1.29 % 6,753.21	Aa3 / AA- A+	1.77 1.74
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	645,000.00	04/04/2013 1.14 %	644,406.60 644,769.27	100.53 0.85 %	648,409.47 403.13	0.49 % 3,640.20	Aa2 / AA AA	1.95 1.92



## Holdings Report

As of 4/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US CORPORATE</b>									
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	1,180,000.00	Various 1.26 %	1,179,528.40 1,179,686.06	100.51 0.99 %	1,185,964.90 40.98	0.89 % 6,278.84	A1 / A A	2.00 1.97
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,800,000.00	Various 1.25 %	1,783,023.40 1,791,157.24	100.04 0.98 %	1,800,763.20 8,900.00	1.36 % 9,605.96	Aa1 / AA+ NR	2.01 1.97
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	1,770,000.00	Various 1.84 %	1,787,921.40 1,781,637.67	101.98 1.30 %	1,804,998.21 2,194.05	1.36 % 23,360.54	A1 / A+ NR	2.45 2.38
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,400,000.00	01/08/2015 1.68 %	1,377,978.00 1,385,466.11	100.11 1.20 %	1,401,589.00 8,458.33	1.06 % 16,122.89	A2 / A NR	2.52 2.46
91159HHE3	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	140,000.00	02/12/2014 1.90 %	140,296.80 140,156.61	101.79 1.21 %	142,504.60 1,258.83	0.11 % 2,347.99	A1 / A+ AA	2.55 2.38
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	1,095,000.00	Various 1.78 %	1,100,497.65 1,099,729.66	101.83 1.24 %	1,115,013.32 8,185.13	0.85 % 15,283.66	A2 / A NR	2.62 2.53
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	1,000,000.00	09/10/2015 1.93 %	1,011,900.00 1,009,660.81	102.97 1.18 %	1,029,679.00 6,836.11	0.78 % 20,018.19	A1 / AA+ NR	2.71 2.61
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,155,000.00	Various 2.04 %	1,159,623.65 1,157,624.76	102.58 1.20 %	1,184,772.44 4,090.64	0.89 % 27,147.68	A1 / AA- NR	2.84 2.74
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,225,000.00	Various 2.15 %	1,227,300.95 1,226,508.65	102.25 1.40 %	1,252,615.18 449.17	0.94 % 26,106.53	A1 / A+ AA	2.99 2.81
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	1,815,000.00	Various 2.19 %	1,822,288.25 1,821,125.05	102.27 1.59 %	1,856,285.81 5,797.91	1.40 % 35,160.76	A1 / A AA-	3.37 3.15
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,825,000.00	Various 2.19 %	1,821,821.60 1,822,439.26	101.14 1.83 %	1,845,892.60 9,918.37	1.40 % 23,453.34	A2 / A AA-	3.75 3.57
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	900,000.00	02/05/2015 1.77 %	899,055.00 899,282.44	101.30 1.40 %	911,706.30 3,325.00	0.69 % 12,423.86	A1 / A+ A+	3.80 3.65
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	1,730,000.00	Various 2.46 %	1,713,310.25 1,716,189.51	102.54 1.60 %	1,773,964.50 17,408.12	1.35 % 57,774.99	A1 / A+ NR	4.06 3.83
857477AS2	State Street Bank Note 2.55% Due 8/18/2020	1,750,000.00	01/21/2016 2.17 %	1,778,420.00 1,776,782.35	103.02 1.82 %	1,802,900.75 9,048.96	1.36 % 26,118.40	A1 / A AA-	4.30 4.05
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	675,000.00	10/29/2015 2.02 %	674,460.00 674,513.20	102.43 1.43 %	691,421.40 6,675.00	0.53 % 16,908.20	Aaa / AAA AA+	4.52 4.19
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	630,000.00	02/29/2016 2.22 %	630,000.00 630,000.00	101.88 1.81 %	641,827.62 2,255.33	0.48 % 11,827.62	Aaa / AA+ NR	4.84 4.56
<b>Total US Corporate</b>		<b>34,685,000.00</b>	<b>1.68 %</b>	<b>34,826,186.60 34,706,567.39</b>	<b>1.19 %</b>	<b>35,105,719.77 155,600.93</b>	<b>26.53 % 399,152.38</b>	<b>A1 / AA- A+</b>	<b>2.38 2.28</b>
<b>US TREASURY</b>									
912828TG5	US Treasury Note 0.5% Due 7/31/2017	1,750,000.00	Various 0.80 %	1,724,848.30 1,743,661.30	99.80 0.66 %	1,746,514.00 2,187.50	1.32 % 2,852.70	Aaa / AA+ AAA	1.25 1.24



## Holdings Report

As of 4/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
912828VE7	US Treasury Note 1% Due 5/31/2018	1,900,000.00	Various 1.14 %	1,889,564.96 1,894,680.41	100.40 0.80 %	1,907,643.70 7,942.62	1.44 % 12,963.29	Aaa / AA+ AAA	2.08 2.05
912828WD8	US Treasury Note 1.25% Due 10/31/2018	2,300,000.00	Various 1.37 %	2,284,484.27 2,293,478.95	100.96 0.86 %	2,322,011.00 78.13	1.75 % 28,532.05	Aaa / AA+ AAA	2.50 2.46
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,800,000.00	Various 1.54 %	1,775,771.66 1,786,995.25	100.98 0.87 %	1,817,578.80 9,405.74	1.37 % 30,583.55	Aaa / AA+ AAA	2.59 2.53
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,950,000.00	10/07/2014 1.53 %	1,927,154.97 1,935,431.94	100.98 0.89 %	1,989,043.70 6,093.75	1.49 % 33,611.76	Aaa / AA+ AAA	2.76 2.69
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	Various 1.60 %	1,979,996.92 1,987,509.48	101.32 0.90 %	2,026,406.00 4,633.15	1.53 % 38,896.52	Aaa / AA+ AAA	2.83 2.77
912828ST8	US Treasury Note 1.25% Due 4/30/2019	1,825,000.00	06/10/2014 1.68 %	1,788,577.40 1,802,664.62	100.96 0.92 %	1,842,536.43 61.99	1.39 % 39,871.81	Aaa / AA+ AAA	3.00 2.94
912828UB4	US Treasury Note 1% Due 11/30/2019	2,000,000.00	Various 1.56 %	1,947,692.25 1,961,586.46	99.82 1.05 %	1,996,406.00 8,360.66	1.51 % 34,819.54	Aaa / AA+ AAA	3.59 3.50
912828H52	US Treasury Note 1.25% Due 1/31/2020	2,400,000.00	Various 1.49 %	2,375,218.98 2,379,201.35	100.54 1.10 %	2,412,844.80 7,500.00	1.82 % 33,643.45	Aaa / AA+ AAA	3.76 3.65
912828J84	US Treasury Note 1.375% Due 3/31/2020	2,250,000.00	10/23/2015 1.35 %	2,252,204.80 2,251,948.62	100.91 1.14 %	2,270,389.50 2,620.39	1.71 % 18,440.88	Aaa / AA+ AAA	3.92 3.80
912828VF4	US Treasury Note 1.375% Due 5/31/2020	2,350,000.00	07/10/2015 1.62 %	2,323,478.58 2,327,834.40	100.83 1.17 %	2,369,460.35 13,507.68	1.79 % 41,625.95	Aaa / AA+ AAA	4.09 3.94
912828L99	US Treasury Note 1.375% Due 10/31/2020	2,650,000.00	11/23/2015 1.71 %	2,608,499.12 2,612,158.93	100.59 1.24 %	2,665,629.70 99.01	2.01 % 53,470.77	Aaa / AA+ AAA	4.51 4.35
912828N89	US Treasury Note 1.375% Due 1/31/2021	2,500,000.00	03/09/2016 1.40 %	2,497,566.98 2,497,636.42	100.48 1.27 %	2,512,012.50 8,593.75	1.90 % 14,376.08	Aaa / AA+ AAA	4.76 4.57
912828B90	US Treasury Note 2% Due 2/28/2021	1,500,000.00	04/26/2016 1.40 %	1,542,133.93 1,542,062.40	103.33 1.29 %	1,549,980.00 5,054.35	1.17 % 7,917.60	Aaa / AA+ AAA	4.84 4.59
<b>Total US Treasury</b>		<b>29,175,000.00</b>	<b>1.45 %</b>	<b>28,917,193.12 29,016,850.53</b>	<b>1.03 %</b>	<b>29,408,456.48 76,138.72</b>	<b>22.18 % 391,605.95</b>	<b>Aaa / AA+ Aaa</b>	<b>3.39 3.29</b>
<b>TOTAL PORTFOLIO</b>				<b>131,247,356.43 131,139,258.86</b>	<b>1.04 %</b>	<b>132,480,581.36 434,457.76</b>	<b>100.00 % 1,341,322.50</b>	<b>Aa1 / AA Aaa</b>	<b>2.73 2.52</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>132,915,039.12</b>			



# Transaction Ledger

3/31/16 Thru 4/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/01/2016	31846V401	3.54	First American Govt Obligation MMKT Class-D	1.000	0.01 %	3.54	0.00	3.54	0.00
Purchase	04/02/2016	31846V401	15,625.00	First American Govt Obligation MMKT Class-D	1.000	0.01 %	15,625.00	0.00	15,625.00	0.00
Purchase	04/10/2016	31846V401	18,806.25	First American Govt Obligation MMKT Class-D	1.000	0.01 %	18,806.25	0.00	18,806.25	0.00
Purchase	04/11/2016	31846V401	3,628.13	First American Govt Obligation MMKT Class-D	1.000	0.01 %	3,628.13	0.00	3,628.13	0.00
Purchase	04/15/2016	31846V401	33,020.00	First American Govt Obligation MMKT Class-D	1.000	0.01 %	33,020.00	0.00	33,020.00	0.00
Purchase	04/15/2016	31846V401	866.92	First American Govt Obligation MMKT Class-D	1.000	0.01 %	866.92	0.00	866.92	0.00
Purchase	04/15/2016	31846V401	68,168.56	First American Govt Obligation MMKT Class-D	1.000	0.01 %	68,168.56	0.00	68,168.56	0.00
Purchase	04/15/2016	31846V401	1,007.59	First American Govt Obligation MMKT Class-D	1.000	0.01 %	1,007.59	0.00	1,007.59	0.00
Purchase	04/15/2016	31846V401	21,756.86	First American Govt Obligation MMKT Class-D	1.000	0.01 %	21,756.86	0.00	21,756.86	0.00
Purchase	04/15/2016	31846V401	63,104.71	First American Govt Obligation MMKT Class-D	1.000	0.01 %	63,104.71	0.00	63,104.71	0.00
Purchase	04/15/2016	31846V401	72,230.31	First American Govt Obligation MMKT Class-D	1.000	0.01 %	72,230.31	0.00	72,230.31	0.00
Purchase	04/15/2016	31846V401	43,085.50	First American Govt Obligation MMKT Class-D	1.000	0.01 %	43,085.50	0.00	43,085.50	0.00
Purchase	04/15/2016	31846V401	961.33	First American Govt Obligation MMKT Class-D	1.000	0.01 %	961.33	0.00	961.33	0.00
Purchase	04/15/2016	31846V401	1,640.69	First American Govt Obligation MMKT Class-D	1.000	0.01 %	1,640.69	0.00	1,640.69	0.00
Purchase	04/18/2016	31846V401	49,757.17	First American Govt Obligation MMKT Class-D	1.000	0.01 %	49,757.17	0.00	49,757.17	0.00
Purchase	04/18/2016	31846V401	871.13	First American Govt Obligation MMKT Class-D	1.000	0.01 %	871.13	0.00	871.13	0.00
Purchase	04/21/2016	31846V401	1,087.67	First American Govt Obligation MMKT Class-D	1.000	0.01 %	1,087.67	0.00	1,087.67	0.00
Purchase	04/25/2016	31846V401	25,850.00	First American Govt Obligation MMKT Class-D	1.000	0.01 %	25,850.00	0.00	25,850.00	0.00
Purchase	04/27/2016	31846V401	2,961,481.44	First American Govt Obligation MMKT Class-D	1.000	0.01 %	2,961,481.44	0.00	2,961,481.44	0.00
Purchase	04/27/2016	31846V401	17,606.25	First American Govt Obligation MMKT Class-D	1.000	0.01 %	17,606.25	0.00	17,606.25	0.00



# Transaction Ledger

3/31/16 Thru 4/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/28/2016	3135G0J20	1,800,000.00	FNMA Note 1.375% Due 2/26/2021	99.494	1.48 %	1,790,892.00	4,262.50	1,795,154.50	0.00
Purchase	04/28/2016	31846V401	15,725.00	First American Govt Obligation MMKT Class-D	1.000	0.01 %	15,725.00	0.00	15,725.00	0.00
Purchase	04/28/2016	912828B90	1,500,000.00	US Treasury Note 2% Due 2/28/2021	102.809	1.40 %	1,542,133.93	4,809.79	1,546,943.72	0.00
Purchase	04/30/2016	31846V401	51,375.00	First American Govt Obligation MMKT Class-D	1.000	0.01 %	51,375.00	0.00	51,375.00	0.00
<b>Subtotal</b>			<b>6,767,659.05</b>				<b>6,800,684.98</b>	<b>9,072.29</b>	<b>6,809,757.27</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>6,767,659.05</b>				<b>6,800,684.98</b>	<b>9,072.29</b>	<b>6,809,757.27</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	04/27/2016	3133782N0	1,000,000.00	FHLB Note 0.875% Due 3/10/2017	100.188	0.66 %	1,001,880.00	1,142.36	1,003,022.36	401.68
Sale	04/27/2016	313378WF4	1,600,000.00	FHLB Note 1.125% Due 3/10/2017	100.413	0.65 %	1,606,608.00	2,350.00	1,608,958.00	4,604.57
Sale	04/27/2016	912828TG5	350,000.00	US Treasury Note 0.5% Due 7/31/2017	99.738	0.71 %	349,082.81	418.27	349,501.08	361.67
Sale	04/28/2016	31846V401	3,342,098.22	First American Govt Obligation MMKT Class-D	1.000	0.01 %	3,342,098.22	0.00	3,342,098.22	0.00
<b>Subtotal</b>			<b>6,292,098.22</b>				<b>6,299,669.03</b>	<b>3,910.63</b>	<b>6,303,579.66</b>	<b>5,367.92</b>
Paydown	04/15/2016	161571GC2	0.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	100.000		0.00	866.92	866.92	0.00
Paydown	04/15/2016	43814HAC2	67,535.08	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		67,535.08	633.48	68,168.56	0.00
Paydown	04/15/2016	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	1,007.59	1,007.59	0.00
Paydown	04/15/2016	477879AC4	21,687.71	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		21,687.71	69.15	21,756.86	0.00
Paydown	04/15/2016	47787VAC5	62,533.73	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		62,533.73	570.98	63,104.71	0.00
Paydown	04/15/2016	47788MAC4	0.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	100.000		0.00	1,640.69	1,640.69	0.00
Paydown	04/15/2016	89231MAC9	71,867.74	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		71,867.74	362.57	72,230.31	0.00
Paydown	04/15/2016	89231TAB6	42,571.83	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	100.000		42,571.83	513.67	43,085.50	0.00



# Transaction Ledger

3/31/16 Thru 4/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	04/15/2016	89236WAC2	0.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	100.000		0.00	961.33	961.33	0.00
Paydown	04/18/2016	43814GAC4	49,392.54	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		49,392.54	364.63	49,757.17	0.00
Paydown	04/18/2016	43814NAB1	0.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	100.000		0.00	871.13	871.13	0.00
Paydown	04/21/2016	43813NAC0	0.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	100.000		0.00	1,087.67	1,087.67	0.00
<b>Subtotal</b>			<b>315,588.63</b>				<b>315,588.63</b>	<b>8,949.81</b>	<b>324,538.44</b>	<b>0.00</b>
Security Withdrawal	04/05/2016	31846V401	8,630.00	First American Govt Obligation MMKT Class-D	1.000		8,630.00	0.00	8,630.00	0.00
Security Withdrawal	04/25/2016	31846V401	104.17	First American Govt Obligation MMKT Class-D	1.000		104.17	0.00	104.17	0.00
<b>Subtotal</b>			<b>8,734.17</b>				<b>8,734.17</b>	<b>0.00</b>	<b>8,734.17</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>6,616,421.02</b>				<b>6,623,991.83</b>	<b>12,860.44</b>	<b>6,636,852.27</b>	<b>5,367.92</b>
<b>OTHER TRANSACTIONS</b>										
Interest	04/02/2016	3137EADM8	2,500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		15,625.00	0.00	15,625.00	0.00
Interest	04/10/2016	02665WAC5	1,770,000.00	American Honda Finance Note 2.125% Due 10/10/2018	0.000		18,806.25	0.00	18,806.25	0.00
Interest	04/11/2016	931142DF7	645,000.00	Wal-Mart Stores Note 1.125% Due 4/11/2018	0.000		3,628.13	0.00	3,628.13	0.00
Interest	04/15/2016	68389XAN5	1,770,000.00	Oracle Corp Note 1.2% Due 10/15/2017	0.000		10,620.00	0.00	10,620.00	0.00
Interest	04/15/2016	880591EQ1	2,560,000.00	Tennessee Valley Authority Note 1.75% Due 10/15/2018	0.000		22,400.00	0.00	22,400.00	0.00
Interest	04/25/2016	3130A4GJ5	2,200,000.00	FHLB Note 1.125% Due 4/25/2018	0.000		12,375.00	0.00	12,375.00	0.00
Interest	04/25/2016	91159HHH6	1,225,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	0.000		13,475.00	0.00	13,475.00	0.00
Interest	04/27/2016	3135G0JA2	1,750,000.00	FNMA Note 1.125% Due 4/27/2017	0.000		9,843.75	0.00	9,843.75	0.00
Interest	04/27/2016	36962G5W0	675,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	0.000		7,762.50	0.00	7,762.50	0.00
Interest	04/28/2016	31331JX32	1,850,000.00	FFCB Note 1.7% Due 10/28/2016	0.000		15,725.00	0.00	15,725.00	0.00



# Transaction Ledger

3/31/16 Thru 4/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	04/30/2016	713448CR7	1,180,000.00	PepsiCo Inc Note 1.25% Due 4/30/2018	0.000		7,375.00	0.00	7,375.00	0.00
Interest	04/30/2016	912828L99	2,650,000.00	US Treasury Note 1.375% Due 10/31/2020	0.000		18,218.75	0.00	18,218.75	0.00
Interest	04/30/2016	912828ST8	1,825,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		11,406.25	0.00	11,406.25	0.00
Interest	04/30/2016	912828WD8	2,300,000.00	US Treasury Note 1.25% Due 10/31/2018	0.000		14,375.00	0.00	14,375.00	0.00
	Subtotal		24,900,000.00				181,635.63	0.00	181,635.63	0.00
Dividend	04/01/2016	31846V401	46,595.88	First American Govt Obligation MMKT Class-D	0.000		3.54	0.00	3.54	0.00
	Subtotal		46,595.88				3.54	0.00	3.54	0.00
<b>TOTAL OTHER TRANSACTIONS</b>			24,946,595.88				181,639.17	0.00	181,639.17	0.00



## Income Earned

3/31/16 Thru 4/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
<b>Fixed Income</b>						
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	Various Various 1,770,000.00	1,782,029.07 0.00 0.00 1,781,637.67	17,865.94 18,806.25 2,194.05 3,134.36	0.00 391.40 (391.40) 2,742.96	0.00 2,742.96
037833AJ9	Apple Inc Note 1% Due 05/03/2018	Various Various 1,800,000.00	1,790,794.83 0.00 0.00 1,791,157.24	7,399.99 0.00 8,900.00 1,500.01	362.41 0.00 362.41 1,862.42	0.00 1,862.42
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 09/11/2019	Various Various 1,815,000.00	1,821,276.62 0.00 0.00 1,821,125.05	2,319.16 0.00 5,797.91 3,478.75	2.33 155.90 (153.57) 3,325.18	0.00 3,325.18
084664BS9	Berkshire Hathaway Note 1.6% Due 05/15/2017	08/26/2013 08/29/2013 1,100,000.00	1,101,095.70 0.00 0.00 1,101,015.33	6,648.89 0.00 8,115.56 1,466.67	0.00 80.37 (80.37) 1,386.30	0.00 1,386.30
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	09/03/2015 09/04/2015 1,030,000.00	1,031,148.11 0.00 0.00 1,031,110.95	462.36 866.92 462.36 866.92	0.00 37.16 (37.16) 829.76	0.00 829.76
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/05/2017	Various Various 1,715,000.00	1,708,684.07 0.00 0.00 1,708,993.17	6,100.83 0.00 7,678.63 1,577.80	320.44 11.34 309.10 1,886.90	0.00 1,886.90
17275RAR3	Cisco Systems Note 2.125% Due 03/01/2019	Various Various 1,155,000.00	1,157,700.92 0.00 0.00 1,157,624.76	2,045.30 0.00 4,090.64 2,045.34	3.77 79.93 (76.16) 1,969.18	0.00 1,969.18
22160KAG0	Costco Wholesale Corp Note 1.75% Due 02/15/2020	02/05/2015 02/17/2015 900,000.00	899,266.90 0.00 0.00 899,282.44	2,012.50 0.00 3,325.00 1,312.50	15.54 0.00 15.54 1,328.04	0.00 1,328.04
24422ERF8	John Deere Capital Corp Note 1.85% Due 09/15/2016	07/27/2012 08/01/2012 700,000.00	702,412.52 0.00 0.00 701,979.13	575.56 0.00 1,654.72 1,079.16	0.00 433.39 (433.39) 645.77	0.00 645.77
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	Various Various 1,095,000.00	1,099,878.09 0.00 0.00 1,099,729.66	6,405.75 0.00 8,185.13 1,779.38	12.07 160.50 (148.43) 1,630.95	0.00 1,630.95



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accrual/Amort Income Earned	Unreal G/L Total Income
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	02/29/2016 03/03/2016 630,000.00	630,000.00 0.00 0.00 630,000.00	1,088.78 0.00 2,255.33 1,166.55	0.00 0.00 0.00 1,166.55	0.00 1,166.55
3130A22P0	FHLB Note 0.4% Due 06/06/2016	10/09/2014 10/10/2014 1,600,000.00	1,599,961.60 0.00 0.00 1,599,979.05	2,044.44 0.00 2,577.78 533.34	17.45 0.00 17.45 550.79	0.00 550.79
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	03/20/2015 03/23/2015 2,200,000.00	2,204,820.66 0.00 0.00 2,204,628.85	10,725.00 12,375.00 412.50 2,062.50	0.00 191.81 (191.81) 1,870.69	0.00 1,870.69
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	02/17/2016 02/18/2016 2,235,000.00	2,226,183.11 0.00 0.00 2,226,331.38	3,670.68 0.00 6,231.61 2,560.93	148.27 0.00 148.27 2,709.20	0.00 2,709.20
31331JX32	FFCB Note 1.7% Due 10/28/2016	08/10/2012 08/13/2012 1,850,000.00	1,860,183.91 0.00 0.00 1,858,729.06	13,366.25 15,725.00 262.08 2,620.83	0.00 1,454.85 (1,454.85) 1,165.98	0.00 1,165.98
3133782N0	FHLB Note Due 03/10/2017	03/13/2013 03/15/2013 0.00	1,001,599.57 0.00 1,001,478.32 0.00	510.42 1,142.36 0.00 631.94	0.00 121.25 (121.25) 510.69	0.00 510.69
313378WF4	FHLB Note Due 03/10/2017	06/22/2012 06/25/2012 0.00	1,602,167.74 0.00 1,602,003.43 0.00	1,050.00 2,350.00 0.00 1,300.00	0.00 164.31 (164.31) 1,135.69	0.00 1,135.69
313379DT3	FHLB Note 1.25% Due 06/08/2018	Various Various 2,600,000.00	2,601,241.48 0.00 0.00 2,601,194.81	10,201.39 0.00 12,909.72 2,708.33	92.18 138.85 (46.67) 2,661.66	0.00 2,661.66
313379FW4	FHLB Note 1% Due 06/09/2017	07/27/2012 07/30/2012 2,250,000.00	2,253,603.42 0.00 0.00 2,253,354.34	7,000.00 0.00 8,875.00 1,875.00	0.00 249.08 (249.08) 1,625.92	0.00 1,625.92
313383HU8	FHLB Note 1.75% Due 06/12/2020	09/15/2015 09/16/2015 2,500,000.00	2,509,232.54 0.00 0.00 2,509,051.86	13,246.53 0.00 16,892.36 3,645.83	0.00 180.68 (180.68) 3,465.15	0.00 3,465.15
3133ECG99	FFCB Note 0.66% Due 02/22/2017	05/10/2013 05/13/2013 335,000.00	335,004.76 0.00 0.00 335,004.32	239.53 0.00 423.78 184.25	0.00 0.44 (0.44) 183.81	0.00 183.81



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3135G0D75	FNMA Note 1.5% Due 06/22/2020	09/29/2015 09/30/2015	2,626,266.48 0.00 0.00 2,626,241.85	10,828.13 0.00 14,109.38 3,281.25	0.00 24.63 (24.63) 3,256.62	0.00 3,256.62
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various	2,172,205.81 0.00 0.00 2,172,305.60	4,825.78 0.00 6,864.84 2,039.06	99.79 0.00 99.79 2,138.85	0.00 2,138.85
3135G0F73	FNMA Note 1.5% Due 11/30/2020	12/16/2015 12/17/2015	2,651,958.50 0.00 0.00 2,652,804.30	13,612.50 0.00 16,987.50 3,375.00	845.80 0.00 845.80 4,220.80	0.00 4,220.80
3135G0GY3	FNMA Note 1.25% Due 01/30/2017	08/08/2012 08/09/2012	1,732,159.42 0.00 0.00 1,731,452.90	3,653.65 0.00 5,450.52 1,796.87	0.00 706.52 (706.52) 1,090.35	0.00 1,090.35
3135G0J20	FNMA Note 1.375% Due 02/26/2021	Various Various	897,555.16 1,790,892.00 0.00 2,688,503.57	1,203.13 (4,262.50) 6,703.13 1,237.50	56.41 0.00 56.41 1,293.91	0.00 1,293.91
3135G0JA2	FNMA Note 1.125% Due 04/27/2017	08/15/2012 08/16/2012	1,754,053.63 0.00 0.00 1,753,742.61	8,421.88 9,843.75 218.75 1,640.62	0.00 311.02 (311.02) 1,329.60	0.00 1,329.60
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	02/22/2013 02/25/2013	1,773,377.70 0.00 0.00 1,773,455.19	4,357.38 0.00 5,651.65 1,294.27	77.49 0.00 77.49 1,371.76	0.00 1,371.76
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	Various Various	568,174.90 0.00 0.00 568,437.40	1,816.84 0.00 2,236.11 419.27	262.50 0.00 262.50 681.77	0.00 681.77
3135G0ZA4	FNMA Note 1.875% Due 02/19/2019	Various Various	2,160,745.74 0.00 0.00 2,160,582.20	4,714.06 0.00 8,081.25 3,367.19	0.00 163.54 (163.54) 3,203.65	0.00 3,203.65
3135G0ZE6	FNMA Note 1.75% Due 06/20/2019	10/17/2014 10/20/2014	1,911,450.73 0.00 0.00 1,911,158.37	9,328.47 0.00 12,099.31 2,770.84	0.00 292.36 (292.36) 2,478.48	0.00 2,478.48
3135G0ZG1	FNMA Note 1.75% Due 09/12/2019	10/07/2014 10/08/2014	1,897,009.88 0.00 0.00 1,897,081.13	1,754.86 0.00 4,525.69 2,770.83	71.25 0.00 71.25 2,842.08	0.00 2,842.08



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3137EADF3	FHLMC Note 1.25% Due 05/12/2017	07/30/2012 07/31/2012 2,250,000.00	2,260,840.62 0.00 0.00 2,260,039.59	10,859.38 0.00 13,203.13 2,343.75	0.00 801.03 (801.03) 1,542.72	0.00 1,542.72
3137EADG1	FHLMC Note 1.75% Due 05/30/2019	Various Various 2,150,000.00	2,148,302.70 0.00 0.00 2,148,346.81	12,646.18 0.00 15,781.60 3,135.42	98.81 54.70 44.11 3,179.53	0.00 3,179.53
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	Various Various 2,225,000.00	2,185,762.35 0.00 0.00 2,186,729.59	4,635.41 0.00 6,953.13 2,317.72	967.24 0.00 967.24 3,284.96	0.00 3,284.96
3137EADL0	FHLMC Note 1% Due 09/29/2017	10/10/2014 10/14/2014 1,350,000.00	1,350,394.12 0.00 0.00 1,350,372.47	75.00 0.00 1,200.00 1,125.00	0.00 21.65 (21.65) 1,103.35	0.00 1,103.35
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	09/30/2015 09/30/2015 2,500,000.00	2,494,842.04 0.00 0.00 2,494,963.02	15,538.19 15,625.00 2,517.36 2,604.17	120.98 0.00 120.98 2,725.15	0.00 2,725.15
3137EADN6	FHLMC Note 0.75% Due 01/12/2018	Various Various 2,225,000.00	2,214,919.63 0.00 0.00 2,215,384.16	3,661.98 0.00 5,052.60 1,390.62	464.53 0.00 464.53 1,855.15	0.00 1,855.15
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	Various Various 2,225,000.00	2,200,337.25 0.00 0.00 2,201,386.72	1,297.92 0.00 2,920.32 1,622.40	1,049.47 0.00 1,049.47 2,671.87	0.00 2,671.87
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	Various Various 2,550,000.00	2,528,690.06 0.00 0.00 2,529,118.84	14,609.37 0.00 17,531.25 2,921.88	428.78 0.00 428.78 3,350.66	0.00 3,350.66
36962G5W0	General Electric Capital Corp Note 2.3% Due 04/27/2017	08/20/2012 08/23/2012 675,000.00	678,722.46 0.00 0.00 678,436.84	6,641.25 7,762.50 172.50 1,293.75	0.00 285.62 (285.62) 1,008.13	0.00 1,008.13
36962G7G3	General Electric Capital Corp Note 2.3% Due 01/14/2019	09/10/2015 09/15/2015 1,000,000.00	1,009,954.15 0.00 0.00 1,009,660.81	4,919.44 0.00 6,836.11 1,916.67	0.00 293.34 (293.34) 1,623.33	0.00 1,623.33
38259PAC6	Google Inc Note 2.125% Due 05/19/2016	08/23/2012 08/28/2012 1,000,000.00	1,001,809.88 0.00 0.00 1,000,678.71	7,791.67 0.00 9,562.50 1,770.83	0.00 1,131.17 (1,131.17) 639.66	0.00 639.66



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 02/21/2019	05/13/2015 05/20/2015	1,254,851.84 0.00 0.00 1,255,000.00	362.56 1,087.67 362.56 1,087.67	4.21 0.00 4.21 1,091.88	0.00 1,091.88
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 03/19/2018	05/13/2014 05/21/2014	568,224.70 0.00 49,392.54 518,857.91	158.01 364.63 144.27 350.89	3.96 0.00 3.96 354.85	0.00 354.85
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 06/15/2018	08/12/2014 08/20/2014	863,763.03 0.00 67,535.08 796,301.84	337.86 633.48 311.44 607.06	10.13 0.00 10.13 617.19	0.00 617.19
43814NAB1	Honda Auto Receivables 2016-1 A2 1.01% Due 06/18/2018	02/16/2016 02/25/2016	1,034,901.01 0.00 0.00 1,035,000.00	377.49 871.13 377.49 871.13	3.68 0.00 3.68 874.81	0.00 874.81
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	Various Various	1,376,025.93 0.00 0.00 1,375,000.00	5,465.64 0.00 7,012.50 1,546.86	4.63 54.03 (49.40) 1,497.46	0.00 1,497.46
459200HZ7	IBM Corp Note 1.125% Due 02/06/2018	Various Various	1,696,733.00 0.00 0.00 1,700,000.00	2,921.88 0.00 4,515.63 1,593.75	144.99 0.00 144.99 1,738.74	0.00 1,738.74
46625HJA9	JP Morgan Chase Note 3.15% Due 07/05/2016	07/30/2012 08/02/2012	702,210.32 0.00 0.00 700,000.00	5,267.50 0.00 7,105.00 1,837.50	0.00 697.99 (697.99) 1,139.51	0.00 1,139.51
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	Various Various	1,130,022.39 0.00 0.00 1,130,000.00	537.38 1,007.59 537.38 1,007.59	6.86 7.99 (1.13) 1,006.46	0.00 1,006.46
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 08/15/2017	08/27/2013 09/04/2013	95,370.17 0.00 21,687.71 73,686.98	36.88 69.15 28.49 60.76	1.24 0.00 1.24 62.00	0.00 62.00
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 04/16/2018	04/02/2014 04/09/2014	744,712.97 0.00 62,533.73 682,220.27	304.52 570.98 278.95 545.41	6.42 0.00 6.42 551.83	0.00 551.83
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 04/15/2020	02/23/2016 03/02/2016	1,009,844.20 0.00 0.00 1,010,000.00	1,106.51 1,640.69 610.49 1,144.67	3.17 0.00 3.17 1,147.84	0.00 1,147.84



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/03/2020	10/29/2015 11/03/2015 675,000.00	674,504.33 0.00 0.00 674,513.20	5,550.00 0.00 6,675.00 1,125.00	8.87 0.00 8.87 1,133.87	0.00 1,133.87
674599CB9	Occidental Petroleum Note 1.75% Due 02/15/2017	08/20/2012 08/23/2012 1,100,000.00	1,105,386.44 0.00 0.00 1,104,881.46	2,459.72 0.00 4,063.89 1,604.17	0.00 504.98 (504.98) 1,099.19	0.00 1,099.19
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	Various Various 1,770,000.00	1,763,831.72 0.00 0.00 1,764,160.98	9,794.00 10,620.00 944.00 1,770.00	329.26 0.00 329.26 2,099.26	0.00 2,099.26
713448CR7	PepsiCo Inc Note 1.25% Due 04/30/2018	Various Various 1,180,000.00	1,179,673.15 0.00 0.00 1,179,686.06	6,186.81 7,375.00 40.98 1,229.17	12.91 0.00 12.91 1,242.08	0.00 1,242.08
717081DJ9	Pfizer Inc. Note 1.1% Due 05/15/2017	05/12/2014 05/15/2014 360,000.00	359,881.78 0.00 0.00 359,890.45	1,496.00 0.00 1,826.00 330.00	8.67 0.00 8.67 338.67	0.00 338.67
74005PBH6	Praxair Note 1.25% Due 11/07/2018	01/08/2015 01/13/2015 1,400,000.00	1,384,992.18 0.00 0.00 1,385,466.11	7,000.00 0.00 8,458.33 1,458.33	473.93 0.00 473.93 1,932.26	0.00 1,932.26
747525AD5	Qualcomm Inc Note 2.25% Due 05/20/2020	Various Various 1,730,000.00	1,715,909.57 0.00 0.00 1,716,189.51	14,164.38 0.00 17,408.12 3,243.74	279.94 0.00 279.94 3,523.68	0.00 3,523.68
857477AS2	State Street Bank Note 2.55% Due 08/18/2020	01/21/2016 01/26/2016 1,750,000.00	1,777,294.12 0.00 0.00 1,776,782.35	5,330.21 0.00 9,048.96 3,718.75	0.00 511.77 (511.77) 3,206.98	0.00 3,206.98
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	Various Various 2,560,000.00	2,576,134.81 0.00 0.00 2,575,612.65	20,657.79 22,400.00 1,991.10 3,733.31	0.00 522.16 (522.16) 3,211.15	0.00 3,211.15
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	Various Various 577,518.81	649,293.76 0.00 71,867.74 577,444.80	193.37 362.57 171.97 341.17	18.78 0.00 18.78 359.95	0.00 359.95
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 02/15/2018	08/18/2015 08/26/2015 627,428.17	669,959.18 0.00 42,571.83 627,391.62	273.96 513.67 256.55 496.26	4.27 0.00 4.27 500.53	0.00 500.53



# Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 01/12/2018	Various Various 1,755,000.00	1,755,456.87 0.00 0.00 1,755,435.82	5,584.31 0.00 7,704.94 2,120.63	14.03 35.08 (21.05) 2,099.58	0.00 2,099.58
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 02/15/2019	02/24/2015 03/04/2015 1,030,000.00	1,029,901.13 0.00 0.00 1,029,905.46	512.71 961.33 512.71 961.33	4.33 0.00 4.33 965.66	0.00 965.66
91159HHE3	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	02/12/2014 02/18/2014 140,000.00	140,161.84 0.00 0.00 140,156.61	1,031.33 0.00 1,258.83 227.50	0.00 5.23 (5.23) 222.27	0.00 222.27
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 04/25/2019	Various Various 1,225,000.00	1,226,552.00 0.00 0.00 1,226,508.65	11,678.33 13,475.00 449.17 2,245.84	20.35 63.70 (43.35) 2,202.49	0.00 2,202.49
912828A34	US Treasury Note 1.25% Due 11/30/2018	Various Various 1,800,000.00	1,786,581.52 0.00 0.00 1,786,995.25	7,561.48 0.00 9,405.74 1,844.26	413.73 0.00 413.73 2,257.99	0.00 2,257.99
912828B90	US Treasury Note 2% Due 02/28/2021	04/26/2016 04/28/2016 1,500,000.00	0.00 1,542,133.93 0.00 1,542,062.40	0.00 (4,809.79) 5,054.35 244.56	0.00 71.53 (71.53) 173.03	0.00 173.03
912828H52	US Treasury Note 1.25% Due 01/31/2020	Various Various 2,400,000.00	2,378,745.90 0.00 0.00 2,379,201.35	5,027.47 0.00 7,500.00 2,472.53	455.45 0.00 455.45 2,927.98	0.00 2,927.98
912828J84	US Treasury Note 1.375% Due 03/31/2020	10/23/2015 10/26/2015 2,250,000.00	2,251,989.50 0.00 0.00 2,251,948.62	84.53 0.00 2,620.39 2,535.86	0.00 40.88 (40.88) 2,494.98	0.00 2,494.98
912828L99	US Treasury Note 1.375% Due 10/31/2020	11/23/2015 11/24/2015 2,650,000.00	2,611,468.40 0.00 0.00 2,612,158.93	15,315.76 18,218.75 99.01 3,002.00	690.53 0.00 690.53 3,692.53	0.00 3,692.53
912828N89	US Treasury Note 1.375% Due 01/31/2021	03/09/2016 03/11/2016 2,500,000.00	2,497,595.57 0.00 0.00 2,497,636.42	5,760.65 0.00 8,593.75 2,833.10	40.85 0.00 40.85 2,873.95	0.00 2,873.95
912828SD3	US Treasury Note 1.25% Due 01/31/2019	10/07/2014 10/08/2014 1,950,000.00	1,934,997.08 0.00 0.00 1,935,431.94	4,084.82 0.00 6,093.75 2,008.93	434.86 0.00 434.86 2,443.79	0.00 2,443.79



# Income Earned

3/31/16 Thru 4/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
912828SH4	US Treasury Note 1.375% Due 02/28/2019	Various Various 2,000,000.00	1,987,146.75 0.00 0.00 1,987,509.48	2,391.31 0.00 4,633.15 2,241.84	362.73 0.00 362.73 2,604.57	0.00 2,604.57
912828ST8	US Treasury Note 1.25% Due 04/30/2019	06/10/2014 06/11/2014 1,825,000.00	1,802,052.13 0.00 0.00 1,802,664.62	9,588.77 11,406.25 61.99 1,879.47	612.49 0.00 612.49 2,491.96	0.00 2,491.96
912828TG5	US Treasury Note 0.5% Due 07/31/2017	Various Various 1,750,000.00	2,091,893.14 0.00 348,721.14 1,743,661.30	1,759.61 418.27 2,187.50 846.16	489.30 0.00 489.30 1,335.46	0.00 1,335.46
912828UB4	US Treasury Note 1% Due 11/30/2019	Various Various 2,000,000.00	1,960,705.41 0.00 0.00 1,961,586.46	6,721.31 0.00 8,360.66 1,639.35	881.05 0.00 881.05 2,520.40	0.00 2,520.40
912828VE7	US Treasury Note 1% Due 05/31/2018	Various Various 1,900,000.00	1,894,470.44 0.00 0.00 1,894,680.41	6,385.24 0.00 7,942.62 1,557.38	209.97 0.00 209.97 1,767.35	0.00 1,767.35
912828VF4	US Treasury Note 1.375% Due 05/31/2020	07/10/2015 07/13/2015 2,350,000.00	2,327,388.41 0.00 0.00 2,327,834.40	10,859.12 0.00 13,507.68 2,648.56	445.99 0.00 445.99 3,094.55	0.00 3,094.55
912828WD8	US Treasury Note 1.25% Due 10/31/2018	Various Various 2,300,000.00	2,293,264.67 0.00 0.00 2,293,478.95	12,084.48 14,375.00 78.13 2,368.65	359.06 144.78 214.28 2,582.93	0.00 2,582.93
931142DF7	Wal-Mart Stores Note 1.125% Due 04/11/2018	04/04/2013 04/11/2013 645,000.00	644,759.52 0.00 0.00 644,769.27	3,426.56 3,628.13 403.13 604.70	9.75 0.00 9.75 614.45	0.00 614.45
94974BGF1	Wells Fargo Corp Note 2.15% Due 01/30/2020	Various Various 1,825,000.00	1,822,383.15 0.00 0.00 1,822,439.26	6,648.57 0.00 9,918.37 3,269.80	56.11 0.00 56.11 3,325.91	0.00 3,325.91
			130,908,854.86 3,333,025.93 3,267,791.52	468,660.60 185,423.78 434,457.76	12,344.01 10,596.96 1,747.05	0.00
<b>TOTAL Fixed Income</b>		<b>131,211,013.98</b>	<b>130,975,836.32</b>	<b>151,220.94</b>	<b>152,967.99</b>	<b>152,967.99</b>



# Income Earned

3/31/16 Thru 4/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
<b>Cash &amp; Equivalent</b>						
31846V401	First American Govt Obligation MMKT Class-D		46,595.88	0.00	0.00	
		Various	3,467,659.05	3.54	0.00	
		Various	3,350,832.39	0.00	0.00	0.00
		163,422.54	163,422.54	3.54	3.54	3.54
			46,595.88	0.00	0.00	
			3,467,659.05	3.54	0.00	
			3,350,832.39	0.00	0.00	0.00
<b>TOTAL Cash &amp; Equivalent</b>		<b>163,422.54</b>	<b>163,422.54</b>	<b>3.54</b>	<b>3.54</b>	<b>3.54</b>
			130,955,450.74	468,660.60	12,344.01	
			6,800,684.98	185,427.32	10,596.96	
			6,618,623.91	434,457.76	1,747.05	0.00
<b>TOTAL PORTFOLIO</b>		<b>131,374,436.52</b>	<b>131,139,258.86</b>	<b>151,224.48</b>	<b>152,971.53</b>	<b>152,971.53</b>



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/01/2016	Interest	3137EADR7	2,550,000.00	FHLMC Note 1.375% Due 5/1/2020	0.00	17,531.25	17,531.25
05/03/2016	Interest	037833AJ9	1,800,000.00	Apple Inc Note 1% Due 5/3/2018	0.00	9,000.00	9,000.00
05/03/2016	Interest	594918BG8	675,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.00	6,750.00	6,750.00
05/07/2016	Interest	74005PBH6	1,400,000.00	Praxair Note 1.25% Due 11/7/2018	0.00	8,750.00	8,750.00
05/12/2016	Interest	3137EADF3	2,250,000.00	FHLMC Note 1.25% Due 5/12/2017	0.00	14,062.50	14,062.50
05/15/2016	Interest	084664BS9	1,100,000.00	Berkshire Hathaway Note 1.6% Due 5/15/2017	0.00	8,800.00	8,800.00
05/15/2016	Interest	91159HHE3	140,000.00	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	0.00	1,365.00	1,365.00
05/15/2016	Interest	717081DJ9	360,000.00	Pfizer Inc. Note 1.1% Due 5/15/2017	0.00	1,980.00	1,980.00
05/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	67,763.73	322.45	68,086.18
05/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	39,667.49	481.03	40,148.52
05/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	61,591.99	961.33	62,553.32
05/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	59,691.28	583.95	60,275.23
05/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	76,188.88	1,007.59	77,196.47
05/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
05/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
05/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,572.46	53.42	4,625.88
05/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	68,002.98	523.04	68,526.02
05/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	48,642.22	332.93	48,975.15
05/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,304.11	871.13	40,175.24
05/19/2016	Maturity	38259PAC6	1,000,000.00	Google Inc Note 2.125% Due 5/19/2016	1,000,000.00	10,625.00	1,010,625.00



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2016	Interest	747525AD5	1,730,000.00	Qualcomm Inc Note 2.25% Due 5/20/2020	0.00	19,462.50	19,462.50
05/21/2016	Interest	3135G0WJ8	575,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,515.63	2,515.63
05/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	50,401.07	1,087.67	51,488.74
05/30/2016	Interest	3135G0F73	2,700,000.00	FNMA Note 1.5% Due 11/30/2020	0.00	20,250.00	20,250.00
05/30/2016	Interest	3137EADG1	2,150,000.00	FHLMC Note 1.75% Due 5/30/2019	0.00	18,812.50	18,812.50
05/31/2016	Interest	912828UB4	2,000,000.00	US Treasury Note 1% Due 11/30/2019	0.00	10,000.00	10,000.00
05/31/2016	Interest	912828VE7	1,900,000.00	US Treasury Note 1% Due 5/31/2018	0.00	9,500.00	9,500.00
05/31/2016	Interest	912828VF4	2,350,000.00	US Treasury Note 1.375% Due 5/31/2020	0.00	16,156.25	16,156.25
05/31/2016	Interest	912828A34	1,800,000.00	US Treasury Note 1.25% Due 11/30/2018	0.00	11,250.00	11,250.00
<b>May 2016</b>					<b>1,515,826.21</b>	<b>195,046.76</b>	<b>1,710,872.97</b>
06/05/2016	Interest	166764AA8	1,715,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	0.00	9,466.80	9,466.80
06/06/2016	Maturity	3130A22P0	1,600,000.00	FHLB Note 0.4% Due 6/6/2016	1,600,000.00	3,200.00	1,603,200.00
06/08/2016	Interest	313379DT3	2,600,000.00	FHLB Note 1.25% Due 6/8/2018	0.00	16,250.00	16,250.00
06/09/2016	Interest	313379FW4	2,250,000.00	FHLB Note 1% Due 6/9/2017	0.00	11,250.00	11,250.00
06/12/2016	Interest	313383HU8	2,500,000.00	FHLB Note 1.75% Due 6/12/2020	0.00	21,875.00	21,875.00
06/13/2016	Interest	24422ESF7	1,095,000.00	John Deere Capital Corp Note 1.95% Due 12/13/2018	0.00	10,676.25	10,676.25
06/15/2016	Interest	458140AL4	1,375,000.00	Intel Corp Note 1.35% Due 12/15/2017	0.00	9,281.25	9,281.25
06/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	65,545.74	284.61	65,830.35
06/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	38,611.89	450.62	39,062.51
06/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
06/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	58,878.90	540.18	59,419.08



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	74,349.02	939.64	75,288.66
06/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,576.83	50.11	4,626.94
06/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	65,983.29	470.90	66,454.19
06/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
06/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	60,195.80	903.85	61,099.65
06/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	47,192.41	301.72	47,494.13
06/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,344.08	838.04	40,182.12
06/20/2016	Interest	3135G0RT2	1,775,000.00	FNMA Note 0.875% Due 12/20/2017	0.00	7,765.63	7,765.63
06/20/2016	Interest	3135G0ZE6	1,900,000.00	FNMA Note 1.75% Due 6/20/2019	0.00	16,625.00	16,625.00
06/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	49,595.07	1,043.99	50,639.06
06/22/2016	Interest	3135G0D75	2,625,000.00	FNMA Note 1.5% Due 6/22/2020	0.00	19,687.50	19,687.50
<b>Jun 2016</b>					<b>2,104,273.03</b>	<b>133,912.68</b>	<b>2,238,185.71</b>
07/05/2016	Maturity	46625HJA9	700,000.00	JP Morgan Chase Note 3.15% Due 7/5/2016	700,000.00	11,025.00	711,025.00
07/12/2016	Interest	3137EADN6	2,225,000.00	FHLMC Note 0.75% Due 1/12/2018	0.00	8,343.75	8,343.75
07/12/2016	Interest	89236TCA1	1,755,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	0.00	12,723.75	12,723.75
07/14/2016	Interest	36962G7G3	1,000,000.00	General Electric Capital Corp Note 2.3% Due 1/14/2019	0.00	11,500.00	11,500.00
07/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	58,038.54	497.00	58,535.54
07/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	72,506.10	873.35	73,379.45
07/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
07/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	63,325.16	248.02	63,573.18
07/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	37,555.39	421.01	37,976.40



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	58,798.01	847.66	59,645.67
07/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
07/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,581.21	46.79	4,628.00
07/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	63,961.26	420.31	64,381.57
07/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,384.07	804.93	40,189.00
07/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	45,741.18	271.44	46,012.62
07/20/2016	Interest	3135G0E33	2,175,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	12,234.38	12,234.38
07/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	48,788.01	1,001.00	49,789.01
07/30/2016	Interest	3135G0GY3	1,725,000.00	FNMA Note 1.25% Due 1/30/2017	0.00	10,781.25	10,781.25
07/30/2016	Interest	94974BGF1	1,825,000.00	Wells Fargo Corp Note 2.15% Due 1/30/2020	0.00	19,618.75	19,618.75
07/31/2016	Interest	912828H52	2,400,000.00	US Treasury Note 1.25% Due 1/31/2020	0.00	15,000.00	15,000.00
07/31/2016	Interest	912828SD3	1,950,000.00	US Treasury Note 1.25% Due 1/31/2019	0.00	12,187.50	12,187.50
07/31/2016	Interest	912828TG5	1,750,000.00	US Treasury Note 0.5% Due 7/31/2017	0.00	4,375.00	4,375.00
07/31/2016	Interest	912828N89	2,500,000.00	US Treasury Note 1.375% Due 1/31/2021	0.00	17,187.50	17,187.50
<b>Jul 2016</b>					<b>1,192,678.93</b>	<b>142,419.98</b>	<b>1,335,098.91</b>
08/01/2016	Interest	3137EADK2	2,225,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	13,906.25	13,906.25
08/06/2016	Interest	459200HZ7	1,700,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.00	9,562.50	9,562.50
08/15/2016	Interest	22160KAG0	900,000.00	Costco Wholesale Corp Note 1.75% Due 2/15/2020	0.00	7,875.00	7,875.00
08/15/2016	Interest	674599CB9	1,100,000.00	Occidental Petroleum Note 1.75% Due 2/15/2017	0.00	9,625.00	9,625.00
08/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	61,102.03	212.66	61,314.69
08/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	36,497.96	392.22	36,890.18



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	57,169.49	454.44	57,623.93
08/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	70,660.12	808.70	71,468.82
08/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,585.60	43.47	4,629.07
08/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	61,936.88	371.28	62,308.16
08/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
08/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	57,398.58	792.79	58,191.37
08/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
08/18/2016	Interest	3130A7CV5	2,235,000.00	FHLB Note 1.375% Due 2/18/2021	0.00	15,365.63	15,365.63
08/18/2016	Interest	857477AS2	1,750,000.00	State Street Bank Note 2.55% Due 8/18/2020	0.00	22,312.50	22,312.50
08/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	44,288.54	242.09	44,530.63
08/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,424.12	771.78	40,195.90
08/19/2016	Interest	3135G0ZA4	2,155,000.00	FNMA Note 1.875% Due 2/19/2019	0.00	20,203.13	20,203.13
08/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	47,979.87	958.72	48,938.59
08/22/2016	Interest	3133ECG99	335,000.00	FFCB Note 0.66% Due 2/22/2017	0.00	1,105.50	1,105.50
08/26/2016	Interest	3135G0J20	2,700,000.00	FNMA Note 1.375% Due 2/26/2021	0.00	18,562.50	18,562.50
08/31/2016	Interest	912828B90	1,500,000.00	US Treasury Note 2% Due 2/28/2021	0.00	15,000.00	15,000.00
08/31/2016	Interest	912828SH4	2,000,000.00	US Treasury Note 1.375% Due 2/28/2019	0.00	13,750.00	13,750.00
<b>Aug 2016</b>					<b>481,043.19</b>	<b>154,327.75</b>	<b>635,370.94</b>
09/01/2016	Interest	17275RAR3	1,155,000.00	Cisco Systems Note 2.125% Due 3/1/2019	0.00	12,271.88	12,271.88
09/01/2016	Interest	30231GAV4	630,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	6,921.53	6,921.53
09/07/2016	Interest	3137EADP1	2,225,000.00	FHLMC Note 0.875% Due 3/7/2018	0.00	9,734.38	9,734.38



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/11/2016	Interest	06406HCW7	1,815,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	0.00	20,872.50	20,872.50
09/12/2016	Interest	3135G0ZG1	1,900,000.00	FNMA Note 1.75% Due 9/12/2019	0.00	16,625.00	16,625.00
09/15/2016	Maturity	24422ERF8	700,000.00	John Deere Capital Corp Note 1.85% Due 9/15/2016	700,000.00	6,475.00	706,475.00
09/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,589.99	40.14	4,630.13
09/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	59,910.17	323.79	60,233.96
09/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
09/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	56,270.99	412.52	56,683.51
09/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	68,811.11	745.69	69,556.80
09/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
09/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	58,876.34	178.54	59,054.88
09/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	35,439.62	364.24	35,803.86
09/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	55,997.54	739.21	56,736.75
09/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	42,834.49	213.67	43,048.16
09/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,464.20	738.60	40,202.80
09/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	47,170.65	917.14	48,087.79
09/29/2016	Interest	3137EADL0	1,350,000.00	FHLMC Note 1% Due 9/29/2017	0.00	6,750.00	6,750.00
09/30/2016	Interest	912828J84	2,250,000.00	US Treasury Note 1.375% Due 3/31/2020	0.00	15,468.75	15,468.75
<b>Sep 2016</b>					<b>1,169,365.10</b>	<b>101,804.17</b>	<b>1,271,169.27</b>
10/02/2016	Interest	3137EADM8	2,500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.00	15,625.00	15,625.00
10/10/2016	Interest	02665WAC5	1,770,000.00	American Honda Finance Note 2.125% Due 10/10/2018	0.00	18,806.25	18,806.25
10/11/2016	Interest	931142DF7	645,000.00	Wal-Mart Stores Note 1.125% Due 4/11/2018	0.00	3,628.13	3,628.13



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2016	Interest	68389XAN5	1,770,000.00	Oracle Corp Note 1.2% Due 10/15/2017	0.00	10,620.00	10,620.00
10/15/2016	Interest	880591EQ1	2,560,000.00	Tennessee Valley Authority Note 1.75% Due 10/15/2018	0.00	22,400.00	22,400.00
10/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	56,648.04	145.68	56,793.72
10/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	34,380.36	337.07	34,717.43
10/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	866.92	866.92
10/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	55,342.31	371.25	55,713.56
10/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	66,959.00	684.34	67,643.34
10/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,594.38	36.82	4,631.20
10/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	57,881.10	277.86	58,158.96
10/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
10/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	54,594.87	686.95	55,281.82
10/18/2016	Paydown	43814GAC4	516,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	41,379.00	186.19	41,565.19
10/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,504.32	705.38	40,209.70
10/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	46,360.36	876.26	47,236.62
10/25/2016	Interest	91159HHH6	1,225,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	0.00	13,475.00	13,475.00
10/25/2016	Interest	3130A4GJ5	2,200,000.00	FHLB Note 1.125% Due 4/25/2018	0.00	12,375.00	12,375.00
10/27/2016	Interest	3135G0JA2	1,750,000.00	FNMA Note 1.125% Due 4/27/2017	0.00	9,843.75	9,843.75
10/27/2016	Interest	36962G5W0	675,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	0.00	7,762.50	7,762.50
10/28/2016	Maturity	31331JX32	1,850,000.00	FFCB Note 1.7% Due 10/28/2016	1,850,000.00	15,725.00	1,865,725.00
10/30/2016	Interest	713448CR7	1,180,000.00	PepsiCo Inc Note 1.25% Due 4/30/2018	0.00	7,375.00	7,375.00



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/31/2016	Interest	912828ST8	1,825,000.00	US Treasury Note 1.25% Due 4/30/2019	0.00	11,406.25	11,406.25
10/31/2016	Interest	912828WD8	2,300,000.00	US Treasury Note 1.25% Due 10/31/2018	0.00	14,375.00	14,375.00
10/31/2016	Interest	912828L99	2,650,000.00	US Treasury Note 1.375% Due 10/31/2020	0.00	18,218.75	18,218.75
Oct 2016					2,307,643.74	187,955.02	2,495,598.76
11/01/2016	Interest	3137EADR7	2,550,000.00	FHLMC Note 1.375% Due 5/1/2020	0.00	17,531.25	17,531.25
11/03/2016	Interest	037833AJ9	1,800,000.00	Apple Inc Note 1% Due 5/3/2018	0.00	9,000.00	9,000.00
11/03/2016	Interest	594918BG8	675,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.00	6,750.00	6,750.00
11/07/2016	Interest	74005PBH6	1,400,000.00	Praxair Note 1.25% Due 11/7/2018	0.00	8,750.00	8,750.00
11/12/2016	Interest	3137EADF3	2,250,000.00	FHLMC Note 1.25% Due 5/12/2017	0.00	14,062.50	14,062.50
11/15/2016	Interest	084664BS9	1,100,000.00	Berkshire Hathaway Note 1.6% Due 5/15/2017	0.00	8,800.00	8,800.00
11/15/2016	Interest	717081DJ9	360,000.00	Pfizer Inc. Note 1.1% Due 5/15/2017	0.00	1,980.00	1,980.00
11/15/2016	Interest	91159HHE3	140,000.00	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	0.00	1,365.00	1,365.00
11/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	54,417.19	114.04	54,531.23
11/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	33,320.19	310.71	33,630.90
11/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	53,190.58	635.99	53,826.57
11/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	54,382.65	330.67	54,713.32
11/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	65,103.84	624.64	65,728.48
11/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
11/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,506.81	866.92	43,373.73
11/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,598.78	33.49	4,632.27
11/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	55,849.70	233.48	56,083.18



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,544.49	672.13	40,216.62
11/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	39,922.11	159.63	40,081.74
11/20/2016	Interest	747525AD5	1,730,000.00	Qualcomm Inc Note 2.25% Due 5/20/2020	0.00	19,462.50	19,462.50
11/21/2016	Interest	3135G0WJ8	575,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,515.63	2,515.63
11/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	45,548.99	836.08	46,385.07
11/30/2016	Interest	912828UB4	2,000,000.00	US Treasury Note 1% Due 11/30/2019	0.00	10,000.00	10,000.00
11/30/2016	Interest	912828VF4	2,350,000.00	US Treasury Note 1.375% Due 5/31/2020	0.00	16,156.25	16,156.25
11/30/2016	Interest	3135G0F73	2,700,000.00	FNMA Note 1.5% Due 11/30/2020	0.00	20,250.00	20,250.00
11/30/2016	Interest	3137EADG1	2,150,000.00	FHLMC Note 1.75% Due 5/30/2019	0.00	18,812.50	18,812.50
11/30/2016	Interest	912828A34	1,800,000.00	US Treasury Note 1.25% Due 11/30/2018	0.00	11,250.00	11,250.00
11/30/2016	Interest	912828VE7	1,900,000.00	US Treasury Note 1% Due 5/31/2018	0.00	9,500.00	9,500.00
<b>Nov 2016</b>					<b>488,385.33</b>	<b>182,148.08</b>	<b>670,533.41</b>
12/05/2016	Interest	166764AA8	1,715,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	0.00	9,466.80	9,466.80
12/08/2016	Interest	313379DT3	2,600,000.00	FHLB Note 1.25% Due 6/8/2018	0.00	16,250.00	16,250.00
12/09/2016	Interest	313379FW4	2,250,000.00	FHLB Note 1% Due 6/9/2017	0.00	11,250.00	11,250.00
12/12/2016	Interest	313383HU8	2,500,000.00	FHLB Note 1.75% Due 6/12/2020	0.00	21,875.00	21,875.00
12/13/2016	Interest	24422ESF7	1,095,000.00	John Deere Capital Corp Note 1.95% Due 12/13/2018	0.00	10,676.25	10,676.25
12/15/2016	Interest	458140AL4	1,375,000.00	Intel Corp Note 1.35% Due 12/15/2017	0.00	9,281.25	9,281.25
12/15/2016	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	52,183.75	83.66	52,267.41
12/15/2016	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,542.23	831.14	43,373.37
12/15/2016	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	53,391.23	290.79	53,682.02



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2016	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	63,245.61	566.59	63,812.20
12/15/2016	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,603.19	30.15	4,633.34
12/15/2016	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	53,815.92	190.67	54,006.59
12/15/2016	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
12/15/2016	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	32,259.09	285.17	32,544.26
12/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	51,784.66	586.35	52,371.01
12/18/2016	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	38,463.78	134.02	38,597.80
12/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,584.69	638.85	40,223.54
12/20/2016	Interest	3135G0RT2	1,775,000.00	FNMA Note 0.875% Due 12/20/2017	0.00	7,765.63	7,765.63
12/20/2016	Interest	3135G0ZE6	1,900,000.00	FNMA Note 1.75% Due 6/20/2019	0.00	16,625.00	16,625.00
12/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	44,736.55	796.60	45,533.15
12/22/2016	Interest	3135G0D75	2,625,000.00	FNMA Note 1.5% Due 6/22/2020	0.00	19,687.50	19,687.50
<b>Dec 2016</b>					<b>476,610.70</b>	<b>128,456.09</b>	<b>605,066.79</b>
01/12/2017	Interest	3137EADN6	2,225,000.00	FHLMC Note 0.75% Due 1/12/2018	0.00	8,343.75	8,343.75
01/12/2017	Interest	89236TCA1	1,755,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	0.00	12,723.75	12,723.75
01/14/2017	Interest	36962G7G3	1,000,000.00	General Electric Capital Corp Note 2.3% Due 1/14/2019	0.00	11,500.00	11,500.00
01/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,577.69	795.33	43,373.02
01/15/2017	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	52,367.26	251.63	52,618.89
01/15/2017	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	61,384.32	510.19	61,894.51
01/15/2017	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	51,779.81	149.41	51,929.22
01/15/2017	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	49,947.73	54.52	50,002.25



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2017	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	31,197.08	260.43	31,457.51
01/15/2017	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,607.60	26.81	4,634.41
01/15/2017	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
01/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	50,377.10	538.02	50,915.12
01/17/2017	Paydown	89231MAC9	577,518.81	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	47,709.12	1.77	47,710.89
01/18/2017	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	37,004.03	109.34	37,113.37
01/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,624.93	605.53	40,230.46
01/20/2017	Interest	3135G0E33	2,175,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	12,234.38	12,234.38
01/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	43,923.02	757.83	44,680.85
01/30/2017	Interest	94974BGF1	1,825,000.00	Wells Fargo Corp Note 2.15% Due 1/30/2020	0.00	19,618.75	19,618.75
01/30/2017	Maturity	3135G0GY3	1,725,000.00	FNMA Note 1.25% Due 1/30/2017	1,725,000.00	10,781.25	1,735,781.25
01/31/2017	Interest	912828H52	2,400,000.00	US Treasury Note 1.25% Due 1/31/2020	0.00	15,000.00	15,000.00
01/31/2017	Interest	912828N89	2,500,000.00	US Treasury Note 1.375% Due 1/31/2021	0.00	17,187.50	17,187.50
01/31/2017	Interest	912828SD3	1,950,000.00	US Treasury Note 1.25% Due 1/31/2019	0.00	12,187.50	12,187.50
01/31/2017	Interest	912828TG5	1,750,000.00	US Treasury Note 0.5% Due 7/31/2017	0.00	4,375.00	4,375.00
Jan 2017					2,237,499.69	129,157.36	2,366,657.05
02/01/2017	Interest	3137EADK2	2,225,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	13,906.25	13,906.25
02/06/2017	Interest	459200HZ7	1,700,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.00	9,562.50	9,562.50
02/15/2017	Interest	22160KAG0	900,000.00	Costco Wholesale Corp Note 1.75% Due 2/15/2020	0.00	7,875.00	7,875.00
02/15/2017	Maturity	674599CB9	1,100,000.00	Occidental Petroleum Note 1.75% Due 2/15/2017	1,100,000.00	9,625.00	1,109,625.00
02/15/2017	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	30,134.14	236.52	30,370.66



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	48,967.92	491.00	49,458.92
02/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,613.16	759.50	43,372.66
02/15/2017	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	51,309.87	213.23	51,523.10
02/15/2017	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	59,519.95	455.45	59,975.40
02/15/2017	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,612.01	23.47	4,635.48
02/15/2017	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
02/15/2017	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	49,741.34	109.71	49,851.05
02/18/2017	Interest	3130A7CV5	2,235,000.00	FHLB Note 1.375% Due 2/18/2021	0.00	15,365.63	15,365.63
02/18/2017	Interest	857477AS2	1,750,000.00	State Street Bank Note 2.55% Due 8/18/2020	0.00	22,312.50	22,312.50
02/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,665.22	572.18	40,237.40
02/18/2017	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	35,542.87	85.59	35,628.46
02/19/2017	Interest	3135G0ZA4	2,155,000.00	FNMA Note 1.875% Due 2/19/2019	0.00	20,203.13	20,203.13
02/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	43,108.42	719.76	43,828.18
02/22/2017	Maturity	3133ECG99	335,000.00	FFCB Note 0.66% Due 2/22/2017	335,000.00	1,105.50	336,105.50
02/26/2017	Interest	3135G0J20	2,700,000.00	FNMA Note 1.375% Due 2/26/2021	0.00	18,562.50	18,562.50
02/28/2017	Interest	912828SH4	2,000,000.00	US Treasury Note 1.375% Due 2/28/2019	0.00	13,750.00	13,750.00
02/28/2017	Interest	912828B90	1,500,000.00	US Treasury Note 2% Due 2/28/2021	0.00	15,000.00	15,000.00
<b>Feb 2017</b>					<b>1,840,214.90</b>	<b>152,079.09</b>	<b>1,992,293.99</b>
03/01/2017	Interest	17275RAR3	1,155,000.00	Cisco Systems Note 2.125% Due 3/1/2019	0.00	12,271.88	12,271.88
03/01/2017	Interest	30231GAV4	630,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	6,999.30	6,999.30
03/07/2017	Interest	3137EADP1	2,225,000.00	FHLMC Note 0.875% Due 3/7/2018	0.00	9,734.38	9,734.38



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/11/2017	Interest	06406HCW7	1,815,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	0.00	20,872.50	20,872.50
03/12/2017	Interest	3135G0ZG1	1,900,000.00	FNMA Note 1.75% Due 9/12/2019	0.00	16,625.00	16,625.00
03/15/2017	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,616.42	20.13	4,636.55
03/15/2017	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
03/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	47,557.10	445.30	48,002.40
03/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,648.68	723.63	43,372.31
03/15/2017	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	50,218.25	175.60	50,393.85
03/15/2017	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	57,652.47	402.39	58,054.86
03/15/2017	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	47,700.51	71.57	47,772.08
03/15/2017	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	29,070.29	213.41	29,283.70
03/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,705.54	538.80	40,244.34
03/18/2017	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	34,080.26	62.79	34,143.05
03/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	42,292.73	682.40	42,975.13
03/29/2017	Interest	3137EADL0	1,350,000.00	FHLMC Note 1% Due 9/29/2017	0.00	6,750.00	6,750.00
03/31/2017	Interest	912828J84	2,250,000.00	US Treasury Note 1.375% Due 3/31/2020	0.00	15,468.75	15,468.75
<b>Mar 2017</b>					<b>395,542.25</b>	<b>93,202.50</b>	<b>488,744.75</b>
04/02/2017	Interest	3137EADM8	2,500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.00	15,625.00	15,625.00
04/10/2017	Interest	02665WAC5	1,770,000.00	American Honda Finance Note 2.125% Due 10/10/2018	0.00	18,806.25	18,806.25
04/11/2017	Interest	931142DF7	645,000.00	Wai-Mart Stores Note 1.125% Due 4/11/2018	0.00	3,628.13	3,628.13
04/15/2017	Interest	68389XAN5	1,770,000.00	Oracle Corp Note 1.2% Due 10/15/2017	0.00	10,620.00	10,620.00
04/15/2017	Interest	880591EQ1	2,560,000.00	Tennessee Valley Authority Note 1.75% Due 10/15/2018	0.00	22,400.00	22,400.00



## Cash Flow Report

From 04/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2017	Paydown	89231TAB6	627,428.17	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	28,005.51	191.13	28,196.64
04/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	46,144.66	400.91	46,545.57
04/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,684.21	687.74	43,371.95
04/15/2017	Paydown	43814HAC2	796,301.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	49,091.50	138.78	49,230.28
04/15/2017	Paydown	477877AD6	1,130,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	55,781.93	350.97	56,132.90
04/15/2017	Paydown	477879AC4	73,686.98	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	4,620.85	16.78	4,637.63
04/15/2017	Paydown	47787VAC5	682,220.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	45,657.31	35.00	45,692.31
04/15/2017	Paydown	47788MAC4	1,010,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	0.00	1,144.67	1,144.67
04/18/2017	Paydown	43814GAC4	518,857.91	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	32,616.24	40.92	32,657.16
04/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	39,745.91	505.38	40,251.29
04/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	41,475.95	645.75	42,121.70
04/25/2017	Interest	3130A4GJ5	2,200,000.00	FHLB Note 1.125% Due 4/25/2018	0.00	12,375.00	12,375.00
04/25/2017	Interest	91159HHH6	1,225,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	0.00	13,475.00	13,475.00
04/27/2017	Maturity	3135G0JA2	1,750,000.00	FNMA Note 1.125% Due 4/27/2017	1,750,000.00	9,843.75	1,759,843.75
04/27/2017	Maturity	36962G5W0	675,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	675,000.00	7,762.50	682,762.50
04/30/2017	Interest	912828L99	2,650,000.00	US Treasury Note 1.375% Due 10/31/2020	0.00	18,218.75	18,218.75
04/30/2017	Interest	713448CR7	1,180,000.00	PepsiCo Inc Note 1.25% Due 4/30/2018	0.00	7,375.00	7,375.00
04/30/2017	Interest	912828ST8	1,825,000.00	US Treasury Note 1.25% Due 4/30/2019	0.00	11,406.25	11,406.25
04/30/2017	Interest	912828WD8	2,300,000.00	US Treasury Note 1.25% Due 10/31/2018	0.00	14,375.00	14,375.00
<b>Apr 2017</b>					<b>2,810,824.07</b>	<b>170,068.66</b>	<b>2,980,892.73</b>
<b>Total</b>					<b>17,019,907.14</b>	<b>1,770,578.14</b>	<b>18,790,485.28</b>

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A06

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 9, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: LEGISLATIVE POLICY AND PLATFORM FOR 2016 LEGISLATIVE SESSION

### RECOMMENDATION:

Adopt Legislative Policy and Platform for 2016 Legislative Session

### BACKGROUND/ANALYSIS:

On August 8, 2001, the City adopted Administrative Policy Guidelines for the Legislative Program to establish a formal proactive outreach policy for promoting intergovernmental relationships with elected officials and legislative staff from the State Assembly District, State Senatorial District, U.S. Congressional District, and the U.S. Senators representing the State.

The intent was to establish relationships that would enhance the City's role relating to current and potential legislation and develop proactive legislative strategies to preserve and enhance the City's ability to maintain acceptable program service levels through additional revenues and reduced mandates.

At times the City is asked by the League of California Cities and other City-affiliated organization to take a support and/or oppose position on a particular piece of legislation and/or proposal in an expedited manner not leaving time to convene the Legislative Advocacy Committee.

At its May 18, 2016 meeting, the Legislative Advocacy Committee approved the attached Legislative Platform and updates to the existing Legislative policy to assist in making these decisions and authorizing the Mayor or his/her designee, on behalf of the City, to sign and submit the requested communication so long as the position is consistent with the position taken by the League and/or other City affiliated organizations and previous positions, if any, taken by the City.

FISCAL IMPACT:

There is no fiscal impact.

Respectfully submitted,



Konradt Bartlam  
City Manager

Recommended by:



Cheryl Balz  
City Clerk

Attachments:

- Exhibit A - Legislative Policy
- Exhibit B - Legislative Platform

## **EXHIBIT A**

# **CITY OF CHINO HILLS ADMINISTRATIVE POLICY GUIDELINES**

**Date Adopted: 08/28/01**

## **LEGISLATIVE PROGRAM**

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**Section: 5.2**

### **1. PURPOSE**

- 1.1 To coordinate and advance the City's legislative agenda to enhance its ability to govern and provide essential municipal and community services. The Legislative Platform is the mechanism through which the Legislative Program is administered. The Legislative Platform serves as a reference document for legislative positions providing guidance to the City Council, Legislative Advocacy Committee, and staff in considering legislative proposals introduced at the State and Federal levels in a timely manner.
- 1.2 To develop proactive legislative strategies and establish relationships to preserve and enhance the City's ability to maintain acceptable program service levels through additional revenues and reduced mandates.

### **2. RESPONSIBILITY**

In coordination with the City Manager, the implementation of this policy is the responsibility of the City Clerk's office.

### **3. POLICY**

The Legislative Platform contains general policy statements and City-specific policy statements. The general policy statements reflect commonly-accepted positions on matters pertaining to local governance of general law and charter cities in the State of California. The City-specific policy statements reflect positions that the City of Chino Hills has directly and collectively taken action on in the past. All policy statements in the Legislative Platform are consistent with the policies outlined in the City of Chino Hills governing documents (i.e., General Plan, Parks, Recreation, and Open Space Master Plan, Infrastructure Master Plan, etc.).

- 3.1 Two members of the City Council shall act as the Legislative Advocacy Committee to be appointed annually by the full City Council. The City Clerk or designee shall act as secretary to the Committee.

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**ADMINISTRATIVE SUPPORT DESK MANUAL**  
**SUBJECT: LEGISLATIVE PROGRAM**

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- 3.2 The following shall be delegated to the Legislative Advocacy Committee which will accomplish the tasks on behalf of the City Council without requiring prior approval of the City Council:
- 3.2.1 Meet with elected State and Federal officials on a regular basis (i.e. quarterly) regarding legislation and matters affecting the City;
  - 3.2.2 Review all legislation affecting the City;
  - 3.2.3 Refer controversial or debatable legislative issues to the City Council for review;
  - 3.2.4 Formulate official City positions on non-controversial legislation; positions taken on any issue shall not conflict with the position taken by the League of California Cities;
  - 3.2.5 Instruct the City's legislative analyst to review all current legislation that may affect the City;
  - 3.2.6 Assist in the drafting of legislation benefiting the City;
  - 3.2.7 Report to the City Council regarding any actions taken by the Committee on the above tasks.

**4. PROCEDURE**

In addition to coordinating formal action through the Legislative Advocacy Committee, staff will administer the City's Legislative Program by generally performing the following functions:

- 4.1 Work with Department Directors and staff to identify matters of legislative importance and develop positions on State and Federal legislative proposals and general matters of legislative interest. It will be the responsibility of the individual departments to notify the City Clerk if they desire the City to take a particular stand on any issue. Their response should include the reasons for their opposition or support of the issue.
- 4.2 Communicate matters of legislative importance to the Legislative Advocacy Committee through periodic updates, and identify and coordinate positions for formal action by the Legislative Advocacy Committee.
- 4.3 Review positions and analysis done by the League of California Cities, National League of Cities, legislative advocates, and local government/professional associations in formulating positions.

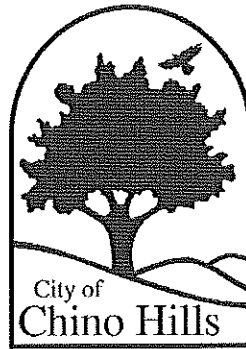
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**ADMINISTRATIVE SUPPORT DESK MANUAL**  
**SUBJECT: LEGISLATIVE PROGRAM**

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- 4.4 Monitor and track key bills through the legislative process utilizing legislative websites, and government/professional associations.
- 4.5 Communicate the City's positions to Federal, State, and County legislators.
- 4.6 Participate as needed in the drafting and amending of legislative proposals that significantly impact the City.
- 4.7 Work with the League of California Cities, National League of Cities, legislative advocates, other cities and local government/professional associations on legislative matters of mutual concern.
- 4.8 Participate and attend legislative briefings and meetings to actively engage and stay apprised of legislative trends and upcoming legislation.
- 4.9 The City Clerk or designee shall coordinate with the City Manager the preparation of letters for the Mayor's signature explaining the City's official positions on the proposed legislation for all matters outlined on the City's Legislative Platform without formal action of the Legislative Advocacy Committee.
- 4.10 All matters that fall outside the scope of the adopted Legislative Platform shall be reviewed by the Legislative Advocacy Committee.
- 4.11 In coordination with the Legislative Advocacy Committee and City Manager, prepare annual updates to the Legislative Platform for adoption by the City Council.

## EXHIBIT B



### CITY OF CHINO HILLS

## 2016 STATE AND FEDERAL LEGISLATIVE PLATFORM

### Approved:

The Legislative Platform is a tool to protect and promote the City's interests on priority issues and legislative/regulatory matters that may impact the City at the state and federal level. The guiding principles and policy statements below allow City staff and legislative advocates to address legislative and regulatory issues in a timely and directed manner, without precluding City Council consideration of additional legislative matters arising throughout the year. This platform supplements existing City Council established goals and policies in various documents including the City's General Plan.

### GUIDING PRINCIPLES

**I. Preservation of Local Control**

Support measures that preserve and protect the City's general law powers and duties to enact legislation and policy direction concerning local affairs. Oppose measures that preempt local authority.

**II. Promotion of Fiscal Stability**

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve and promote the City's revenue base. Oppose measures that mandate costs with no guarantee of local reimbursement or offsetting benefit. Oppose measures that shift local funds to the county, state or federal government, without offsetting benefit.

**III. Support Funding Opportunities**

Support measures that allow the City to compete for its fair share of regional, state and federal funding including competitive grants and other funding programs. Support measures that promote dedicated funding streams at the regional, state and federal levels allowing the City to maximize local revenues, offset and leverage capital expenditures, and maintain City goals and standards.

## **POLICY STATEMENTS**

### **ADMINISTRATIVE SERVICES**

**General Area of Review:** Elections, Ralph M. Brown Act, Public Records Act, Political Reform Act, conflict of interest, insurance, tort reform and open and transparent government.

#### **General Policy Statements:**

- Support legislation that recognizes the need to conduct the public's business in public.
- Support legislation to allow alternative methods of meeting public notice requirements and enhancing them through the use of cost effective and innovative, technology friendly methods of communication.
- Support legislation to improve and streamline the Political Reform Act and its implementation through regulations.
- Support legislation that would allow a city presented with an allegation of a violation of the California Voter Rights Act (CVRA) to address the allegation before any person may file a lawsuit related to the alleged violation.
- Support legislation to reduce unnecessary and costly procedures for conducting a municipal election.
- Support legislation providing city councils more flexibility to fill city council vacancies including extending the appointment period to fill a vacancy.
- Support legislation to allow cities to conduct mail ballot elections when appropriate to reduce the cost of elections and increase voter turnout.
- Support legislation that limits the exposure of local governments to lawsuits related to liability, including unimproved natural conditions and design immunity.
- Oppose legislation that mandates costly and unnecessary procedures related to the election process.

### **COMMUNITY SERVICES**

**General Area of Review:** Parks, recreation, libraries, cultural arts, youth, community and human services programs.

#### **General Policy Statements:**

- Support legislation and funding for the development and preservation of open space consistent with the City's General Plan, Open Space Master Plan, and other related policies.
- Support legislation and funding for the construction, rehabilitation and maintenance of public facilities, parks and open space.
- Support legislation and funding for policies and programs that promote the overall health and wellness of families, veterans, seniors and youth in the City.
- Support legislation and funding for youth-related prevention and intervention programs, including after school educational and recreational programs.

## **COMMUNITY SERVICES**

### **General Policy Statements (continued):**

- Support legislation and funding for policies and programs that support and promote special needs participants including the construction and rehabilitation of existing parks to support said populous.

## **EMPLOYEE RELATIONS**

**General Area of Review:** Labor relations, employee relations and other matters related to human resources.

### **General Policy Statements:**

- Support legislation that increases local control and limits additional financial burdens related to employee relations and collective bargaining that can be appropriately negotiated at the bargaining table.

## **ENVIRONMENTAL QUALITY**

**General Area of Review:** Air, water and water quality, climate change, CEQA, integrated waste management, hazardous materials, coastal issues, and utilities.

### **General Policy Statements:**

- Support legislation and funding to create a sustainable and stable water supply, encourage conservation of water resources and reduce urban runoff pollution.
- Support legislation and funding for renewable energy and advanced technologies that reduce energy use while providing a public benefit that is greater than the cost of compliance.
- Support legislation and funding for local government energy efficiency and renewable energy programs.
- Support legislation and funding for recyclable materials markets while maintaining local authority and flexibility to regulate solid waste and recyclables.
- Support legislation for streamlining the environmental regulatory permitting processes. This includes the complete evaluation of current processes and staffing resources and their impacts on critical public projects.

## **HOUSING, COMMUNITY, ECONOMIC DEVELOPMENT**

**General Area of Review:** Land use, development, annexation and incorporation, building standards, economic development, redevelopment and enterprise zones, mobile home and sign regulations.

### **General Policy Statements:**

- Support legislation and funding to strengthen the capability of local agencies to prepare, adopt and implement plans for responsible growth, development, zoning, and annexations.
- Support legislation and funding for the adoption of effective state building codes to promote community building safety and mitigation of natural hazards.
- Support legislation and funding for the adoption of effective and clear green building standards in the California Building Code while providing a public benefit that is greater than the cost of compliance.
- Support legislation and funding programs that promotes the development and enhancement of safe, affordable, and accessible housing within the City for all economic segments of the population.
- Support legislation and funding for improvements to housing element law to provide clear processes and flexibility to allow regional cooperation and establish realistic housing goals and performance standards.
- Support legislation that promotes the fair and effective distribution of State infrastructure bond funds consistent with the needs of diverse local cities.
- Support funding mechanisms that encourage and facilitate infrastructure development and economic development.
- Support legislation to retain existing fees on telecommunications services and for public, educational and governmental channels.
- Support legislation that promotes the ability of cities to maintain and manage the public right-of-way and receive compensation for its use.
- Support legislation that expands city control over the location of alcohol and drug abuse treatment facilities within residential districts.
- Oppose legislation that limits local control over wireless applications.
- Oppose legislation to restrict the authority of cities to zone and plan for the deployment of telecommunications infrastructure.

## **PUBLIC SAFETY**

**General Area of Review:** Law enforcement, fire and life safety, emergency communications, emergency services, disaster preparedness, Indian gaming, and nuisance abatement.

### **General Policy Statements:**

- Support legislation to provide a greater share of and increased latitude to spend asset forfeiture funds.
- Support legislation to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, and disaster preparedness.

## PUBLIC SAFETY

### General Policy Statements (continued):

- Support legislation to reimburse the City for overtime costs paid to public safety personnel who are required to appear in State and/or County courts.
- Support legislation to grant state and federal funding to supplement local law enforcement to increase staffing, equipment and capital improvements to maintain public safety.
- Support legislation and funding to provide law enforcement/public safety agencies greater access to wireless communication necessary to support a national wireless broadband network capable of use by any public safety entity to serve and protect communities throughout the nation.
- Support legislation and funding that promotes comprehensive and effective drug and alcohol education and rehabilitation programs.
- Support legislation and funding to assist local law enforcement to reduce crimes related to illicit drugs, burglary, and assault, including domestic violence, and sobriety and driver's license checkpoints.
- Support legislation to prohibit the manufacture, import, sale and use of dangerous synthetic substances that mimic marijuana, methamphetamine and heroin.
- Support legislation that prevents juvenile access to alcohol and illegal drugs.
- Support legislation to deter drivers from operating motor vehicles while under the influence of alcohol and drugs.
- Support legislation that provides frontline funding for police services associated with the "early release" of state prisoners as a result of state-mandated criminal justice realignment provisions.
- Support legislation and funding to strengthen and enforce legal protections for all individuals who are victims of crime, including minors and victims of family violence and sexual assault.
- Support legislation to maintain or increase funding for shelters, victim advocacy, trauma and crisis counseling and related mental health services, to assist victims of violent crime, especially minors and victims of family violence and sexual assault.
- Support legislation and funding to coordinate homeland security programs, training and emergency response efforts among federal, state, and local governments with clearly defined roles and responsibilities.
- Support legislation and funding for Urban Area Security Initiative ("UASI") and other funding initiatives administered by the Department of Homeland Security to enhance the City's ability to respond to regional or national threats.
- Support legislation and funding to secure adequate frequencies and communications systems for multi-jurisdictional connectivity for public safety and protect the frequencies from intrusion.
- Support legislation to increase Emergency Management Performance grant funding retaining flexibility in use of funds for emergency preparedness training, disaster events and disaster communication efforts.
- Support legislation and funding to treat and assist the needs of at-risk juvenile offenders and juveniles placed on court-ordered formal probation.
- Support legislation and funding for programs that protect youth from tobacco, alcohol and drug use, and related prevention and intervention programs including gang prevention and after-school programs.

## PUBLIC SAFETY

### General Policy Statements (continued):

- Oppose legislation to expand "early release" for low-risk serious and violent offenders without an increase in sustained funding to ensure responsible supervision by parole agents and for local agencies that provide post-release supervision.

## REVENUE AND TAXATION

**General Area of Review:** Finance administration, taxation reform, general and special revenue and revenue sources at the federal, state and local levels.

### General Policy Statements:

- Support the State's effort to balance its budget through actions that do not adversely affect City revenues, services or ability to carry out its governmental responsibilities.
- Support efforts which make funds to support public facilities more available to local municipalities including but not limited to libraries and open space.
- Support legislation to stabilize State and local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of state-mandated programs.
- Support efforts to ensure that the City receives its fair share of State allocations.
- Support legislation that would redistribute State and Federal revenues to better meet local government responsibilities.
- Support legislation to improve payments in-lieu revenue to local governments that have the responsibility to provide local government services for State and county facilities.
- Support legislation that would protect or propose any constitutional amendment that provides a guarantee for local government finances.
- Support legislation and funding that preserves and enhances a positive business climate and maintains and grows the business tax base.
- Support any measure that would provide greater local control over how local funds are expended.
- Oppose measures that would impose State and Federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
- Oppose any efforts to increase the City's share-of-cost, maintenance-of-effort requirements or other financial responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
- Oppose efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *(In 2005, the State Legislature repealed section of the Brown Act that were subject to mandated claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.)*
- Oppose efforts that either increase the City's liability or decrease outside parties' liability concerning municipal finances.
- Oppose any change in tax allocations, which would negatively affect local government.

## REVENUE AND TAXATION

### General Policy Statements (continued):

- Oppose any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the City. *(Note that a redistribution of sales and property tax may be beneficial to Chino Hills in the event that sales tax growth lags behind property tax growth.)*
- Oppose legislation which would reduce local discretion over locally-imposed taxes such as transient occupancy tax.
- Oppose legislation which would restrict or eliminate the availability of traditional government financing instruments or practices.
- Oppose legislation to reduce or remove tax-exempt status of municipal bonds

## TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS

**General Area of Review:** Transportation, construction, telecommunications and general public works related areas.

### General Policy Statements:

- Support legislation to ensure the City receives its fair share of transportation revenue and increase funding for local transportation and transit programs and projects.
- Support legislation to protect dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities, including the gas tax and bond funds.
- Support legislation that gives priority to self-help and "super" self-help counties when allocating bond funding and other transportation funding mechanisms.
- Support legislation to improve access and funding to public transportation.
- Support legislation and funding mechanisms that support and encourage the use of transit and non-motorized transportation.
- Support legislation that enhances the safety of city streets and arterials for vehicular, bicycle, and pedestrian traffic.
- Support legislation that will reduce traffic congestion and support regional transportation programs.
- Support legislation and funding opportunities for upgrades and/or separations for at-grade crossings.
- Support legislation that increases local flexibility in the allocation of transportation capital funds.
- Support legislation that encourages the use of design-build methods to facilitate a faster, stream-lined approach to project delivery.

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A07

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

June 3, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CONFLICT OF INTEREST CODE AMENDMENTS

### RECOMMENDATION:

Direct the City Clerk and City Attorney to coordinate the biennial review of the Conflict of Interest codes for employees and commission members for consideration before October 1, 2016.

### BACKGROUND/ANALYSIS:

Pursuant to Section 87306.5 of the Government Code, the City Council, in its role as "Code Reviewing Body," must direct that the Conflict of Interest code for employees and commission members be reviewed.

Specifically, the Government Code provides:

- (1) Before July 1 of every even-numbered year the City Council directs such a review;  
and
- (2) By October 1 the City Council must determine that no amendment to the Codes are necessary or order that required revisions be submitted for adoption within 90 days.

### REVIEWED BY OTHERS:

This item has been reviewed by the City Attorney.

### FISCAL IMPACT:

There is no fiscal impact.

Respectfully submitted,

Konradt Bartlam  
City Manager

Recommended by:

Cheryl Balz  
City Clerk

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A08

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PURCHASE AND SALE AGREEMENT FOR THE FOUNDERS SITE  
WITH TRUMARK HOMES, LLC.

### RECOMMENDATION:

1. Approve the purchase and sale agreement for the Founders site with Trumark Homes, LLC in the amount of \$11,600,000.
2. Authorize the City Manager to execute any documents related thereto.

### BACKGROUND/ANALYSIS:

In October 2008, the City moved its offices from the Founders Site at 2100 Founders Drive to the new Civic Center complex. At that time, the Community Services Department continued operations at the old facility. In April 2014, the Community Center was completed and, later that year, the Community Services staff utilizing the Founders site relocated to various other locations within the City. Since that time, the site has been vacant.

Pursuant to the State Government Code, the City was required to notify public entities of its intention to sell surplus property. That notification took place on September 15, 2015. None of the entities required to be notified indicated an interest in purchasing the site.

On January 5, 2016, the City Council authorized the release of a bid package in order to solicit bids from qualified entities. The proposed timeframe would provide approximately 60 days for interested parties to submit their best offer for the unconditional purchase of the site.

On March 31, the City received six qualifying bids. Subsequently one bidder withdrew leaving five for City Council consideration. Bids were required to be submitted for both a 15% affordable housing requirement and an alternate 100% market rate requirement. Bids submitted ranged from a low of \$2,250,000 to the high of the recommended entity. A 20% non-refundable purchase deposit is required to be submitted at the time of execution of the Agreement. Anticipated close of escrow is 30 days from the effective date of the Agreement.

AGENDA DATE: JUNE 14, 2016 PAGE TWO  
SUBJECT: PURCHASE AND SALE AGREEMENT FOR THE FOUNDERS  
SITE WITH TRUMARK HOMES, LLC.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney.

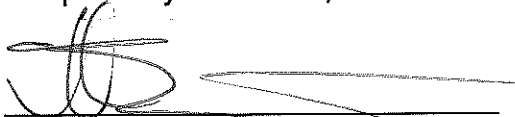
FISCAL IMPACT:

The proceeds from the sale of the property will be used to retire General Fund debt.

ENVIRONMENTAL REVIEW:

The proposed project is Categorically Exempt (Class 12) from the provision of the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the CEQA Guidelines.

Respectfully submitted,

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

Konradt Bartlam, City Manager

KB:ssr

Attachment:  
Purchase and Sale Agreement - Founders Site

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made as of June \_\_, 2016 ("Effective Date"), by and between Trumark Homes LLC, a California limited liability company ("Buyer"), and City of Chino Hills, a California municipal corporation ("City"). Buyer and City are individually referred to herein as the "Party" and collectively referred to herein as the "Parties."

### **Section 1. Definitions.**

Section 1.1 Buyer. The term "Buyer" means Trumark Homes LLC, a California limited liability company.

Section 1.2 City. The term "City" means the City of Chino Hills, a California municipal corporation.

Section 1.3 City Council. The term "City Council" means the City of Chino Hills' City Council.

Section 1.4 Close of Escrow. The term "Close of Escrow" means the close of escrow for the Property.

Section 1.5 Closing Date. The term "Closing Date" means the term defined in Paragraph 3.3.A. of this Agreement.

Section 1.6 County. The term "County" means the County of San Bernardino.

Section 1.7 Effective Date. The term "Effective Date" means the term defined in the paragraph preceding Section 1 of this Agreement.

Section 1.8 Escrow. The term "Escrow" means the escrow opened by Escrow Agent pursuant to the terms of this Agreement.

Section 1.9 Escrow Agent. The term "Escrow Agent" means First American Title Company National Commercial Services, 3281 E. Guasti Road, Suite 440, Ontario, California, 91761, Attn: Matthew Hooks.

Section 1.10 Hazardous Materials. The term "Hazardous Materials" means any substance, material or waste which is or becomes subject to regulation by any local or regional governmental authority, the State of California, or the United States Government under any federal, state or local statute, regulation, or ordinance, whether located in soil, water, ambient air, indoor air, or other places, as a pollutant, contaminant, hazard, solid waste, mixed waste, sludge, hazardous waste, extremely hazardous waste, restricted hazardous waste, non-RCRA hazardous waste, RCRA hazardous waste, recyclable material, hazardous substance, hazardous material, or other classification, including, without limitation, asbestos or asbestos-containing materials, metals, solvents, volatile organic compounds, semi-volatile organic compounds, petroleum products, petroleum, gasoline, used oil, crude oil, waste oil, and any fraction thereof, natural gas, methane gas, synthetic fuels, pesticides, herbicides, fungicides, polychlorinated biphenyls; lead-

based paints or materials, medical waste, urea, manure, nitrates, total dissolved solids, or total suspended solids.

Section 1.11 New Title Exceptions. The term "New Title Exceptions" means that term defined in Section 3.9 of this Agreement.

Section 1.12 Opening of Escrow. The term "Opening of Escrow" means that term defined in Section 3 of this Agreement.

Section 1.13 Other Taxes. The term "Other Taxes" means any taxes, assessments or bonds, including, without limitation, supplemental taxes.

Section 1.14 Preliminary Report. The term "Preliminary Report" means that Preliminary Title Report No. NCS-765456-ONT1, issued by Title Company on December 11, 2015 and subsequently updated as of April 13, 2016.

Section 1.15 Property. The term "Property" means that certain real property described on Exhibit A hereto.

Section 1.16 Property Grant Deed. The term "Property Grant Deed" means that term defined in Section 3.3.B.1.a of this Agreement.

Section 1.17 Property Permitted Exceptions. The term "Property Permitted Exceptions" means that term defined in Section 3.9 of this Agreement.

Section 1.18 Property Title Policy. The term "Property Title Policy" means that term defined in Section 3.4.B of this Agreement.

Section 1.19 Purchase Deposit. The term "Purchase Deposit" means that term defined in Section 3.1 of this Agreement.

Section 1.20 Purchase Price. The term "Purchase Price" means that term defined in Section 3.1 of this Agreement.

Section 1.21 Supplemental Report. The term "Supplemental Report" means the term defined in Section 3.9 of this Agreement.

Section 1.22 Title Company. The term "Title Company" means First American Title Company National Commercial Services, 3281 E. Guasti Road, Suite 440, Ontario, California, 91761, Attn: Matthew Hooks.

**Section 2. Sale of Property.** For valuable consideration, City agrees to convey and Buyer agrees to acquire from City the Property on the terms and conditions set forth herein. In addition to all other requirements set forth herein, upon execution of this Agreement Buyer shall wire to Escrow for the benefit of City the amount of Two Million Seven Hundred Fifteen Thousand

Seven Hundred Seventy-Seven and 60/100 Dollars (\$2,715,777.60) ("Purchase Deposit"). The Purchase Deposit shall be non-refundable to Buyer, except as set forth in Section 8 herein.

**Section 3.**     Escrow. No later than two (2) business days after the Effective Date, City and Buyer shall open the Escrow with Escrow Agent and shall deliver three (3) executed originals of this Agreement to the Escrow Agent. The deposit of this Agreement with Escrow Agent shall constitute the opening of the Escrow (the "Opening of Escrow") and authorization to Escrow Agent to act in accordance with the terms of this Agreement. Escrow Agent's standard provisions are attached hereto as Exhibit B and shall become a part hereof; provided, however that if there is any conflict or inconsistency between such standard provisions and this Agreement, then this Agreement shall control. Upon receipt of this Agreement, Escrow Agent shall execute the Consent of Escrow Agent attached to this Agreement, retain one (1) original, deliver one (1) original to City and one (1) original to Buyer.

Section 3.1     Purchase Price. The Parties agree that the purchase price of the Property, is Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00) ("Purchase Price"). Concurrently with the execution of this Agreement Buyer delivered to the City a Purchase Deposit which shall be applied against the Purchase Price upon the Close of Escrow. In addition, Buyer previously submitted to the City a cashier's check in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as a deposit for the Buyer's bid to purchase the Property (the "Bid Deposit"); the City agrees that such Bid Deposit shall be applied against the Purchase Price upon the Close of Escrow.

Section 3.2     Payment of the Purchase Price. The Purchase Price shall be paid in accordance with the provisions set forth below prior to the Closing Date, as provided for in Section 3.3.B.2.

Section 3.3     Close of Escrow and Deliveries.

Closing Date. The Close of Escrow shall occur on or before the thirtieth (30<sup>th</sup>) day following the Effective Date ("Closing Date"), unless both Parties in their respective sole discretion by written agreement extend the Closing Date. The City Manager on behalf of the City has the authority to extend the Closing Date.

A. Deliveries to Escrow Agent

1.     Deposit of Documents and Funds by City. City shall deposit with Escrow Agent the following items no later than ten (10) business days prior to the Closing Date, duly executed and acknowledged where applicable:

a)     Granting Documents. The Property Grant Deed ("Property Grant Deed").

b)     Certificate of Non-Foreign Status. A Certificate of Non-Foreign Status certifying City is a non-foreign person.

c)     California 593-C Form. A California 593-C Form.

d) Documents and Funds. All other documents as may reasonably be required by Escrow Agent or the Title Company to close the Escrow in accordance with this Agreement.

2. Deposit of Documents and Funds by Buyer. Buyer shall deposit with Escrow Agent the following items no later than ten (10) business days prior to the Closing Date, unless a different date is provided for below, duly executed and acknowledged where applicable:

a) Funds. Cash in the amount of the Purchase Price less the Purchase Deposit shall be deposited one (1) business day prior to the Closing Date.

b) Change of Ownership Report. A completed and originally executed Preliminary Change of Ownership Report in the form required by the San Bernardino County Recorder's Office (the "Change of Ownership Report").

c) Prorations, Fees and Costs. The amounts, if any, required of Buyer under Section 3.6 of this Agreement and any other amounts required to be paid by Buyer prior to the Close of Escrow under this Agreement.

d) Documents and Funds. All other funds and documents as may be reasonably required by Escrow Agent to close the Escrow in accordance with this Agreement.

#### Section 3.4 Title Conditions Precedent to Close of Escrow.

The following are conditions precedent to Close of Escrow for the for the benefit of Buyer, which conditions must be satisfied prior to the Close of Escrow. The Buyer may waive conditions A and B below.

A. Condition of Title. If there are any New Title Exceptions in the Supplement Report, such must be cured by the City or waived by the Buyer as set forth in Section 3.9 hereof.

B. Title Insurance. The Title Company shall be unconditionally committed to issue immediately following the recording of the Property Grant Deed conveying the Property an ALTA title policy in the amount of the Purchase Price, insuring title vested in Buyer, subject only to the Property Permitted Exceptions and New Title Exceptions waived by the Buyer ("Property Title Policy").

If the foregoing conditions precedent are not satisfied or waived by Buyer by the Closing Date, the remedies set forth in Section 8.1 of this Agreement shall be the sole and exclusive legal and equitable remedies available to the parties.

Section 3.5 Close of Escrow. Escrow Agent shall close the Property Escrow on or before the Closing Date by (i) filing for record the Property Grant Deed, and any other documents which the Parties may mutually direct to be recorded in the Office of the County Recorder for the County, and (ii) delivering funds and documents as set forth in this Section 3 when each of the conditions set forth below has been satisfied:

A. Funds and Instruments. All funds and instruments required pursuant to this Section 3 have been delivered to Escrow Agent.

B. Satisfaction of Conditions Precedent. Each of the conditions precedent set forth in Section 3.4 has been satisfied or waived.

#### Section 3.6 Proration, Fees and Costs.

A. Prorations. Escrow Agent will prorate between the Parties, based on the latest information available to Escrow Agent, County, City, and Special District(s) (if any) taxes, assessments and bonds for the Property. If, after the Close of Escrow, either Party receives a bill for any Other Taxes, owed by the other Party, the Parties agree that (a) such Other Taxes shall be prorated between the Parties and (b) the Party receiving the bill for the Other Taxes shall notify the Party responsible for paying the Other Taxes in writing of the amount of such Other Taxes and the Party owing the Other Taxes shall promptly pay its prorated share of such Other Taxes within thirty (30) days of demand therefor, but not later than fifteen (15) days prior to the date such taxes become delinquent.

B. Thirty Day Month. All prorations and/or adjustments called for in this Agreement are to be made on the basis of a thirty (30) day month, unless otherwise specifically instructed in writing.

C. City's Fees and Costs. City shall pay (i) one-half of Escrow Agent's escrow fee; (ii) usual City's document-drafting and recording charges, and (iii) City transfer tax, if any, and County Documentary Transfer Tax, if any, in the amount Escrow Agent determines to be required by law.

D. Buyer Fees and Costs. Buyer's shall pay (i) the costs of the ALTA Policy, (ii) usual Buyer' document-drafting and recording charges, (iii) any wire transfer costs for the transfer of funds into Escrow by Buyer.

E. Other Fees and Costs. All other fees and costs of Escrow shall be paid by the Parties as is customary in the County.

F. Escrow Cancellation Charges. Escrow cancellation charges shall be paid as set forth in Section 8 herein.

#### Section 3.7 Recordation and Distribution of Funds and Documents.

A. Deposit of Funds. All cash and wire transferred funds, if any, received hereunder by Escrow Agent shall be, until the Close of Escrow, kept on deposit in an interest bearing account reasonably acceptable to Buyer and City.

B. Other Documents. No later than two (2) business days after the Close of Escrow, Escrow Agent shall combine any original counterparts of a document into fully executed originals and deliver (i) to Buyer's counsel, the original Certificate of Non-Foreign Status and California 593-C form, (ii) to City's and Buyer's counsel, conformed copies of all recorded

documents, and (iii) to City and Buyer's counsel any other documents as Escrow Agent may be instructed by City and Buyer's counsel.

C. Payment of Funds at Closing. Escrow Agent shall, at the Close of Escrow, wire (i) to City's account, or order, in accordance with instructions of City, the Purchase Price plus any excess funds due City, and (ii) to Buyer, or other, in accordance with instructions of Buyer, any excess funds due Buyer.

D. Title Policy. Escrow Agent shall cause Title Company to deliver the Property Title Policy to Buyer no later than three (3) weeks after the Closing Date.

Section 3.8 Delivery of Possession. City shall deliver exclusive possession of the Property at the Close of Escrow subject only to the Property Permitted Exceptions.

Section 3.9 Preliminary and Supplemental Reports. Prior to execution of this Agreement, City delivered to Buyer a Preliminary Report and Buyer by executing this Agreement has agreed to accept the condition of title on the Property subject to the title exceptions and matters set forth in the Preliminary Report ("Property Permitted Exceptions"). If there are any changes to Preliminary Report after the Effective Date, then Escrow Agent shall cause Title Company to deliver to Buyer and City a supplemental report together with copies of any new recorded exceptions therein ("Supplemental Report"). To the extent that there are new matters or exceptions in the Supplemental Report ("New Title Exceptions") that adversely affect the rights of the Buyer, Buyer shall have five (5) business days after receipt of any Supplemental Report to provide written notice to the City of disapproval of any such New Title Exceptions. City has the right, but not the obligation, to cure New Title Exceptions. In the event the City does not cure the Title Exceptions five (5) days prior to the Closing Date, 2016 (which date may be extended by the same number of days, if any, that the Closing Date is extended pursuant to Section 3.3.A hereof), then Buyer may (i) waive the New Title Exceptions, or (iii) terminate this Agreement and receive a refund of its Purchase Deposit pursuant to Section 8 hereof.

#### **Section 4. Representations and Warranties and As-Is Conveyance**

Section 4.1 City Representations and Warranties. City hereby represents and warrants to Buyer that, unless otherwise provided, at the date of execution hereof:

A. Authority. City is duly organized and a validly existing municipal corporation duly qualified to transact business in the State of California.

B. Non-Foreign Person. City is not a "foreign person" within the meaning of Internal Revenue Code Section 1445.

C. Litigation. The City has no actual knowledge of and has not received any notice of, any actual or pending or threatened litigation, including without limitation, eminent domain, that would materially and adversely affect the Property or the development thereof or City's ability to perform its obligations hereunder.

D. Bankruptcy. City is not a party to any voluntary or involuntary proceedings in bankruptcy, reorganization or similar proceedings under the Federal bankruptcy laws or under

any state laws relating to the protection of debtors, or subject to any general assignment for the benefit of the creditors and, to City's actual knowledge, no such action has been threatened.

Section 4.2 Buyer' Representations and Warranties. Buyer hereby represents and warrants to City that, unless otherwise provided, at the date of execution hereof:

A. Authority. Buyer is (i) a limited liability company duly organized, validly existing and in good standing under the laws of California with full power to enter into this Agreement, and Buyer is duly qualified to transact business in California and (ii) duly authorized, qualified and licensed under any and all laws, ordinances, rules, regulations and requirements of all governmental authorities to do all things required of it under or in connection with this Agreement.

B. Litigation. Buyer has no actual knowledge and has not received any notice of, any actual or pending or threatened litigation, including without limitation, eminent domain, that would materially and adversely affect Buyer's ability to perform its obligations hereunder.

C. As-Is Conveyance of Property. Buyer represents and warrants that City has not made any representations or warranties to Buyer regarding the condition of the Property or the suitability of its potential use and development. Buyer further acknowledges that it is accepting the Property "As Is- Where Is" and Buyer is not relying upon any statements, representations or warranties by City or any of its agents or representatives regarding the condition or use of the Property or its suitability for any use or development. Buyer acknowledges that it has made its own independent investigations as deemed necessary or appropriate concerning the ownership, use, condition, development or suitability of the Property, including, without limitation, any desired investigation or analysis of present or future laws concerning the use, location or suitability of the Property, the condition of the Property, the presence of Hazardous Materials on the Property, the status of the land use approvals and entitlements for the Property, the financeability of the Property, the location of the Property within any natural hazard areas, the economic value of the Property, the adequacy of access to the Property, water, sewage and utilities servicing the Property, the presence or adequacy of infrastructure near or concerning the Property, any surface soil, subsoil, geologic or groundwater conditions or other physical conditions affecting the Property and the status of any existing, pending, or future entitlements and/or the necessity or existence of any fees, dedications, charges or cost or future regulations relating to the Property.

## **Section 5. Covenants and Agreements**

A. Cooperation. City and Buyer acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the conveyance provided for herein or perform the other obligations set forth herein. City and Buyer hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the Parties as evidenced by this Agreement.

B. No Commissions. City represents and warrants to Buyer that City has made no statement or representation nor entered into any agreement with a broker, salesman or finder

in connection with the transactions contemplated by this Agreement. Buyer represents and warrants to City that Buyer has made no statement or representation nor entered into any agreement with a broker, salesman or finder in connection with the transactions contemplated by this Agreement. In the event of a claim for brokers' or finders' fees or commissions in connection with the negotiation or execution of this Agreement or the transactions contemplated hereunder, City shall indemnify, hold harmless and defend Buyer from and against such claim if it shall be based upon any statement or representation or agreement alleged to have been made by City, and Buyer shall indemnify, hold harmless and defend City if such claim shall be based upon any statement, representation or agreement alleged to have been made by Buyer.

C. Authority and Enforceability. City and Buyer hereby covenant, represent and warrant to each other that neither will assert the lack of authority or enforceability of this Agreement against each other.

**Section 6. Right of Entry.** Unless this Agreement is terminated, at any time prior to the Close of Escrow, Buyer and its agents, contractors and employees shall have the right to enter the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer so long as Buyer does not interfere with the City's use of the Property or other properties owned by the City that are adjacent to the Property. Buyer shall keep the Property free and clear of all mechanics, design professionals and other liens in connection with its inspection of the Property and shall cause all of such liens to be removed immediately upon being notified of the same. Buyer shall indemnify, protect, defend and hold the City, and its elected and appointed, official officers, employees and agents harmless from any and all claims, actions, causes of action, suits, liens, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and costs relating to any entry on the Property by Buyer, its consultants, agents, representatives, or employees.

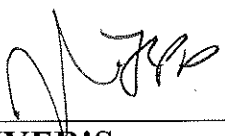
**Section 7. Assignment.** Prior to Close of Escrow, Buyer may only assign its right hereunder subject to the written approval of the City. The City can refuse to approve of any assignment if the proposed assignee does not demonstrate that it has sufficient financial ability with respect to completing the purchase of the Property contemplated by this Agreement or would cause the Close of Escrow to be delayed beyond the Closing Date. For purposes of the foregoing, Assignment means any change in the identity of the persons or entities owning or controlling a fifty percent (50%) or greater interest in the persons and or entities comprising Buyer or Buyers members.

**Section 8. Remedies.**

**FAILURE TO CLOSE ESCROW AND LIQUIDATED DAMAGES. IF THE ESCROW DOES NOT CLOSE BY THE CLOSING DATE FOR ANY REASON OTHER THAN A FAILURE BY THE BUYER OR CITY TO FULFILL THEIR OBLIGATIONS UNDER THIS AGREEMENT, THEN THIS AGREEMENT AND THE ESCROW SHALL TERMINATE, ALL FUNDS AND DOCUMENTS SHALL BE RETURNED TO THE RESPECTIVE PARTIES WHO DEPOSITED THE SAME WITH ESCROW AGENT. IF THE ESCROW DOES NOT CLOSE DUE TO THE FAULT OF**

THE BUYER, THEN THE CITY SHALL RETAIN THE PURCHASE DEPOSIT AND THE BUYER SHALL BE RESPONSIBLE FOR ALL OF THE ESCROW CANCELLATION CHARGES. IF THE ESCROW DOES NOT CLOSE DUE TO THE FAULT OF THE CITY, THEN CITY SHALL RETURN TO BUYER THE PURCHASE DEPOSIT (INCLUDING INTEREST THEREON AT THE RATE OF FOUR PERCENT (4%) PER ANNUM AND THE CITY SHALL BE RESPONSIBLE FOR ALL OF THE ESCROW CANCELLATION CHARGES. THE REMEDIES SET FORTH IN THIS SECTION 8 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES ARISING FROM A FAILURE TO CLOSE ESCROW. UPON ANY TERMINATION OF THE ESCROW (I) EACH PARTY SHALL EXECUTE SUCH DOCUMENTS AS ESCROW AGENT MAY REASONABLY REQUIRE TO EVIDENCE SUCH TERMINATION, (II) ESCROW AGENT SHALL RETURN ALL DOCUMENTS TO THE PARTY WHO DEPOSITED THEM, (III) BUYER SHALL RETURN TO CITY ALL DOCUMENTS DELIVERED TO IT BY CITY RELATING TO THE PROPERTY, AND (IV) ALL OBLIGATIONS OF EITHER PARTY RELATING TO THE CLOSE OF ESCROW SHALL TERMINATE EXCEPT AS OTHERWISE SET FORTH HEREIN.

EACH PARTY ACKNOWLEDGES THAT THE CITY AND BUYER WILL BE DAMAGED IN THE EVENT OF A FAILURE TO CLOSE ESCROW, AND THAT SUCH DAMAGE WOULD BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN, THAT THE REMEDIES SET FORTH ABOVE ARE REASONABLY RELATED TO THE HARM SUFFERED BY THE CITY AND BUYER AND THAT SUCH DAMAGES CONSTITUTE ADEQUATE COMPENSATION AND THE SOLE AND EXCLUSIVE REMEDY TO THE CITY AND BUYER FOR THOSE DAMAGES. BUYER AND CITY WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IN THE EVENT THE CITY OR BUYER FILED A LAWSUIT TO COLLECT ITS DAMAGES RELATED TO A FAILURE TO CLOSE. NEITHER PARTY HERETO SHALL HAVE ANY FURTHER RIGHTS TO PURSUE EQUITABLE OR LEGAL REMEDIES AGAINST THE OTHER PARTY EXCEPT AS SET FORTH IN SECTION 8 OF THIS AGREEMENT.

  
\_\_\_\_\_  
BUYER'S  
INITIALS

\_\_\_\_\_  
CITY'S INITIALS

**Section 9. Notices.** Any notice to be given or other document to be delivered by any Party to the other or others hereunder, and any payments between the Parties, may be delivered in person to an officer of any Party, or may be deposited in the United States mail in the State of California, duly certified or registered, return receipt requested, with postage prepaid, or by federal Express or other similar overnight delivery service or by facsimile transmission with a copy sent via U.S. Mail and addressed to the Party for whom intended, as follows:

To Buyer: Trumark Homes LLC  
4185 Blackhawk Plaza Circle, Suite 200  
Danville, CA 94506-4696  
Attn: Laura O'Brien  
Telephone: (925) 309-2502  
Fax: (925) 648-3130

With a copy to: Trumark Homes LLC  
450 Newport Center Drive, Suite 300  
Newport Beach, CA 92660  
Attn: Jason Kliever  
Telephone: (949) 999-9800  
Fax: (949) 999-9801

With a copy to: Jackson Tidus  
2030 Main Street, 12th Floor  
Irvine, CA 92614  
Attn: Spring M. Robinson  
Telephone: (949) 851-7474  
Fax: (949) 752-0597

To City: City of Chino Hills  
14000 City Center Drive  
Chino Hills, CA 91709  
Attention: City Clerk  
Telephone No.: (909) 364-2600  
Facsimile No.: (909) 364-2595

with a copy to:

TO ESCROW HOLDER: To the address supplied by Escrow Agent to Buyer and City at the Opening of Escrow.

Any Party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon

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personal delivery, (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, (iii) the immediately succeeding business day after deposit with Federal Express or other equivalent overnight delivery system or (iv) upon transmission by facsimile.

**Section 10. Enforced Delays.** Performance by any Party of its obligations hereunder shall be excused during any period of "Excusable Delay," as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects the Party's ability to close escrow, and is beyond the reasonable control of, the Party claiming the delay, including: (a) civil commotion or epidemic; (b) riot; (c) natural disasters or (c)terrorism. To the extent necessary to effectuate the purposes of this Agreement, the Closing Date shall be extended by any period of Excusable Delay.

**Section 11. General Provisions.**

Section 11.1 Amendment. All amendments and supplements to this Agreement must be in writing and executed by Buyer and City.

Section 11.2 Governing Law. This Agreement shall be governed under the laws of the State of California. The venue for any legal action relating to this Agreement shall be County of San Bernardino Superior Court.

Section 11.3 Binding on Successors. The rights and obligations set forth in this Agreement shall be binding on the successors and assigns of the Parties.

Section 11.4 Entire Agreement. This Agreement represents the entire and exclusive understanding of the parties hereto with regard to the purchase and sale of the Property and supersedes any and all other prior written or oral understandings or agreements regarding the purchase and sale of the Property.

Section 11.5 No Joint Venture. City and Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between City and Buyer.

Section 11.6 Counterparts, Headings and Defined Terms. This Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement. The headings used herein are for convenience only and are not to be construed to be part of this Agreement. For the purposes of this Agreement, (a) the term "including" means "including without limitation," and (b) when a time period is specified in this Agreement for the performance of an act or the occurrence of an event, "days" shall mean "calendar days," unless otherwise specified herein.

Section 11.7 Time of the Essence. Time is of the essence of this Agreement.

Section 11.8 Waiver. The waiver by one Party of performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a

waiver by it of any other covenant, condition or promise. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

Section 11.9 Third Parties. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.

Section 11.10 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the transactions contemplated by this Agreement or the ability of either Party to perform its obligations under this Agreement. In such case, either Party may terminate this Agreement and the Escrow on written notice to the other Party given no later than ten (10) business days after the Party giving such notice becomes aware of such invalidity, illegality or unenforceability.

Section 11.11 Additional Documents. Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

Section 11.12 Hold Harmless. The Buyer agrees to defend, indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any legal or equitable claims or actions of whatsoever type or nature relating to the Buyer's purchase, possession and use of the Property, except to the extent such claims arise out of a breach of this Agreement by the City or the negligent or willful misconduct of the City.

Section 11.13 Survival. Except as provided in the following sentence hereof, all rights and obligations under this Agreement shall merge upon recordation of the Shoppes Retail Grant Deed. The rights and obligations set forth in Sections 4; 5; 6; and 11 shall survive the Close of Escrow and shall not be merged upon recordation of the Property Grant Deed.

Section 11.14 Recitals. The Recitals set forth above are incorporated herein by this reference.

Section 11.15 Exhibits.

The following exhibits are attached hereto and incorporated herein by this reference: Exhibit A (Property Description), and Exhibit B (Standard Escrow Provisions),

Section 11.16 Joint Drafting. Each Party to this Agreement and its counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting Parties shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY:

CITY OF CHINO HILLS;  
INC., a California Municipal corporation

By: \_\_\_\_\_  
Art Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Balz, City Clerk  
Balz

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

BUYER:

TRUMARK HOMES LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: JASON KIEWER  
Its: CHIEF INVESTMENT OFFICER

By: \_\_\_\_\_  
Name: RICHARD DOUGLASS  
Its: DIVISION PRESIDENT

Exhibit A – Legal Description

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

LOTS 2 AND “Y” OF TRACT NO. 13651-8, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 212, PAGES 80 THROUGH 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 1024-431-02-0-000 AND 1024-431-03-0-000

## Exhibit B – Standard Escrow Instructions



**First American  
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

3281 E Guasti Road, Suite 440  
Ontario, CA 91761

## **SUPPLEMENTAL ESCROW INSTRUCTIONS**

ESCROW NO.: NCS-DSimoneau-ONT1

DATE: 05/26/2016

First American Title Insurance Company is hereby handed by the undersigned parties, that certain "original" document entitled dated \_\_\_\_\_ executed by and between \_\_\_\_\_, ("seller") and Mr. Buyer, ("buyer").

First American Title Insurance Company is hereby requested to accept the " " as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to this escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

General provisions of First American Title Insurance Company, attached hereto and made a part hereof, are hereby incorporated in said "Agreement". To the extent that the agreement contains any provisions inconsistent with or contrary to the provisions of the General Provisions attached hereto, such "Agreement" shall remain as the agreement of the parties thereto but First American Title Insurance shall be guided by the terms of their General Provisions.

Pursuant to Section 9(a) and (b) of the Escrow General Provisions, upon termination of this escrow, the parties shall pay Escrow Holder a cancellation fee of \$1,500.00, shared equally between buyer and seller. Escrow Holder shall retain any cancellation fee from those funds deposited by buyer and/or seller with Escrow Holder and release the balance of said funds according to the terms and conditions of the "Agreement".

By: \_\_\_\_\_

By: \_\_\_\_\_

## **Escrow General Provisions-REVISED JULY 22, 2014**

Receipt of these provisions deems acceptance of the terms. Please read for general information about the escrow process.

### **1. SPECIAL DISCLOSURES:**

#### **A. DEPOSIT OF FUNDS & DISBURSEMENTS**

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

#### **B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER**

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

#### **C. MISCELLANEOUS FEES**

Escrow Holder may incur certain additional costs on behalf of the parties for services performed, or fees charged, by third parties. The fees charged by Escrow Holder for services including, but not limited to, wire transfers, overnight delivery/courier services, etc. may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services which shall, in no event, exceed \$10 for each markup.

#### **D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS**

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCs") may require additional time to process.

### **2. "CLOSE OF ESCROW"/PRORATIONS & ADJUSTMENTS**

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

### **3. CONTINGENCY PERIODS**

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

### **4. REPORTS**

- a. Preliminary Report -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.
- b. Other Reports-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

### **5. INFORMATION FROM AFFILIATED COMPANIES**

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

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## **6. RECORDATION OF DOCUMENTS**

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

## **7. PERSONAL PROPERTY TAXES**

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

## **8. REAL PROPERTY TAXES**

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

## **9. CANCELLATION OF ESCROW**

- a. Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the Funds Held in Escrow fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.
- b. Notwithstanding the foregoing, upon receipt of notice of cancellation by a seller in a transaction subject to the Home Equity Sales Contract law (CC §1695 et seq.), Escrow Holder shall have the right to unilaterally cancel the escrow and may return all documents and funds without consent by or notice to the buyer.

## **10. CONFLICTING INSTRUCTIONS & DISPUTES**

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the Funds Held in Escrow fee) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

## **11. FUNDS HELD IN ESCROW**

When funds remain in escrow over 90 days after either close of escrow or estimated close of escrow, a monthly holding fee of \$25 shall be imposed by Escrow Holder that is to be charged against the funds held.

## **12. USURY**

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

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### 13. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

### 14. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES

In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

### 15. COPIES OF DOCUMENTS; ELECTRONIC SIGNATURES; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. Escrow Holder may agree to accept electronically signed documents from a platform or program approved by Escrow Holder. If requested by Escrow Holder, the originals of such documents and/or original signatures shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

### 16. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

### 17. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. *WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.*

#### A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

#### B. STATE WITHHOLDING & REPORTING

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

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The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:

1. The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).
2. The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
3. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:
  - a. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).
  - b. The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).
  - c. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.
  - d. The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.
  - e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**Contact FTB:** For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, by e-mail [WSCS.GEN@ftb.ca.gov](mailto:WSCS.GEN@ftb.ca.gov); or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

#### **C. FEDERAL WITHHOLDING & REPORTING**

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

#### **D. TAXPAYER IDENTIFICATION DISCLOSURE**

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

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**The First American Corporation**  
First American Title Company  
Privacy Policy

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORDINANCE NO.

Item No.: A09

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 BY ADDING SECTION 16.10.030.C. CLUSTERING STANDARDS AND AMEND CHAPTER 16.76 SITE PLAN APPROVAL TO ESTABLISH DEVELOPMENT STANDARDS AND REGULATIONS FOR CLUSTERING SINGLE-FAMILY RESIDENTIAL DEVELOPMENT IN THE AGRICULTURE-RANCH (R-A) AND RURAL RESIDENTIAL (R-R) ZONING DISTRICTS AND FINDING PROPOSED DEVELOPMENT CODE AMENDMENT NO. 15DCA05 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. On February 24, 2015, the City Council of the City of Chino Hills adopted a General Plan Update, which included the establishment of clustering development code standards through the Site Plan Review process.
- b. Cluster development is a means of preserving open space while permitting residential development by clustering homes on only a portion of the development parcel, thereby preserving the remainder of the parcel in open space. The clustering of residential homes into a small area is made possible by reducing the individual lot sizes and corresponding development standards.
- c. This Ordinance is intended to allow the City to establish development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts.
- d. On September 15, 2015, the Planning Commission conducted a public workshop to consider the intent and policies of the General Plan in creating new code provisions to direct the clustering of single-family residential development on potential eligible undeveloped Agriculture-Ranch (R-A) and Rural Residential (R-R) designated areas in Chino Hills through the Site Plan Review process.
- e. On October 20, 2015, the Planning Commission conducted a second public workshop to review, discuss, and provide comments regarding new code provisions to direct the clustering of single-family residential

development on undeveloped Agriculture-Ranch (R-A) and Rural Residential (R-R) designated areas in Chino Hills. Staff highlighted nineteen areas in the City that would be eligible for clustering as well as outlined the potential development standards for clustering. After identifying their concerns, the Commission eliminated three properties from being considered for clustering, which included the Tres Hermanos property as the eventual development will be through the use of a specific plan and two properties along English Road because of their Zoning Map designation of 5-acre minimum. The Commission directed staff to provide additional analysis for the remaining properties by identifying existing ridgeline constraints, potential sensitive habitat, as well as discuss the types of benefits that could be provided to the City such as improved infrastructure for vehicular circulation or expanded preservation of natural open space. The Commission asked staff to clarify the methodology for calculating maximum density as well as outline the advantages or disadvantages for adopting cluster development standards.

- f. On November 3, 2015, the Planning Commission conducted a third public workshop to review, discuss, and provide comments regarding new code provisions to direct the clustering of single-family residential development on undeveloped Agriculture-Ranch (R-A) and Rural Residential (R-R) designated areas in Chino Hills. Pursuant to the direction provided by the Planning Commission, staff provided additional information regarding the calculation of density versus the maximum number of units, and the potential benefits of clustering such as expanded preservation of natural open space or improved infrastructure for vehicular circulation by completing designated roadway segments consistent with the City's General Plan Circulation Element Roadway Plan.
- g. Notice of public hearing for Development Code Amendment 15DCA05 was mailed to all property owners who own property eligible for clustering through the Site Plan Review process on February 18, 2016. Notice of public hearing was published in the Chino Hills Champion newspaper on February 20, 2016.
- h. On March 1, 2016, the Planning Commission held a duly noticed public hearing to receive oral and documentary evidence from the public, regarding the proposed amendments to the Development Code. Staff explained the background for the proposed clustering development standards and the Commission opened the public hearing to receive any public comments. The Commission requested that staff provide additional information for the potential properties that were considered for clustering during the Planning Commission Workshops by indicating the maximum number of dwelling units that each property could develop if it were to utilize the proposed clustering. The Commission also requested that staff provide a diagram illustrating the difference between traditional residential

developments versus cluster developments. At the request of staff, the Planning Commission continued the public hearing to March 15, 2016 to allow staff additional time to finalize the proposed clustering development standards with the City Attorney's Office.

- i. At their meeting on March 15, 2016, the Planning Commission, at the request of staff, continued the public hearing to April 19, 2016, to provide additional time for staff to finalize the proposed clustering development standards with the City Attorney's Office.
- j. On April 19, 2016, the Planning Commission held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed amendments to the Development Code.
- k. On April 19, 2016, the Planning Commission adopted a resolution recommending to the City Council the approval of Development Code Amendment 15DCA05 to establish development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts through the Site Plan Review process.
- l. Notice of public hearing for Development Code Amendment 15DCA05 was mailed to all property owners who own property eligible for clustering through the Site Plan Review process on May 10, 2016. Notice of public hearing was published in the Chino Hills Champion newspaper on May 14, 2016.
- m. A duly noticed public hearing before the City Council was conducted on May 24, 2016, at which time all interested persons were given an opportunity to testify in support of, or in opposition to the project.

SECTION 2. This proposed Ordinance is a necessarily included element of the projects considered in Final EIR No. 2013051082 for the General Plan Update, certified by the City Council on February 24, 2015, which adequately addressed the effects of the proposed project. No substantial changes have been made in the project, no substantial changes in the circumstances under which the project is being undertaken and no new information of substantial importance to the project which was not known or could not have been known when the Final EIR No. 2013051082 was certified has become known. Therefore, no further environmental review is required under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (California Code of Regulations, Title 14, §§ 15000, et seq.). Further, adoption of the proposed Ordinance is exempt from the provisions of CEQA because it establishes development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts, 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 amendments to the Development Code relative to cluster development are exempt from further CEQA review under California Code of Regulations, Title 14, §15061.b.3. The proposed Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (California Code of Regulations, Title 14, §§ 15000, et seq.) pursuant to California Code of Regulations, Title 14, § 15308 because the Ordinance is authorized by State law and establishes development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts, which will assure the maintenance, restoration, enhancement, or protection of the environment because the proposed Ordinance involves procedures for protection of the environment. Construction activities and relaxation of standards, allowing environmental degradation are not included in this exemption. Further, the proposed Ordinance is exempt pursuant to California Code of Regulations, Title 14, § 15307 because the proposed Ordinance is a non-construction action taken by the City as authorized by State law to assure the maintenance of a natural resource and involves procedures for protection of the environment. Finally, pursuant to § 15061(b)(3) of the CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000, et seq.), there is no possibility that the proposed Ordinance may have a significant effect on the environment because it will result in less grading and intrusion into natural open space and natural resources.

SECTION 3. As required under Government Code § 65860, the City Council finds that the Chino Hills Municipal Code amendments proposed in Development Code Amendment No. 15DCA05 are consistent with the Chino Hills General Plan as follows:

- a. The proposed amendment to the Chino Hills Development Code conforms to General Plan Action LU-1.1.6, Action LU-2.2.1, Action LU-2.4.2, and Action LU-2.4.3 in that the amendment would establish development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts through the Site Plan Review process.

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 Action LU-1.1.6, Action LU-2.2.1, Action LU-2.4.2, and Action LU-2.4.3 in that the amendment would establish development standards, regulations, and review procedures for clustering single-family residential development in Agriculture-Ranch (R-A) and Rural Residential (R-R) zoning districts through the Site Plan Review

process, which will contribute to the protection of Chino Hills' natural environment by encouraging cluster development.

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

FACT: The proposed Development Code Amendment would establish development standards, regulations, and review procedures for clustering single-family residential development in the Agriculture-Ranch (R-A) and Rural Residential (R-R) amendment will provide those properties eligible for clustering an additional land use entitlement process to develop future residential development.

SECTION 5. Upon the effective date of this Ordinance, the Chino Hills Development Code, is amended to add subsection C, including Exhibit "B" Table 20-1 and Figure 20-1B to § 16.10.030, to read as follows:

C. Notwithstanding subsection A and B § 16.10.030 above, clustering is permitted for certain designated properties to protect environmental and visual resources. As an alternative to the development standards set forth in Exhibit "A" Table 20-1, designated properties within the R-A and R-R zone identified in Figure 20-1B may apply to have the clustering standards set forth in Exhibit "B" Table 20-1. Applications for clustering apply through and comply with the requirements of the Site Plan Review process (Chapter 16.76) and the additional following requirements.

1. Applications to cluster must clearly demonstrate that clustering results in:
  - i. Reduced grading;
  - ii. Reduced roadways and driveway intrusions into sensitive habitat areas, open space, and the Chino Hills State Park;
  - iii. Protection of increased amounts of open space; and
  - iv. Protection of environmental and visual resources.
2. In addition to the findings required for Site Plan approval by Section 16.76.060, the following findings must also be made prior to approval of a clustering Site Plan:

F. That the clustering site plan results in a substantial reduction in the following impacts than would have occurred had the property developed pursuant to development standards in Exhibit "A" Table 20-1:

- a. Grading;
- b. Roadways and driveway intrusions into sensitive habitat areas, open space, and the Chino Hills State Park;
- c. Impacts to environmental and visual resources.

G. That the clustering site plan protects more open space than would have been required by Section 16.08.070.

**Exhibit “B”****Table 20-1****R-A and R-R Residential Zone Districts – Clustering Development Standards**

Development Standard	Zoning District: R-A Clustering	Zoning District: R-R Clustering
A. Minimum Project Size	10 acres	10 acres
B. Minimum Lot Size (Single-Family Detached Residential Development) or Minimum Project Area	10,000 sf	7,200 sf
C. Minimum Lot Width	80 ft.	50 ft. min.; 60 ft. avg.
D. Minimum Lot Depth	125 ft.	N/A
E. Maximum Lot Coverage by: Buildings	40%	40%
F. Maximum Coverage In Front Yard by Impervious Surfaces	50%	50%
G. Maximum Number of Units <sup>(a)</sup>		
i) Roadway Plan Contribution	i) 1 du/5.0 ac	i) 2 du/1.0 ac
ii) Non-Roadway Plan Contribution	ii) 0.5 du/5.0 ac	ii) 1 du/1.0 ac
iii) Properties along Carbon Canyon Road that are less than 20 acres	iii) 3 units	iii) N/A
H. Maximum Building Height <sup>(b)</sup>	35 ft.	35 ft.
I. Minimum Front Yard Setback		
i) Primary structure	i) 25 ft.	i) 20 ft. min.
ii) Garage	ii) 25 ft.	ii) 20 ft. min.
iii) Structures with Side Loaded Garages	iii) 20 ft. min. for the garage or the primary structure	iii) 16 ft. min. for the garage or the primary structure
J. Minimum Side Yard Setback:		
i) Collector or Larger Street Side	i) 25 ft.	i) 25 ft.
ii) Local Street Side	ii) 15 ft.	ii) 15 ft.
iii) Other Side	iii) 10 ft.	iii) 10 ft.
K. Minimum Rear Yard Setback	25 ft.	15 ft.
L. Minimum Usable Private Open Space	N/A	N/A
M. Minimum Landscape Coverage	Refer to Landscape Manual	

Abbreviations:

sf = square feet; ft. = feet; ac = acre; du = dwelling unit; N/A = not applicable.

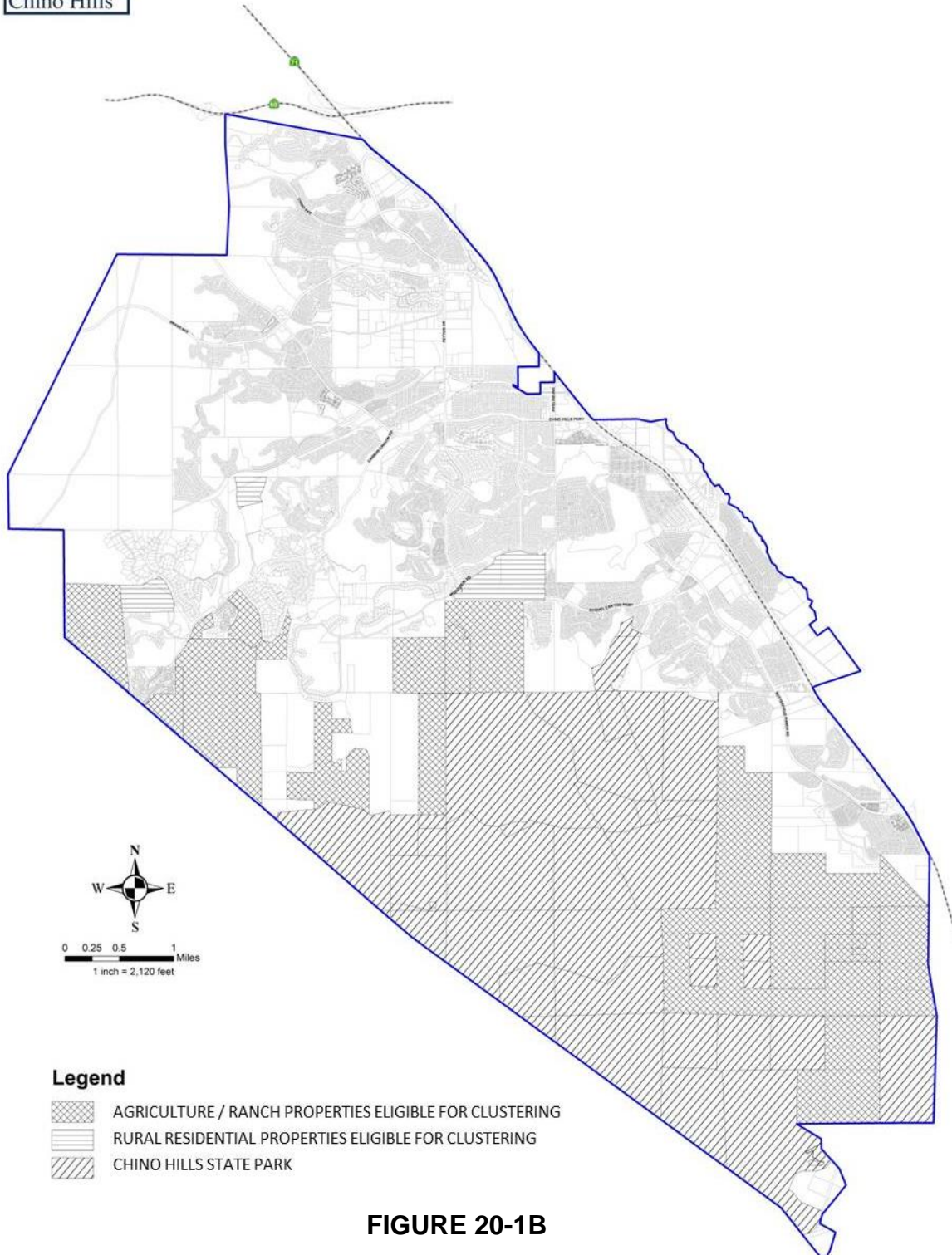
Notes for Table 20-1  
R-A and R-R Residential Zone Districts – Clustering Development Standards

(a)	If development of the project site requires the completion of the full width of a roadway segment consistent with the City's Circulation Element Roadway Plan (Figure 2-1 in the General Plan Circulation Element) along the property line of, or within the property comprising the project site, then the maximum number of dwelling units permissible under the General Plan is allowed. If development of the project site does not include completion of a roadway segment consistent with the City's Circulation Element Roadway Plan, then the maximum number of dwelling units allowed is limited to fifty percent (50%) of the maximum number of dwelling units permissible under the General Plan. Notwithstanding the above, the number of dwelling units may be further reduced based on site specific environmental constraints.
(b)	Exempt antennas as defined in this Development Code are exempt from the maximum height restrictions.



# CITY OF CHINO HILLS

## PROPERTIES ELIGIBLE FOR CLUSTERING THROUGH THE SITE PLAN REVIEW PROCESS



SECTION 6. Upon the effective date of this Ordinance Chino Hills Development Code § 16.76.020 is amended in its entirety to read as follows:

**16.76.020 – Application requirements**

Applications for Site Plan Approval and subdivision map shall be submitted for all multi-family development, condominium conversion, clustered Agriculture-Ranch (R-A) and Rural Residential (R-R) development, mixed use projects and non-residential projects involving the construction of new buildings.

SECTION 7. Upon the effective date of this Ordinance Chino Hills Development Code § 16.76.080 is amended to read in its entirety as follows:

**16.76.080 – Site plan approval attached to the property**

An approved Site Plan which is valid and in effect pursuant to the provisions of this Development Code shall run with the land and shall continue to be valid upon change of ownership of the land or any lawfully existing building or structure on the land. Notwithstanding the above, for Site Plans approved for clustered single-family structures, once the original structure is constructed pursuant to the Site Plan, subsequent changes to the footprint, elevations, and materials and colors of single-family structures may proceed without seeking an amendment to the Site Plan as long as the footprint of such structures stays within the required setbacks set forth in the Site Plan, and the subsequent improvements are in compliance with all other applicable provisions set forth in Title 15 and 16 of this Code.

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

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ART BENNETT, MAYOR

ATTEST:

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CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

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MARK D. HENSLEY, CITY ATTORNEY

ORDINANCE NO.

Item No.: A10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, AMENDING THE CHINO HILLS MUNICIPAL CODE TITLE 16 (DEVELOPMENT CODE) TO REGULATE BOARDING HOUSES, PROHIBIT TRANSIENT LODGING USES AND BED AND BREAKFASTS IN RESIDENTIAL ZONES, AND DETERMINING THAT THE MUNICIPAL CODE AMENDMENT IS 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's ability to exercise its powers in accordance with Article XI, § 7 of the California Constitution to regulate land use is well established. This Ordinance is intended to regulate aesthetics, traffic, parking, public peace, and other similar matters related to public health, safety, and welfare.
- b. At City Council meetings, the City Council has expressed two concerns about the City's residential areas: (1) numerous different tenants living in one residential unit, and (2) short-term renters/lessees of residential units. The concern is that having too many different individuals leasing rooms within a unit, or having short-term tenants, erodes the integrity of residential zones. Specifically, tenants that only stay for one night, a week, or even a few months do not have the same interest in investing their time and energy in preserving the neighborhood and the community. These concerns and problems are being addressed in other Southern California cities, particularly in response to short-term stay on-line services like Airbnb.
- c. This Ordinance is tailored to preserve the residential character of a neighborhood by prohibiting boarding houses in residential zones and conditionally permitting boarding houses in commercial zones (C-F, C-G, and C-R) while respecting the rights to privacy and association that the California Supreme Court recognized in *City of Santa Barbara v. Adamson* (1980) 27 Cal.3d 123 and related cases.
- d. Preserving the residential character of a neighborhood is a legitimate government purpose that may be reasonably achieved by prohibiting commercial enterprises such as the operation of boarding house businesses. (See 86 Ops.Cal.Atty.Gen. 30 (2003) and cases cited therein.) In the multifamily residential (RM) zones, the City has little land

not already developed or entitled, so boarding houses in these zones would generally require subletting an existing apartment or leasing out a townhome, which would be deleterious for the community.

- e. The transient (short-term) commercial use of residential property also has deleterious effects on residential and community character. Short-term tenants that stay only for one night, a week, or even a month in a residential area have little interest in the community or the welfare of its citizenry; as such, they do not generally participate in local government and community organizations that strengthen a City and its residents.
- f. The proliferation of internet-based services that facilitate the listing, advertising, and hiring of transient residential rentals has led to significant increases in the number of transient rentals throughout the City's residential zones. Based upon a review of websites facilitating short-term residential rentals, specifically Airbnb ([www.airbnb.com](http://www.airbnb.com)) and Vacation Rentals by Owner ([www.vrbo.com](http://www.vrbo.com)), approximately 29 residential properties in the City of Chino Hills are currently listed for short-term rental.
- g. Local Ordinances that prohibit or regulate transient commercial uses of residential property have been upheld in cases such as *Ewing v. City of Carmel-By-The-Sea* (1991) 234 Cal.App.3d 1579 because such regulations are rationally related to preservation and enhancement of the residential character of the neighborhood and stability of the community.
- h. Bed and breakfast uses were permitted in the Agriculture-Ranch (R-A) and Rural Residential (R-R) zones under the San Bernardino County Development Code and were incorporated into the City's Development Code upon incorporation. However, these uses are no longer appropriate in residential zones in a community that has grown and evolved significantly since the time before incorporation. The City's remaining R-A and R-R properties are typically underserved by roads and infrastructure and would not be good locations for bed and breakfast uses. Prohibiting bed and breakfast uses is consistent with not allowing boarding houses in single-family zones. Currently, there are no active business licenses for the operation of a bed and breakfast business within the City.
- i. On May 3, 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 generally discussed the potential for short-term rental uses to disrupt the character of existing residential neighborhoods and clarified the definition of boarding house and rooming house. The Planning Commission adopted a resolution recommending to the City Council the adoption of the proposed Municipal Code Amendment.

- j. Notice of public hearing was published in the Chino Hills Champion newspaper on May 14, 2016.
- k. A duly noticed public hearing before the City Council was conducted on May 24, 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 (California Code of Regulations, Title 14, §§ 15000, et seq.) because it establishes rules and procedures to permit operation of existing facilities; consists only of minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection, and enhancement of the environment. This Ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt from further CEQA review under California Code of Regulations, Title 14, §§ 15301, 15305, and 15308. Furthermore, the City Council finds that it can be seen with certainty that there is no possibility that the proposed Ordinance may have a significant effect on the environment; therefore, it is not subject to CEQA pursuant to California Code of Regulations, 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 Municipal Code Amendment No. 16MCA02 are consistent with the Chino Hills General Plan as follows:

- a. The proposed amendment to the Chino Hills Municipal Code conforms to General Plan Goals LU-3 and LU-4, which require the maintenance and promotion of the character, integrity, and excellence of design of the City's neighborhoods. The proposed amendment would prohibit transient lodging uses within the City's residential zoning district, which is intended to prevent the deleterious effects of these commercial uses from impacting the residential character of these communities and to ensure safe and decent housing.

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 Municipal Code Amendment is consistent with the goals, policies, and objectives of the General Plan.

FACT: The proposed amendment to the Chino Hills Municipal Code conforms to General Plan Goals LU-3 and LU-4, which require the maintenance and promotion of the character, integrity, and excellence of design of the City's neighborhoods. The proposed amendment would

prohibit transient lodging uses within the City's residential zoning district, which is intended to prevent the deleterious effects of these commercial uses from impacting the residential character of these communities and to ensure safe and decent housing.

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

FACT: The proposed Municipal 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. Chino Hills Municipal Code § 16.02.140 is amended, in part, to add the definition of "boarding house" or "rooming house" to read as follows, while all other items in this section shall remain unchanged:

'Boarding house' or 'rooming house' means a dwelling, building, or accessory building rented to three or more individuals under concurrent, separate rental agreements or leases, either written or oral or implied, whether or not an owner, agent, or rental manager is in residence. Meals may be provided to boarders in connection with the renting of sleeping rooms or common kitchen facilities may be provided. This definition does not include any of the following:

- Hotel;
- Motel;
- Emergency shelter;
- Transitional housing;
- Single-room occupancy residential hotels;
- Skilled nursing facility;
- Small family day care home;
- Supportive housing;
- Group home;
- A residential facility as defined in the California Community Care Facilities Act (Health & Safety Code § 1500 et seq.) that serves six or fewer persons;
- Housing for persons protected under the Fair Housing Act (42 USC § 3604(f)) or the California Fair Housing Act (Gov't Code § 12920 et seq.);
- Alcoholism or drug abuse recovery or treatment facilities that serve six or fewer persons (as defined in Health & Safety Code § 11834.23(b));
- Employee housing providing accommodations for six or fewer employees (as defined in Health & Safety Code § 17021.5);
- Residential care facilities for the elderly that serve six or fewer persons (Health & Safety Code § 1569.85);
- Intermediate care facilities/developmentally disabled habilitative facilities serving six or fewer persons (Health & Safety Code § 1250(e), 1267.8); or

Any other use or arrangement expressly excluded from the definition of "boarding house" or "rooming house" pursuant to State or Federal law, including household arrangements protected by City of Santa Barbara v. Adamson (1980) 27 Cal.3d 123.

SECTION 6. Chino Hills Municipal Code § 16.02.150 is amended, in part, to delete the definition of "communal housing", while all other items in this section shall remain unchanged.

SECTION 7. Chino Hills Municipal Code § 16.10.020 is amended, in part, to add subparagraph (E) to prohibit commercial transient lodging uses in all residential districts to read as follows, while all other items in this section shall remain unchanged:

- E. Except as otherwise permitted by this Code, transient lodging uses for remuneration are prohibited in all residential districts. For purposes of this section, "transient" means a period of time less than 30 consecutive days.

SECTION 8. Chino Hills Municipal Code § 16.12.020 is amended, in part, to add subparagraph (D) to conditionally permit boarding houses in the Freeway Commercial (C-F), General Commercial (C-G), and Commercial Recreation (C-R) districts to read as follows, while all other items in this section shall remain unchanged:

- D. A boarding house may be conditionally permitted in the C-F, C-G, and C-R zoning districts provided that:
1. The boarding house contains no healthcare facilities similar to those found in a medical clinic.
  2. Not more than two (2) persons are permitted to occupy one rental room.
  3. One uncovered on-site parking space must be provided for each sleeping room.

SECTION 9. Chino Hills Municipal Code Title 16, Appendix A (Regulation of Uses by Zoning District) is amended, in part, to delete the entry for "Bed and breakfasts" and prohibit the use in any zoning district and to add an entry for "Boarding House/Rooming House" as a conditionally permitted use in the Freeway Commercial (C-F), General Commercial (C-G), and Commercial Recreation (C-R) zoning districts to read as follows, while all other items in this section shall remain unchanged:

Zoning District Land Use	R A	R R	R S	R M 1	R M 2	R M 3	C N	C F	C G	C O	C R	B P	L I	I - 1	I - 2	O S
Boarding House/Rooming House								C	C		C					

SECTION 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A11

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

June 3, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MICHAEL BAKER INTERNATIONAL AGREEMENT AMENDMENTS

### RECOMMENDATION:

Approve amendments to Professional Services Agreements Nos. A07-87, A12-05, and A14-151 with Michael Baker International, Inc., (formerly RBF Consultants, Inc.) for on-call engineering services, engineering design services, and preparation of initial study for Encroachment Enforcement Project, respectively, to change corporation name and extend terms to June 30, 2017.

### BACKGROUND/ANALYSIS:

In 2007, 2012, and 2014 the City of Chino Hills entered into Professional Services Agreements with RBF Consulting for on-call Engineering Services, Engineering design Services, and preparation of initial study for Encroachment Enforcement Project.

On October 1, 2011, Michael Baker Corporation, acquired RBF Consulting but continued to operate as RBF Consulting, a Michael Baker company until July 1, 2015 when the merger became officially complete. At that time their name was changed to Michael Baker International. Agreement Nos. A07-87, A12-05, and A14-151 are eligible for renewal for the 2016-17 Fiscal Year and due of the merger; it has become necessary to amend the agreements to reflect the new company name.

### REVIEWED BY OTHERS:

This item has been reviewed by the City Engineer, Finance Director, Public Works Director, Deputy City Manager and Contract Compliance Officer.

FISCAL IMPACT:

There is no fiscal impact.

Respectfully submitted,



Konradt Bartlam  
City Manager

Recommended by:



Cheryl Balz  
City Clerk

Attachments

**CITY OF CHINO HILLS**

**AMENDMENT NO. 2 TO AGREEMENT NO. A07-87  
BETWEEN THE CITY OF CHINO HILLS AND  
MICHAEL BAKER INTERNATIONAL, INC.,  
(FORMERLY RBF CONSULTING, INC.)**

THIS AMENDMENT No. 2 to Agreement No. A07-87, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and MICHAEL BAKER INTERNATIONAL, INC., (formerly RBF CONSULTING, INC.) hereinafter called "Consultant".

Amend Agreement A07-87 as follows:

1. Change company name to Michael Baker International, Inc.
2. Replace the notice address in Section 20(h) with the following:  
  
Michael Baker International, Inc.  
3536 Concourses Street, Suite 100  
Ontario, CA 91764  
Attn: Darin Johnson
3. Extend contract term to June 30, 2017.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 2 to Agreement No. A07-87 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

**CITY OF CHINO HILLS**

**MICHAEL BAKER INTERNATIONAL,  
INC.**

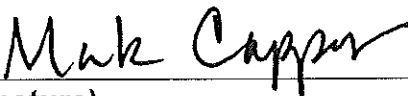
\_\_\_\_\_  
Art Bennett  
Mayor

  
(Signature)

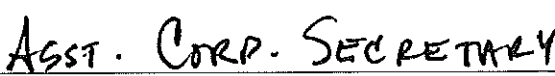
ATTEST:

  
(Title)

\_\_\_\_\_  
Cheryl Balz  
City Clerk

  
(Signature)

APPROVED AS TO FORM:

  
(Title)

\_\_\_\_\_  
Mark D. Hensley  
City Attorney

**CITY OF CHINO HILLS**

**AMENDMENT NO. 1 TO AGREEMENT NO. A12-05  
BETWEEN THE CITY OF CHINO HILLS AND  
MICHAEL BAKER INTERNATIONAL, INC.,  
(FORMERLY RBF CONSULTING, INC.)**

THIS AMENDMENT No. 1 to Agreement No. A12-05, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and MICHAEL BAKER INTERNATIONAL, INC., (formerly RBF CONSULTING, INC.) hereinafter called "Consultant".

Amend Agreement A12-05 as follows:

1. Change company name to Michael Baker International, Inc.
2. Replace the notice address in Section 20(h) with the following:  
  
Michael Baker International, Inc.  
3536 Concourses Street, Suite 100  
Ontario, CA 91764  
Attn: Darin Johnson
3. Extend contract term to June 30, 2017.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 1 to Agreement No. A12-05 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

**CITY OF CHINO HILLS**

**MICHAEL BAKER INTERNATIONAL,  
INC.**

\_\_\_\_\_  
Art Bennett  
Mayor

\_\_\_\_\_  
*Darin Johnson*  
(Signature)

ATTEST:

\_\_\_\_\_  
Vice President  
(Title)

\_\_\_\_\_  
Cheryl Balz  
City Clerk

\_\_\_\_\_  
*Mark Cappon*  
(Signature)

APPROVED AS TO FORM:

\_\_\_\_\_  
Asst. Corp. Secretary  
(Title)

\_\_\_\_\_  
Mark D. Hensley  
City Attorney

**CITY OF CHINO HILLS**

**AMENDMENT NO. 1 TO AGREEMENT NO. A14-151  
BETWEEN THE CITY OF CHINO HILLS AND  
MICHAEL BAKER INTERNATIONAL, INC.,  
(FORMERLY RBF CONSULTING, INC.)**

THIS AMENDMENT No. 1 to Agreement No. A14-151, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and MICHAEL BAKER INTERNATIONAL, INC., (formerly RBF CONSULTING, INC.) hereinafter called "Consultant".

Amend Agreement A14-151 as follows:

1. Change company name to Michael Baker International, Inc.
2. Replace the notice address in Section 20(h) with the following:  
  
Michael Baker International, Inc.  
3536 Concourses Street, Suite 100  
Ontario, CA 91764  
Attn: Darin Johnson
3. Extend contract term to June 30, 2017.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 1 to Agreement No. A14-151 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

**CITY OF CHINO HILLS**

\_\_\_\_\_  
Art Bennett  
Mayor

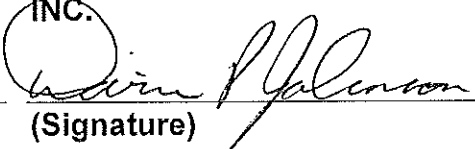
ATTEST:

\_\_\_\_\_  
Cheryl Balz  
City Clerk

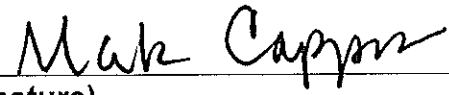
APPROVED AS TO FORM:

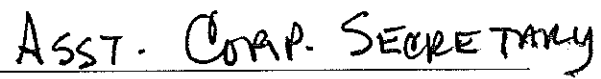
\_\_\_\_\_  
Mark D. Hensley  
City Attorney

**MICHAEL BAKER INTERNATIONAL,  
INC.**

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Title)

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A12

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CHINO HILLS COMMUNITY FOUNDATION BOARD OF DIRECTORS  
RE-APPOINTMENTS

### RECOMMENDATION:

Re-appoint David Kramer and Bill Taylor to the Board of Directors of the Chino Hills Community Foundation as recommended by the Board for a term ending May 2020.

### 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. The Board approved the designation of a Board Development Committee, whose responsibility is to screen and recommend potential Board members. All members of the Board of Directors must be appointed by the City Council. The Board currently has 16 members with a maximum of 30 allowable members.

At the annual meeting, the Board voted to endorse David Kramer and Bill Taylor and submit the nominations to Council for re-appointment.

These positions were posted as required by Government Code 54972 at the end of the year including the date the position would become vacant, but no inquiries were received.

### REVIEW BY OTHERS:

This item was reviewed by the City Attorney.

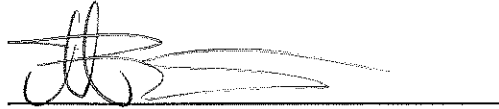
### FISCAL IMPACT:

None.

ENVIRONMENTAL (CEQA) REVIEW:

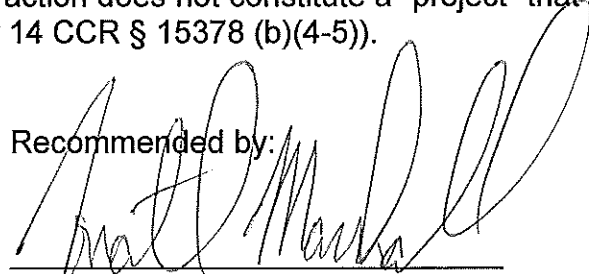
This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will 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: June 14, 2016

Item No.: A13

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDED MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

### RECOMMENDATION:

1. Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS ADOPTING THE AMENDED MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

2. Direct the City Clerk to forward a certified copy of the Resolution, with applicable attachments, to the San Bernardino Associated Governments (SANBAG).

### BACKGROUND/ANALYSIS:

Measure I authorizes SANBAG to collect a one-half of one percent retail transaction and use tax. The Measure was approved in November 2004. Revenue from the tax can only be used for transportation improvements and traffic management programs authorized in an Expenditure Plan as set forth in the SANBAG Ordinance 04-1.

Measure I funds are divided into subprograms. The City receives funds from the Local Street Program on a per capita basis. Ordinance 04-1 requires that a multi-year Capital Improvement Plan (CIP) be adopted and updated annually.

On September 8, 2015, the City Council adopted the Measure I Five-Year Capital Improvement Program, covering FY 2015-16 through FY 2019-20. Since the adoption, the City Council has approved one appropriations budget amendment in the amount of \$240,000 to the Los Serranos Infrastructure Improvements – SRTS 2 project.

AGENDA DATE: JUNE 14, 2016

PAGE 2

SUBJECT: AMENDED MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

In order to maintain compliance with SANBAG Ordinance 04-1, the Measure I Five-Year Capital Improvement Program spending plan must be amended to reflect changes that occurred during the fiscal year. Staff is asking that the City Council formally adopt the amended plan.

REVIEW BY OTHERS:


This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:


The first year of the Measure I CIP is consistent with the City's adopted FY 2015-16 Capital Improvement Program budget. Projects listed in the future of the Measure I CIP parallel the City's Long-Term Capital Improvement Program.

Respectfully submitted,

Recommended by:



Konradt Bartlam, City Manager



Steven C. Nix, City Engineer

SN/VC/PS

Attachments: Resolution  
Exhibit A

RESOLUTION NO. 2016R-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS ADOPTING THE AMENDED MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

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

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Program, and

WHEREAS, the adopted Expenditure Plan must be amended to reflect changes which occur during the course of the fiscal year.

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

The Amended Measure I Five-Year Capital Improvement Program, attached to this resolution as Exhibit A, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 14th day June 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

Please do not change, alter or modify this template. Use plus signs along left side of worksheet to add rows rather than manually inserting rows to ensure formulas are carried through.

AMENDED MEASURE I LOCAL STREET PASS-THROUGH FUNDS FIVE YEAR CAPITAL IMPROVEMENT PLAN

PLAN PERIOD:		2015/2016 to 2019/2020															
AGENCY NAME:		City of Chino Hills				FY2015/2016		FY 2016/2017		FY 2017/2018		FY 2018/2019		FY2019/2020		Total Available (Carryover plus estimate)	
CARRYOVER BALANCE:		\$2,429,384.00		MEASURE I ESTIMATE:		\$1,196,187.60		\$1,232,073.23		\$1,272,115.61		\$1,316,639.65		\$1,369,305.24		\$8,815,705.33	
Named Projects:				Estimated Total Project Cost	Nexus Project?		FY2015/2016		FY 2016/2017		FY 2017/2018		FY 2018/2019		FY2019/2020		Total Local Street Measure I Programmed
					Public Share (%)	DIF Share (%)	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	
Pine Avenue Extension (City of Chino is lead agency) CH Project No. S08005				\$ 4,201,000.00	86.3%	13.7%	\$ 200.00									\$200.00	
Raised Median on Pipeline Avenue - Construct a raised median on Pipeline Ave between SR 142 and the northern City Limits. Multiple Funding Sources. CH Project No. S14009				\$ 425,800.00			\$ 82,200.00									\$82,200.00	
SR71 Off Ramp Extension - Widen off ramp at Grand Avenue and SR-71. Funding is the City's fixed contribution to a larger Caltrans project. CH Project No. S09010				\$ 175,000.00			\$ 175,000.00									\$175,000.00	
FY 2014/15 Street Program - Slurry seal and overlay (residential public streets of Hunters Hill, Ridgeway, Griffin Butterfield Ranch, the Meadows, South Trail, Brookwood Lane, and Overland Heights) CH Project No. S15001				\$ 1,300,000.00			\$ 1,235,100.00									\$1,235,100.00	
Los Serranos Infrastructure Improvements - SRTS 3 - Installation of curb, gutter, sidewalk, curb ramps, minor necessary storm drain improvements, and street lighting on Los Serranos Boulevard between Pipeline Avenue and Bird Farm Road. Multiple Funding Sources. CH Project No. S12009				\$ 643,700.00			\$ 120,000.00									\$120,000.00	
FY 2015/16 Street Program - Slurry seal and overlay (residential pubic streets in Pinehurst Area - south Butterfield Ranch; and Village Oaks / Oakridge Area - bounded by Peyton Dr. to the east, Carbon Canyon Road to the west, Oakview Lane to the north, and Oak Creek Road to the south) CH Project No. S16001				\$ 900,000.00			\$ 900,000.00									\$900,000.00	
FY 2015-16 ADA Compliance Program - Rehabilitation of ADA access ramps (residential pubic streets in Pinehurst Area - south Butterfield Ranch; and Village Oaks / Oakridge Area - bounded by Peyton Dr. to the east, Carbon Canyon Road to the west, Oakview Lane to the north, and Oak Creek Road to the south) CH Project No. S16004				\$ 150,000.00			\$ 150,000.00									\$150,000.00	
FY 2016/17 Street Program - Slurry seal and overlay (Rancho Hills Drive from Eucalyptus Avenue to Windmill Creek and residential streets off of Rancho Hills Drive; Windmill Creek Drive from Eucalyptus Avenue to north end of Windmill Creek Drive and reside				\$ 1,250,000.00					\$ 1,250,000.00							\$1,250,000.00	
FY 2017/18 Street Program - Slurry seal and overlay (residential public streets in the area from Falling Star Ln south to Sun Rose Dr and from Auburn Ct east to Falcon Ridge Dr and Spring				\$ 1,050,000.00							\$ 1,050,000.00					\$1,050,000.00	
FY 2018/19 Street Program - Slurry seal and overlay (area south of Chino Ave & north of Grand Ave btwn Monte Verde Dr east to the City limits)				\$ 1,050,000.00									\$ 1,050,000.00			\$1,050,000.00	
FY 2019/20 Street Program - Slurry seal and overlay (residential area - s/o Grand Ave between Grand Ave Park to Village Center Drive)				\$ 1,050,000.00											\$ 1,050,000.00	\$1,050,000.00	
Los Serranos Infrastructure Improvements - SRTS 2 - Construct sidewalks, ADA access ramps, curb/gutter, and install street lights on portions of Country Club Drive, Esther Street, and Williams Avenue in the Los Serranos area. Multiple Funding Sources. CH Project No. S09009				\$ 1,052,000.00			\$ 240,000.00									\$240,000.00	
Project Count: 12		Named Projects Total:		\$ 13,247,500.00			\$ 1,612,500.00	\$ 1,290,000.00	\$ -	\$ 1,250,000.00	\$ -	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$7,302,500.00
		Total Carryover + Estimate:		\$ 7,302,500			\$2,902,500.00		\$1,250,000.00		\$1,050,000.00		\$1,050,000.00		\$1,050,000.00		\$7,302,500.00
		(%) Named Projects:					243%		101%		83%		80%		77%		
Categorical Projects Total *:																	
Annual Sidewalk Replacement Program				\$ 500,000.00			\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$500,000.00
Annual Striping Program				\$ 250,000.00			\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$250,000.00
Traffic Signal LED Replacement Program				\$ 120,000.00			\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$120,000.00
Traffic Signal Controller Upgrade Program				\$ 50,000.00					\$ -		\$ 25,000.00		\$ -		\$ 25,000.00		\$50,000.00
																\$0.00	
																\$0.00	
																\$0.00	
		Categorical Projects Total:		\$ 920,000.00			\$180,000.00		\$180,000.00		\$ 205,000.00		\$ 180,000.00		\$ 175,000.00		\$920,000.00
		(%) Categorical Projects (cannot exceed 50%):					15%		15%		16%		14%		13%		

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A14

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION OF THE LOS SERRANOS INFRASTRUCTURE IMPROVEMENTS – SAFE ROUTES TO SCHOOLS – PHASE 2 PROJECT BY SEQUEL CONTRACTORS, INC.

### RECOMMENDATION:

1. Accept the Los Serranos Infrastructure Improvements – Safe Routes to Schools – Phase 2 Project by Sequel Contractors, Inc. as complete.
2. Authorize the City Clerk to cause the Notice of Completion to be recorded.
3. Authorize the release of retention monies in the amount of \$46,457.21, forty-five days after acceptance of the work by the City Council.
4. Authorize the release of any remaining encumbrance after final payment of retention.
5. Reduce the amount of the Performance Bond down to 15% for warranty purposes for a period of one year.
6. Authorize the release of the Labor and Materials Bond six months after project acceptance.

### BACKGROUND/ANALYSIS:

On September 8, 2015, the City Council awarded a contract to Sequel Contractors, Inc. in the amount of \$894,668.50 for the Los Serranos Infrastructure – Safe Routes to Schools (SRTS) – Phase 2 project. The Council also provided authorization for the City Manager to approve change orders up to a cumulative amount of \$44,733.43 or 5% of the contract amount. Construction began on October 19, 2015, and was deemed complete on April 5, 2016.

During construction, Change Orders No. 1 and 2 were approved respectively by the City Manager on December 10, 2015, and the City Council on March 8, 2016 to account for

AGENDA DATE: JUNE 14, 2016 PAGE 2  
SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION OF THE LOS  
SERRANOS INFRASTRUCTURE IMPROVEMENTS – SAFE  
ROUTES TO SCHOOLS – PHASE 2 PROJECT BY SEQUEL  
CONTRACTORS, INC.

several items omitted from the project specifications and design plan, and additional work needed to address steep driveways, and reconstruction of sewer manholes. The total amount for Change Order No. 1 was \$16,080.97, and for Change Order No. 2 was \$49,256.29.

On April 12, 2016, the City Council approved Change Order No. 3 which included the necessary street light extension in Williams Avenue and adjustment of the overall constructed quantities for a total net credit of (\$30,861.52).

The final contract amount is summarized below:

Original Contract:	\$ 894,668.50
Change Order No. 1	\$ 16,080.97
Change Order No. 2	\$ 49,256.29
Change Order No. 3	\$ (30,861.52)
Revised Contract	\$ 929,144.24

Construction was substantially completed on March 11, 2016. However, prior to closing out the project, staff rejected Sequel's quality and workmanship of the newly overlaid AC pavement at various project street areas. To further evaluate and assess the consistency and integrity of the asphalt pavement, staff requested a third-party consultant, GMU Geotechnical, Inc., to conduct field exploration and AC core sampling and testing. GMU's test results revealed failure of AC pavement cap and concurred with the recommended repair methods. Sequel agreed to remove and replace the rejected pavement areas and fog seal over the entire overlaid areas of project streets at no additional cost to the City. The repair work was completed and accepted on May 13, 2016.

REVIEW BY OTHERS:

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


FISCAL IMPACT:

This project was included in the approved FY 2015/16 Capital Improvement Program budget.

Respectfully submitted,

  
Konradt Bartlam, City Manager

Recommended by:

  
Steven C. Nix, City Engineer

SN/FR/PS

Attachment: Notice of Completion

Recording Requested by And  
When Recorded, Mail To:

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

Exempt Recording Per  
Government Code Section 6103

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is a Project Manager for the City of Chino Hills, 14000 City Center Drive, Chino Hills, California, which is the owner of the interest or estate stated below in the property hereinafter described.

The nature and interest or estate of the City is: **In Fee**

(If other than fee, strike "In Fee" and insert, for example, "easement" or "lessee")

A work of improvement on the property hereinafter described was completed on May 13, 2016.

The work of improvement is described as follows: Los Serranos Infrastructure -- SRTS Phase 2 Project.

Date of Contract: September 8, 2015 Contract/Agreement No. A2015-192.

Name of Original Contractor: Sequel Contractors, Inc.

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

Country Club Drive, Esther Street, and Williams Avenue, Chino Hills, CA

(Legal description)

The street address of said property is: None  
(If no street address has been officially assigned, insert "none")

APN: N/A

CITY OF CHINO HILLS

  
Joe Dyer, Assistant City Engineer

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

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

I declare under penalty of perjury, that the foregoing is true and correct. Executed on June 3, 2016 at City of Chino Hills, California.

  
Steven C. Nix, City Engineer

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A15

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 3 TO AGREEMENT NO. A14-79 WITH COMPUTER SERVICE COMPANY

### RECOMMENDATION:

1. Authorize the execution of Amendment No. 3 to Agreement No. A14-79 with Computer Service Company (CSC) in the amount of \$19,000 and increase the agreement amount to \$117,500 for FY 2015-16 only.
2. Approve an appropriation budget amendment in the amount of \$19,000 from the Gas Tax 7360 Fund to the Traffic Signal Maintenance account.

### BACKGROUND/ANALYSIS:

The current CSC contract amount is \$98,500, which includes \$38,500 for routine maintenance and \$60,000 for extraordinary maintenance.

As of April 2016, the costs for extraordinary maintenance are \$69,000. These expenses included traffic signals related to Capital Improvement Program projects for a total of \$9,000. Also there have been eight accident related repairs totaling \$27,000. Other extraordinary expenses included push button replacement, detective loops repairs, safety light replacement, etc., totaling \$33,000. The projected CSC expenditures for FY 2015-16 are \$117,500 which is \$19,000 over the current contract allowed. Therefore, staff is requesting the City Council to increase the agreement amount by \$19,000 which brings the agreement amount to \$117,500 for FY 2015-16 only. The annual agreement amount will still be \$98,500 for FY 2016-17 and forward.

### ENVIRONMENTAL REVIEW:

These proposed actions are 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

AGENDA DATE: JUNE 14, 2016

PAGE 2

SUBJECT: AMENDMENT NO. 3 TO AGREEMENT NO. A14-79 WITH  
COMPUTER SERVICE COMPANY

organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, these actions do not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:

An appropriation budget amendment in the amount of \$19,000 from the Gas Tax 7360 Fund to the Traffic Signal Maintenance account is needed to fund the contract amendment.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Steven C. Nix, City Engineer

SN/JD/VC/PS

Attachment: Amendment No. 3

**CITY OF CHINO HILLS**

**AMENDMENT NO. 3 TO AGREEMENT NO. A14-79  
BETWEEN THE CITY OF CHINO HILLS AND  
COMPUTER SERVICE COMPANY**

THIS AMENDMENT No. 3 to Agreement No. A14-79, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and Computer Service Company hereinafter called "Consultant".

Amend Agreement A14-79 as follows:

1. Increase the not-to-exceed fee for FY 2015/16 to \$117,500 for additional compensation for additional maintenance

Original Agreement:	\$ 38,500
Extraordinary Maintenance Originally Approved But not Included in Original Contract	\$ 30,000
Amendment No. 1	\$ 30,000
Amendment No. 3 (for FY2015/16 only)	<u>\$ 19,000</u>

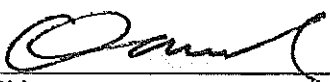
**Total FY 2015/16 Revised Contract Amount: \$ 117,500**

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 3 to Agreement No. A14-79 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

**COMPUTER SERVICE COMPANY**

**CITY OF CHINO HILLS**

  
BY \_\_\_\_\_

\_\_\_\_\_  
ART BENNETT, MAYOR

Vincent Mauch  
NAME

ATTEST:

CFO  
TITLE

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A16

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: STATEMENT OF INVESTMENT POLICY AND DELEGATION OF  
INVESTMENT AUTHORITY

### RECOMMENDATION:

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS,  
AMENDING THE STATEMENT OF INVESTMENT POLICY AND DELEGATING  
INVESTMENT AUTHORITY FOR THE CITY'S INVESTMENT PORTFOLIO FOR  
THE 2016-17 FISCAL YEAR.

### BACKGROUND/ANALYSIS:

Annually, the City Council adopts the City's Statement of Investment Policy for the fiscal year as well as delegates authority for investment of City funds. The annual adoption of the investment policy and delegation of investment authority are required by Government Code Sections 53607 and 53646, respectively. These requirements are also part of the City's investment policy (see Exhibit A, Statement of Investment Policy, Sections III and VIII).

It is recommended for the 2016-17 fiscal year, that the City Council continue to delegate investment authority to the City's Finance Director/City Treasurer. This annual adoption and delegation does not preclude the City Council from revising the investment policy or changing the investment authority delegation during the fiscal year. The following revisions have been made to the investment policy for fiscal year 2016-17:

- **Section III, DELEGATION OF AUTHORITY**
  - Modify the wording in this section to provide clarification and consistency with Government Code Section 53607:

Pursuant to City of Chino Hills Municipal Code Sections 3.12.010 et seq, the City Treasurer is authorized to invest the City's Funds in accordance with California

## SUBJECT: STATEMENT OF INVESTMENT POLICY AND DELEGATION OF INVESTMENT AUTHORITY

Government Code Sections 53600 et seq, 16429.1 and 53684.<sup>17</sup> In accordance with Under section 53607, the City Council may annually, but not later than June 30th of a fiscal year, delegate to the City Treasurer (the "Treasurer") the responsibility to for investing the City's funds for the upcoming fiscal year.

~~In the absence of the City Treasurer (hereinafter, the "Treasurer"), Where the City Council delegates the responsibility for investing the City's funds to the Treasurer, the Treasurer is absent or otherwise unavailable to make investments, the Treasurer delegates those responsibilities investment of the Funds will be delegated to the Assistant Finance Director. Investments made by the Assistant Finance Director will be restricted to the State Pool ("LAIF"), the County of Los Angeles Investment Pool, or to securities maturing within six months. Prior to investing in securities, the Assistant Finance Director will consider the cash flow requirements of the City and may invest in securities maturing over six months if directed by the Treasurer in writing or verbally, if confirmed in writing within 30 days. The Treasurer may delegate to subordinates the execution of daily investment transactions. These investment transactions shall be approved by the Treasurer.~~

If the City Council has not delegated the responsibility for investing the City's funds to the Treasurer, the City Council may authorize the delegation of investment authority to an outside investment adviser that is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

• **Section XIII, AUTHORIZED INVESTMENTS**

- Section (h) - Change the percent from 40 to 25 to be consistent with Government Code Section 53601 (h):

(1) No more than 40 25 percent of the City's surplus money may be invested in eligible commercial paper,

- Section (i) - Delete the following based on statutory changes to the Government Code Sections 53601.8 and 53635.8:

- (i) ~~Certificates of deposit at a selected depository institution that is a nationally or state chartered commercial bank, savings bank, or savings and loan association. The selected depository institution may use a private sector entity to assist in the placement of certificates of deposit with one or more depository institutions, provided that the purchases of certificates of deposit are pursuant to Section 53635.8, and subdivision (i) of Section 53601 and the following conditions shall apply: 1) Not to exceed 30 percent of the City's total surplus funds, 2) Certificates of deposit are fully insured by the Federal Deposit Insurance Corporation, 3)~~

## SUBJECT: STATEMENT OF INVESTMENT POLICY AND DELEGATION OF INVESTMENT AUTHORITY

~~The selected depository institution shall serve as a custodian for each certificate of deposit that is issued with the placement service with other depository institutions for the City's account, 4) An amount of deposit that is greater or equal to the full principal of the City's initial investment for each certificate of deposit with the selected depository institution, shall be put forth by the other depository institutions if placement service of the certificates of deposit is used. The maximum maturity for these investments is five (5) years, (See Section XIV for prohibited investments in certificates of deposit).~~

- Section (i) - Replace with the following based on statutory changes to the Government Code Sections 53601.8 and 53635.8:

- (i) Non-negotiable time deposits collateralized in accordance with the California Government Code, in those banks and savings and loan associations which meet the requirements for investment in negotiable certificates of deposit. This category also includes non-negotiable certificates placed through a nationally or state chartered commercial bank, savings bank, and savings and loan associations, provided that the full principal and interest accrual is insured by the Federal Deposit Insurance Corporation (FDIC), pursuant to California Government Code Section 53601.8. These fully FDIC insured certificates of deposit shall have a maximum maturity of 5 years and will be limited to 30 percent of the City's portfolio. (See Section XIV for prohibited investments in certificates of deposit).

- Section (s) - Add the following based on changes to the Government Code Section 53601 (q):

- (s) Supranational Securities that are unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by a nationally recognized statistical rating organization and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. (See Section XIV for prohibited investments in supranational securities).

- **Section XIV, PROHIBITED INVESTMENTS AND TRANSACTIONS**

- Section (f) - Add the following wording to be consistent with Management's policy decision:

- (f) The City shall not invest in Supranational Securities that are unsecured unsubordinated obligations issued or unconditionally guaranteed by the

AGENDA DATE: JUNE 14, 2016

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SUBJECT: STATEMENT OF INVESTMENT POLICY AND DELEGATION OF  
INVESTMENT AUTHORITY

International Bank for Reconstruction and Development (IBRD),  
International Finance Corporation (IFC), or Inter-American Development  
Bank (IADB).

- **Section INVESTMENT PORTFOLIO GUIDELINES**

- Item (7)- Modify the following wording to be consistent with current staffing titles:

The daily investment transactions may be delegated to the Assistant Finance Director, Accounting Supervisor, or one of the Department's three Senior Accountants/Accountants.

**REVIEW BY OTHERS:**

This agenda item has been reviewed by the City's Investment Management Consultant, Chandler Asset Management, and the City Attorney.

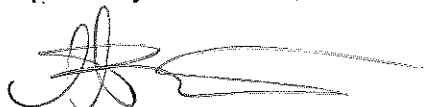
**FISCAL IMPACT:**

There is no fiscal impact caused by this agenda item.

**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,



Konradt Bartlam, City Manager

Recommended by:

  
Judy R. Lancaster, Finance Director

KB:JRL:PA:EC:dk

Attachments: Resolution – Statement of Investment Policy for Fiscal Year 2016-17  
(Exhibit A)

RESOLUTION NO. 2016R- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, AMENDING THE STATEMENT OF INVESTMENT POLICY AND DELEGATING INVESTMENT AUTHORITY FOR THE CITY'S INVESTMENT PORTFOLIO FOR THE 2016-17 FISCAL YEAR.

WHEREAS, the City of Chino Hills ("City") has invested City funds, including but not limited to the General Fund, Special Revenue Funds, Capital Projects, Proprietary Funds, and Fiduciary Funds; and

WHEREAS, the City wishes to amend the Statement of Investment Policy for the 2016-17 fiscal year and procedures to guide the City Manager, City Treasurer, and City staff regarding City investments; and

WHEREAS, the Statement of Investment Policy provides that the City Council shall annually review the Investment Policy; and

WHEREAS, the City wishes to delegate investment authority to the Finance Director/City Treasurer for the 2016-17 fiscal year.

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

SECTION 1. Investments of City funds for the 2016-17 fiscal year shall be made in accordance with the City's Statement of Investment Policy attached to this Resolution as Exhibit A.

SECTION 2. The policies adopted by this Resolution are in addition to and supplements any other legal requirements including the restrictions of any bond resolutions adopted by the City.

SECTION 3. The investment policy adopted by this Resolution supersedes all investment policies previously adopted by the City Council.

SECTION 4. Investment authority for the 2016-17 fiscal year shall be delegated to the City of Chino Hills' Finance Director/City Treasurer.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 14th day of June 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

## **EXHIBIT A**

### **CITY OF CHINO HILLS Statement of Investment Policy Fiscal Year 2016/17**

#### **I. POLICY**

It is the policy of the City of Chino Hills ("City") to meet the short and long-term cash flow demands of the City in a manner, which will provide for the safety of principal and sufficient liquidity, while providing an investment return. The purpose of this Statement of Investment Policy (hereinafter, this "Investment Policy") is to outline a process of the investment of City funds in a prudent manner in order to meet City objectives.

#### **II. SCOPE**

This investment policy applies to all investment activities and financial assets of the City, held by the City and its agents and trustees, except for funds held by investment providers of deposits made pursuant to provisions of the City's Deferred Compensation Plan (hereinafter, the "Funds"). Bond proceeds shall be invested in accordance with the requirements and restrictions outlined in the bond documents. Bond proceeds are not considered part of the Funds nor subject to this Investment Policy.

The following funds are covered by this Investment Policy and are accounted for in the City's Comprehensive Annual Financial Report:

- a) General Fund
- b) Special Revenue Fund
- c) Debt Service Funds
- d) Capital Project Funds
- e) Enterprise Funds
- f) Internal Services Funds
- g) Fiduciary Funds (Trust and Agency Funds)
- h) Any new funds created by the City Council

#### **III. DELEGATION OF AUTHORITY**

Pursuant to City of Chino Hills Municipal Code Sections 3.12.010 et seq, the City Treasurer is authorized to invest the City's Funds in accordance with California Government Code Sections 53600 et seq, 16429.1 and 53684.<sup>1/</sup> Under section 53607,

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<sup>1/</sup>All subsequent references to code sections refer to the California Government Code unless otherwise indicated.

the City Council may annually, but not later than June 30<sup>th</sup> of a fiscal year, delegate to the City Treasurer (the "Treasurer") the responsibility for investing the City's funds for the upcoming fiscal year.

Where the City Council delegates the responsibility for investing the City's funds to the Treasurer, the Treasurer is absent or otherwise unavailable to make investments, the Treasurer delegates those responsibilities to the Assistant Finance Director. Investments made by the Assistant Finance Director will be restricted to the State Pool ("LAIF"), the County of Los Angeles Investment Pool, or to securities maturing within six months. Prior to investing in securities, the Assistant Finance Director will consider the cash flow requirements of the City and may invest in securities maturing over six months if directed by the Treasurer in writing or verbally, if confirmed in writing within 30 days. The Treasurer may delegate to subordinates the execution of daily investment transactions. These investment transactions shall be approved by the Treasurer.

If the City Council has not delegated the responsibility for investing the City's funds to the Treasurer, the City Council may authorize the delegation of investment authority to an outside investment adviser that is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

#### **IV. PRUDENCE**

All investments purchased shall have daily liquidity or a final stated maturity date, upon which the full principal value of the security will be received. Although the investment will mature at full principal value, it is recognized that the market will vary throughout the life of the security. In a diversified portfolio it must be further recognized that occasional measured losses are inevitable in a diversified portfolio due to economic, bond market, or individual security credit analysis. These occasional losses must be evaluated and considered within the context of the overall investment return.

The "Prudent Investor" standard shall be applied in the context of managing the Funds. The Treasurer and other investment employees, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

#### **V. OBJECTIVES**

The objective of the investment portfolio is to meet the short and long-term cash flow demands of the City. To achieve this objective, the portfolio will be structured to provide Safety of Principal and Liquidity, while then providing a Return on Investments. The following criteria, in priority order, shall govern all investment decisions.

A. Safety of Principal

Investments of the City shall be undertaken in a manner that seeks to ensure that capital losses are minimized, whether from institution default, broker-dealer default, or erosion of the market value of securities. The City shall seek to preserve principal by mitigating the two types of risk in order of importance: credit risk and market risk.

1. Credit Risk. Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by purchasing Treasuries or high-grade securities. All investments beyond Treasury securities will be diversified so that the failure of any one issuer would not unduly harm the City's cash flow. Credit risk shall also be mitigated by pre-qualifying financial institutions, broker/dealers, intermediaries and advisors with which the City does business.
2. Market or Interest Rate Risk. Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by structuring the Funds so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and by investing operating funds primarily in shorter-term securities. The cash flow is updated on a daily basis and will be considered prior to the investment of securities, which will reduce the necessity to sell investments for liquidity purposes. Long-term securities shall not be purchased for the sole purpose of short-term speculation. Securities shall not be sold prior to maturity with the following exceptions: 1) a declining credit security would be sold early to minimize loss of principal, 2) a security swap would improve the quality, yield, or target duration in the portfolio, or 3) liquidity needs of the portfolio require that the security be sold. Purchases of investments will be restricted to securities with a final stated maturity not to exceed five years.

B. Liquidity

The Funds shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the Funds will maintain a liquidity buffer and invest primarily in securities with active secondary or resale markets (dynamic liquidity).

C. Return on Investments

The Funds shall be designed to attain a return on investments through budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the

safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

The Treasurer and other employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Treasurer and investment employees shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. The Treasurer and investment employees are required to file annual disclosure statements as required by the Fair Political Practices Commission (FPPC). During the course of the year, if there is an event subject to disclosure that could impair the ability of the Treasurer or investment employees to make impartial decisions, the City Council will be notified in writing within 10 days of the event.

## **VII. SAFEKEEPING OF SECURITIES**

To protect against fraud, embezzlement, or losses caused by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by the City's custodial bank, a third party bank trust department, acting as agent for the City under the terms of a custody agreement. Such custodial bank must be a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System. Collateral for repurchase agreements will be held by a third party custodian under the terms of a Public Securities Association ("PSA") master repurchase agreement. All securities will be received and delivered using standard delivery versus payment ("DVP") procedures which ensures that securities are deposited with the third party custodian prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

Investments in the State Pool or money market mutual funds are undeliverable and are not subject to delivery or third party safekeeping. The Treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Treasurer.

On a daily basis, investment trades shall be verified against the bank transactions and broker confirmation tickets to ensure accuracy. On a monthly basis, the custodial asset statement shall be reconciled with the month end portfolio holdings. On an annual basis, the external auditor confirms investment holdings.

## **VIII. REPORTING**

In accordance with amended Section 53646 of the Government Code, effective January 1, 1996, the Treasurer will annually render to the City Council not later than June 30<sup>th</sup> of each fiscal year, a statement of investment policy. The policy shall be reviewed on an annual basis by the Treasurer. Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such moneys shall be reinvested only as provided by this policy.

Pursuant to Section 53607 and Section 53646 of the Government Code, the Treasurer shall render a report to the City Council and City Manager, containing detailed information on all securities, investments, and moneys of the City. The report will be submitted on a monthly basis and be provided to the Council within 30 days following the end of the month.

The report will contain the following information on the funds that are subject to this investment policy: 1) the type of investment, name of the insurer, date of maturity, par and cost in each investment, 2) any investments, including loans and security lending programs, that are under the management of contracted parties, 3) the market value and source of the valuation, 4) a description of the compliance with the statement of investment policy, and 5) a statement denoting the City's ability to meet its pool's expenditure requirements for the next six months.

To the extent the City has funds invested with county investment pools, the Treasurer shall request copies of all the investment reports generated by the counties pursuant to Government Code Section 27133 and the annual audit required by Government Code Section 27134. The investment report shall reflect a summary of these reports and audits.

## **IX. INTERNAL CONTROLS**

The Treasurer shall develop a system of internal investment controls and a segregation of responsibilities of investment functions in order to assure an adequate system of internal control over the investment function. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected.

## **X. EXTERNAL AUDIT**

On at least an annual basis the City shall have an external auditor review the City's investments and provide an opinion to the City respecting the City's compliance with this Investment Policy.

## **XI. QUALIFIED DEALERS AND INSTITUTIONS**

The City shall transact business only with banks, savings and loans, and registered investment securities dealers. The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designed as a Primary Government Dealer by the Federal Reserve Bank. The Treasurer's staff shall review all institutions which wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in this Investment Policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide a current audited financial statement and complete the appropriate City questionnaire (See Attachment "A" and Attachment "B").

## **XII. COLLATERAL REQUIREMENTS**

California Government Code, Sections 53652 through 53667 requires depositories to post certain types and levels of collateral for public funds above the Federal Deposit Insurance Corporation ("FDIC") insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit). The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. State law also allows as an eligible security, first trust deeds having a value of 150% of the total amount of the deposits. A third class of collateral is letter of credit drawn on the Federal Home Loan Bank (FHLB).

From time to time certain institutions ask to reduce the existing certificate of deposit to below the federally insured limit. This is requested in order that the accrued interest on the deposit will also be insured. It is to the City's advantage to reduce the principal deposit to the lower level for full insurance coverage of principal and accrued interest if the financial institution requests the reduction and if there is no penalty assessed for the reduction. If funds are to be collateralized, the collateral we accept is 110% of the deposit in government securities.

Collateral is also required for repurchase agreements. The collateral level shall be valued daily and must be maintained at a level of 102% for the life of the repurchase agreement.

## **XIII. AUTHORIZED INVESTMENTS**

The investments set forth in this section are authorized investments pursuant to Section 53601 of the Government Code and are authorized investments for the City subject, however, to the prohibitions set forth in Section XIV of this Investment Policy.

- (a) Bonds issued by the City, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City. The maximum maturity for these investments is five (5) years.
- (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. The maximum maturity for these investments is five (5) years.
- (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. The maximum maturity for these investments is five (5) years.
- (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The maximum maturity for these investments is five (5) years.
- (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. The maximum maturity for these investments is five (5) years.
- (f) Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprises (see Section XIV for prohibited investments in Small Business Administration Notes). The maximum maturity for these investments is five (5) years.
- (g) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Purchases of bankers' acceptances shall not exceed 180 days maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section (see Section XIV for prohibited investments in bankers' acceptances).

- (h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO), such as Moody's Investors Service, Inc. (Moody's), Standard and Poor's Corporation (S&P) or Fitch Financial Services, Inc. (Fitch). Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "A" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by an NRSRO. Purchases of eligible commercial paper may not exceed 270 days maturity. Investments in commercial paper are subject to the following concentration limits: (1) No more than 25 percent of the City's surplus money may be invested in eligible commercial paper, (2) No more than 10 percent of the City's surplus money may be invested in any one issuer's commercial paper. (See Section XIV for prohibited investments in commercial paper).
- (i) Non-negotiable time deposits collateralized in accordance with the California Government Code, in those banks and savings and loan associations which meet the requirements for investment in negotiable certificates of deposit. This category also includes non-negotiable certificates placed through a nationally or state chartered commercial bank, savings bank, and savings and loan associations, provided that the full principal and interest accrual is insured by the Federal Deposit Insurance Corporation (FDIC), pursuant to California Government Code Section 53601.8. These fully FDIC insured certificates of deposit shall have a maximum maturity of 5 years and will be limited to 30 percent of the City's portfolio. (See Section XIV for prohibited investments in certificates of deposit).
- (j) Negotiable certificates of deposits issued by a nationally or state-chartered bank or a state or federal association (as defined by Section 5102 of the Financial Code) or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposits do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The maximum maturity for these investments is five (5) years.
- (k) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, so long as the agreements are subject to this subdivision, including, the delivery requirements specified in this section (see Section XIV for prohibited investments in reverse repurchase agreements).
- (2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those

securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or security lending agreements may be utilized only when all of the following conditions are met:

- A. The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the City for a minimum of 30 days prior to sale.
- B. The total of all reverse repurchase agreements and securities lending agreements on investments owned by the City does not exceed 20 percent of the base value of the portfolio.
- C. The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
- D. Funds obtained or funds with the pool of an equivalent amount to that obtained from selling a security to a counter party using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the City sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the City Council and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or State-chartered bank that has or has had a significant banking relationship with the City. (See Section XIV for prohibited investments in reverse repurchase agreements).

(5) (A) "Repurchase agreement" means a purchase of securities by the City pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the

counterparty will deliver the underlying securities to the City by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

(B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) "Reverse repurchase agreement" means a sale of securities by the City pursuant to an agreement by which the City will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) "Securities lending agreement" means an agreement under which the City agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the City. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the City in return for the collateral.

(E) For purposes of this section, the base value of the City's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements or security lending agreements or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

- (l) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed 30 percent of the City's moneys that may be invested pursuant to this section (see Section XIV for prohibited investments in medium term corporate notes). The maximum maturity for these investments is five (5) years.
- (m) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o) inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). To be eligible for investment pursuant to this subdivision, these companies shall either:

- (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
  - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q) inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).
- (2) Shares of benefit interest issued by diversified management companies that are money market fund registered with Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. sec. 80a-1 et seq). To be eligible for investment pursuant to this subdivision, these companies shall either:
  - (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSRO's.
  - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).
- (3) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the City's moneys that may be invested pursuant to this section. However, no more than 10 percent of the City's funds may be invested in shares of beneficial interest of any one mutual fund.
- (n) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of the City, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the City providing for the issuance.
- (o) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing City deposits having a market value at least equal to that required by Section 53652 for the purpose of securing City deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest

shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted. The maximum maturity for these investments is five (5) years.

- (p) A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the City's moneys that may be invested pursuant to this section (see Section XIV for prohibited investments in mortgage backed securities).
- (q) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
  - (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  - (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
  - (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- (r) State and County investment pools are defined as the State of California Local Agency Investment Fund and the Los Angeles County Pooled Funds of Investments in this Investment Policy.
- (s) Supranational Securities that are unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by a NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. (See Section XIV for prohibited investments in supranational securities).

#### **XIV. PROHIBITED INVESTMENTS AND TRANSACTIONS**

- (a) The City shall not invest any funds in inverse floaters, range notes, or mortgage derived, interest-only strips.
- (b) The City shall not invest any funds in any security that could result in zero interest accrual if held to maturity. However, the City may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to City investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, and following) that are authorized for investment pursuant to subdivision (m) of Section XIII, above.
- (c) No credit union may act as a selected depository institution under Section 53601.8 or Section 53635.8 for certificates of deposit.
- (d) The City shall not purchase or sell securities on margin.
- (e) The following types of investments shall not be directly used by the City:
  - (i) Federal Agency Issues: Guaranteed Small Business Administration (SBA) Notes.
  - (ii) Bankers Acceptances
  - (iii) Commercial Paper
  - (iv) Reverse Repurchase Agreements
  - (v) Mortgage-Backed Securities

However, it is acknowledged that investment pools in which the City invests may invest funds in the securities set forth in this subdivision (e).

- (f) The City shall not invest in Supranational Securities that are unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB).

#### **XV. DEFERRED COMPENSATION PLAN**

The City offers a deferred compensation plan (Plan) to its employees and has contracted with certain providers to offer investment options in which the employees may invest their contributions to the Plan. The Plan is established in accordance with Section 457 of the Internal Revenue Code (I.R.C). Currently, the assets of the deferred compensation plan are held in the deferred compensation plan trust for the exclusive benefit of the plan's participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The City of Chino Hills serves as the trustee. The

trustee's beneficial ownership of plan assets held in the deferred compensation plan trust shall be held for the further exclusive benefit of the plan participants and their beneficiaries. However, in accordance with the Plan, the employees have the exclusive responsibility to choose in which investments their contributions will be deposited. The City does not have any responsibility in selecting any investment options offered by the providers. The restrictions on investments contained within this Statement of Investment Policy do not apply to the deposits and investments made in accordance with the Plan. The Plan deposits and investments are governed by I.R.C. Section 457 and the provisions of the Plan, the contracts with the Plan providers, and the prospectus of the issuers of the various investment products offered by the Plan providers. Additionally, the plan deposits are governed by Section 17 of Article XVI of the California Constitution and Section 53609 of the Government Code.

#### **XVI. MONEY PURCHASE PLAN**

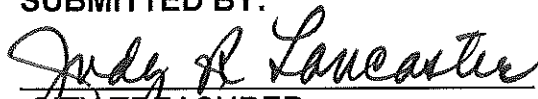
The City offers a Money Purchase Plan (MPP) to its employees and has contracted with certain providers to offer investment options in which the employees may invest their contributions to the MPP. The MPP is established in accordance with Section 401(a) of the Internal Revenue Code. Currently, Section 401(a) provides that the assets contributed to the MPP by the City's employees are immediately 100% vested to the contributor. Pursuant to the MPP, the employees have the exclusive responsibility to choose in which investments their contributions will be deposited. The City does not have any responsibility in selecting any investment options offered by the providers. The restrictions on investments contained within this Statement of Investment Policy do not apply to the deposits and investments made in accordance with the MPP. The MPP deposits and investments are governed by I.R.C. Section 401(a) and the provisions of the MPP, the contracts with the MPP providers, and the prospectus of the issuers of the various investment products offered by the MPP providers.

#### **XVII. POLICY REVIEW**

This Investment Policy shall be reviewed at least annually by the Treasurer and City Council to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law, financial and economic trends, and to meet the needs of the City.

**AMENDED:** June 14, 2016

**SUBMITTED BY:**

  
CITY TREASURER

## CITY OF CHINO HILLS CITY TREASURER INVESTMENT PORTFOLIO GUIDELINES

These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

1.    Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures and a review of the scheduled investment maturities to ensure that adequate cash will be available to meet the disbursement requirements.
2.    Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated according to fund cash and investment balances.
3.    Diversification. Diversification will be used as a tool to control risk.
4.    Competitive Bids. Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, when practical.
5.    Authorized Institutions. Investment transactions will only be executed with previously approved brokers-dealers, banks, and savings and loans. A list of these institutions shall be authorized and maintained by the Treasurer.
6.    Certificate of Deposit Evaluation.
  - (a)   Time Certificates of Deposit (TCD) shall be evaluated in terms of financial strength. For deposits in excess of the FDIC insured maximum of \$250,000 approved collateral shall be required, as specified by California Government Code Section 53652, 53651, and 53661.
  - (b)   Negotiable Certificate of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized promissory notes.
7.    Investment Transaction. Every investment transaction must be reviewed and authorized by the Treasurer. In the absence of the Treasurer, the authority to review and authorize investment transactions is delegated to the Assistant Finance Director, within the scope outlined in the Investment Policy.

The daily investment transactions may be delegated to the Assistant Finance Director, Accounting Supervisor, or one of the Department's Accountants. All investment transactions will be reviewed and approved by the Finance Department's Accountant who is not responsible for the daily investment activity.

Following the Accountant's review and approval, the Finance Director will review and approve the investment transactions.

8. Safekeeping. Securities purchased from broker-dealers shall be held at the City's custodial bank. Repurchase agreement collateral will be held at a tri-party custodial bank and valued daily.
9. Strategy. Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The Treasurer uses the following elements in developing strategy.
  - (a) Economic Forecast. Economic forecast information developed by economists and financial experts and obtained through bankers, brokers, financial databases, periodicals and universities are used to assist the Treasurer with the formulation of an investment strategy for the City.
  - (b) Investment Implementation. Execute only investment transactions which conform with anticipated cash flow requirements, economic condition and interest rate trends and are consistent with the established Investment Policy Statement.
  - (c) Rapport. A close working relationship with City Departments such as Finance, Utilities, Capital Projects Team, and all other Departments having a significant impact on cash flow, is maintained in order to maximize the efficiency of the City's cash management system and establish cash flow requirements.

**CITY OF CHINO HILLS  
OFFICE OF THE CITY TREASURER  
BANK/SAVINGS AND LOAN QUESTIONNAIRE AND CERTIFICATION**

- 1 Name of Firm: \_\_\_\_\_
- 2 Address: \_\_\_\_\_
- 3 Telephone No. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Local) (Nat. Headquarters)
- 4 Primary Representative: \_\_\_\_\_ Manager: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Tel. No. ( ) \_\_\_\_\_ Tel. No. ( ) \_\_\_\_\_
- 5 What are the Total Assets of the Bank/Savings and Loan?  
\_\_\_\_\_
- 6 What is the current Net Worth Ratio of your institution?  
\_\_\_\_\_
- 7 What was the Net Worth Ratio for the Previous Year?  
\_\_\_\_\_
- 8 What is your required Capital Ratios?  
A. Tangible Capital Ratio \_\_\_\_\_  
B. Core Capital Ratio \_\_\_\_\_  
C. Risk-Based Capital Ratio \_\_\_\_\_
- 9 What are your Ratings (i.e., S&P, Moody's, Thompson, Fitch)?  
\_\_\_\_\_

- 10 What is the date of your Fiscal Year-End? \_\_\_\_\_
- A. Has there been a year during the past three years in which the Bank/Savings and Loan did not make a profit?  
\_\_\_\_\_
- 11 Have you read the California Government Code Section 53630 through 53684 pertaining to the State's requirements governing the deposit of monies by Local Agencies which includes Cities? ☐ YES ☐ NO
- 12 Amounts above the FDIC insurance coverage must be collateralized as specified in the Government Code. Where is the collateral for Deposits held?  
\_\_\_\_\_
- Has there ever been a failure to fully collateralize? If Yes, please attach explanation.
- 13 What is the education level of the Primary Contact(s)?  
\_\_\_\_\_
- 14 How many years of related experience does the Primary Contact(s) have?  
\_\_\_\_\_
- 15 What transaction documents and reports would we receive?  
\_\_\_\_\_
- 16 What information would you provide to our City Treasurer?  
\_\_\_\_\_
- 17 Describe the precautions taken by your Bank/Savings and Loan to protect the interest of the public when dealing with government agencies as depositors or investors.  
\_\_\_\_\_
- 18 Please provide your Contract of Deposit of Moneys pre-signed and sealed by your institution, as well as, any signature cards that you may require.
- 19 Please provide your Wiring Instructions: \_\_\_\_\_  
\_\_\_\_\_

- 20 Please provide your Bank/Savings and Loan most recent certified financial statement. In addition, an audited financial statement must be provided within 120 days of your fiscal year-end.

**- CERTIFICATION -**

I hereby certify that I have personally read City of Chino Hills Investment Policy and the California Government Codes pertaining to the investments and deposits of the City of Chino Hills, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Chino Hills. **I understand however, that our firm is not obligated to monitor the percentage limits on the investments as described in the policy.** All sales personnel will be routinely informed of City of Chino Hills' investment objectives, horizon, outlook, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing City of Chino Hills Investment Officers of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

**NOTE:** Completion of Questionnaire is only part of City of Chino Hills Certification process and **DOES NOT** guarantee that the applicant will be approved to do business with the City of Chino Hills.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY OF CHINO HILLS  
OFFICE OF THE CITY TREASURER  
BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION**

- 1 Name of Firm \_\_\_\_\_
- 2 Address \_\_\_\_\_  
\_\_\_\_\_  
(Local) (Nat. Headquarters)
- 3 Tel. No. ( ) \_\_\_\_\_ Tel. No. ( ) \_\_\_\_\_  
(Local) (Nat. Headquarters)
- 4 Primary Representative: Manager/Partner-in-Charge:  
  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Tel. No. ( ) \_\_\_\_\_ Tel. No. ( ) \_\_\_\_\_  
No. of Years in Institutional No. of Years in Institutional  
Sales: \_\_\_\_\_ Sales: \_\_\_\_\_  
No. of Years with Firm: \_\_\_\_\_ No. of Years with Firm: \_\_\_\_\_
- 5 Are you a Primary Dealer in U.S. Government Securities?  
[ ] YES [ ] NO
- 6 Are you a Regional Dealer U.S. Government Securities?  
[ ] YES [ ] NO
- 7 Are you a Broker instead of a Dealer, i.e., You DO NOT own positions of securities?  
[ ] YES [ ] NO
- 8 Are you NASD certified and licensed to sell in California municipalities?  
[ ] YES [ ] NO
- 9 What is the net capitalization of your firm?  
\_\_\_\_\_
- 10 What is the date of your Firm's fiscal year-end?  
\_\_\_\_\_
- 11 Is your Firm owned by a Holding Company? If so, what is its name and net capitalization? \_\_\_\_\_

- 12 Please provide your Wiring and Delivery Instructions:  
\_\_\_\_\_
- 13 Which of the following instruments are offered regularly by your local desk?
- ☐ T-Bills      ☐ Treasury Notes/Bonds      ☐ Discount Notes  
☐ NCD'S      ☐ Agencies (specify) \_\_\_\_\_  
☐ BAs (Domestic)      ☐ BAs (Foreign)      ☐ Mid-Term Notes  
☐ Commercial Paper      ☐ Repurchase Agreements  
☐ Reverse Agreements
- 14 Which of the above does your Firm specialize in Marketing?  
\_\_\_\_\_
- 15 Please identify your most directly comparable City Local Agency clients in our geographical area.
- | <u>Entity</u> | <u>Contact Person</u> | <u>Telephone No.</u> | <u>Client Since</u> |
|---------------|-----------------------|----------------------|---------------------|
| _____         |                       |                      |                     |
| _____         |                       |                      |                     |
| _____         |                       |                      |                     |
- 16 What reports, transactions, confirmations and paper trail would we receive?  
\_\_\_\_\_
- 17 Please include samples of research reports or market information that your Firm regularly provides to local agency clients.
- 18 What precautions are taken by your Firm to protect the interest of the public when dealing with government agencies as investors.  
\_\_\_\_\_
- 19 Have you or your Firm been censored or punished by a Regulatory State or Federal Agency for improper or fraudulent activities, related to the sale of securities?  
☐ YES      ☐ NO
- 20 If yes, please explain. \_\_\_\_\_
- 21 Attach certified documentation of your capital adequacy and financial solvency. In addition, an audited financial statement must be provided within 120 days of your fiscal year-end.

**- CERTIFICATION -**

I hereby certify that I have personally read City of Chino Hills Investment Policy and the California Government Codes pertaining to the investments and deposits of the City of Chino Hills, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Chino Hills. **I understand however, that our firm is not obligated to monitor the percentage limits on the investments as described in the policy.** All sales personnel will be routinely informed of City of Chino Hills' investment objectives, horizon, outlook, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing City of Chino Hills Investment Officers of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

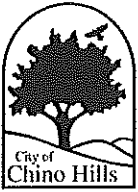
**NOTE: Completion of Questionnaire is only part of City of Chino Hills Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City of Chino Hills.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Person in charge of government securities operations.)

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A17

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PURCHASE ORDER FOR AUTOMATED WATER TREATMENT

### RECOMMENDATION:

Authorize the Issuance of a Purchase Order with Automated Water Treatment, in an amount not-to-exceed \$35,000, for parts and supplies.

### BACKGROUND/ANALYSIS:

The City is required by the State Water Resources Control Board to provide a minimum residual of chlorine in the potable water system. In order to meet the requirement, the City installed Accu-Tab chlorination stations, which automate the dispensing of chlorine into the water system.

The stations are warranted for use of Accu-Tab tablets and other tablets are not recommended. The purchases through Automated Water Treatment are considered a Sole Source as defined in the City's Procurement Policy. The Accu-Tab authorized distributor for California is Automated Water Treatment.

An agreement for servicing of equipment and purchase of Accu-Tablets through Automated Water Treatment will ensure the water system meets State requirements.

### REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

### CEQA REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code § 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations § 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment because it solely provides authorization for the purchase of supplies. Consequently, the subject activity is statutorily exempt from further CEQA review under California Code of Regulations Title 14, § 15273.

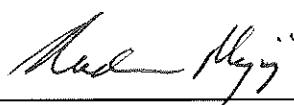
FISCAL IMPACT:

The purchase order amount requested is within the budgeted amount in the FY 2016/17 Water Operations Fund for Water Production.

Respectfully submitted,

Recommended by:

  
\_\_\_\_\_  
Konradt Bartlam, City Manager

  
\_\_\_\_\_  
Nadeem Majaj, P.E., Public Works Director

KB/NM/MW/CY/mh

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: A18

Public Hearing: ☐

Discussion Item: ☒

Consent Item: ☐

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: SOUTHERN CALIFORNIA EDISON TEHACHAPI RENEWABLE ENERGY PROJECT CONDEMNATION COMPLAINT FOR WESTERN TRANSITION STATION AND NON-STREET PROPERTY LOCATED WITHIN THE TRTP/CHUG CORRIDOR

### RECOMMENDATION:

Discuss and provide direction as to whether to agree to terms of Southern California Edison's (SCE's) condemnation complaint as proposed or engage in court process to modify the terms.

### BACKGROUND/ANALYSIS:

On July 11, 2013, the California Public Utilities Commission (CPUC) issued a final decision in the Tehachapi Renewable Transmission Project (TRTP) that granted the undergrounding proposal of the City of Chino Hills. The "Decision" was approved on a close 3-2 vote and held that the burden imposed on Chino Hills by the overhead lines was unfair and contrary to community values.

However, this victory for Chino Hills came with a number of costs. Among these costs, the CPUC required the City to make a "financial commitment" to minimize the total additional cost of an underground option as compared to the project initially approved for Segment 8A on the ratepayers. The promised financial contribution included:

1. Western Transition Station property, transferred in fee to SCE;
2. Right-of-Way (ROW) property under Segment 8A of the TRTP transferred in fee to SCE. (SCE owns an easement over the ROW property for electric transmission lines, but the City owns fee title to approximately two-thirds of the ROW within the City limits);
3. Eastern Transition Station property (Old City Yard), transferred in fee to SCE.

The City and SCE entered into a Right-Of-Entry agreement in February of 2014 to allow SCE to construct the Chino Hills Underground corridor (CHUG) and the Western Transition Station while SCE and the City negotiated the terms of the transfer. SCE and the City have worked through a number of logistical issues in transferring the property.

The mechanism that legal counsel for SCE and the City have agreed to for this transfer of property is a condemnation complaint process. SCE plans to file the complaint for the Western Transition Station property and the non-street ROW shortly. (The complaints for the Eastern transition station and for the ROW property that is crossed by City streets will be handled in separate complaints.)

SCE has informed the City that once CHUG is complete, SCE will fence the entire alignment of CHUG, except for the City's reserved easement areas described below.

The complaint has not been finalized, but City staff now requests direction as to whether to accept SCE's proposed complaint and accept all terms, or object to any of the terms. Some of the more significant terms are as follows:

- **Payment for Additional Land for Western Transition Station** - When final engineering was completed, an additional 9 acres was required over the 2.9 acres originally ordered transferred by CPUC. SCE agreed to pay the City a fair market value for this additional 9 acres. An agreement to determine the valuation process is being developed.
- **Multi-Purpose Trail Easements** - SCE agreed to reserve easements to the City for the City's existing multi-purpose trails as they cross over CHUG.
- **City Water Line Easements** - SCE agreed to reserve easements for various water lines that cross CHUG. If the City needs to repair any utilities more than 10 inches deep, the City must first obtain SCE's prior written consent, which cannot be unreasonably withheld, conditioned, or delayed. Consent shall not be required for limited excavations less than ten (10) inches in depth. For excavations exceeding ten (10) inches in depth, the City must also provide a reasonable opportunity for the presence of an Edison monitor onsite during such excavations.
- **Access Easements** - SCE agreed to provide an access easement for maintaining a detention basin near Canon Lane and an access easement along the southern edge of the CHUG alignment for approximately 1200 feet east of Calle Madrid to maintain landscaping (outside of CHUG) on the northern slope to the rear of houses along Paseo Del Palacio.
- **Drainage Structures and slopes constructed on City Property.** At the west end of the City, SCE constructed slopes and drainage ditches on City property under the Right of Entry Agreement. The City has requested that SCE "keep and maintain all permanent access easements and surrounding slopes that support such access easements, including any drainage structures, at its own expense." Preliminarily, SCE has agreed to this language.
- **Hope for the Hills Park** - From the outset of City staff's negotiations with SCE, the City requested access over CHUG at Hope for the Hills Park (formerly Coral Ridge Park) to the tennis courts and green space on the other side. An aerial photograph of the park and the CHUG parcel that will be deeded to SCE, bisecting the park, is attached as Exhibit A. City staff is concerned that splitting the park in two will cause significant disruption to the community. SCE expresses concern that it does not want to allow the public to travel across a swath of unprotected green space over CHUG. City staff modified its request to seek only a fenced-in pathway over CHUG property because it does not appear any riskier than the streets and multi-purpose trails that SCE is already allowing over CHUG. SCE has indicated it may consider such a pathway in a couple of years once CHUG has operated safely, but while CHUG begins operations SCE does not want to allow anymore traversing

easements over CHUG than it already has. Further, SCE notes that access to the other side of the park can be obtained by walking along Avenida Cabrillo.

REVIEW BY OTHERS:

This item has been reviewed by the Community Services, Engineering, Finance, Public Works Departments, and the City Attorney's Office.

FISCAL IMPACT:

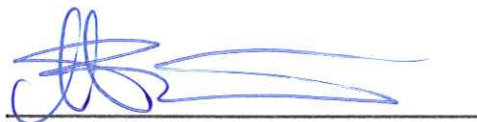
The City is transferring the majority of property to SCE without compensation. The City will receive fair market compensation for the 9 acres of open space property necessary for the Western Transition Station.

ENVIRONMENTAL REVIEW:

The condemnation of the ROW and the transfer of property for the Western Transition Station was an element of the projects considered in the TRTP proceedings at the CPUC in the Addendum to the Final Environmental Impact Statement/ Environmental Impact Report ("FEIS/EIR") for CPUC Application 07-06-031 certified prior to the CPUC's Decision. (See pages A.3-108 and 109 of the Addendum and page 3.15-78 of the FEIS/EIR.) One of the factors studied was whether TRTP/CHUG would "directly or indirectly disrupt or preclude activities in established federal, State or local recreation areas." In this context, both the EIR and Addendum looked at the impacts on Coral Ridge Park (now renamed Hope for the Hills), noting that the proposed project traverses the park. The EIR and Addendum, however, only viewed any impacts as temporary, occurring during construction and possibly during maintenance activities. There was no assessment of the impact based on permanent bisection of the park (i.e., residents would not be allowed to traverse the ROW). In other words, what SCE is proposing, was not contemplated when the FEIS/EIR and Addendum were prepared, so there are no associated mitigation measures and it appears to be outside the scope of the FEIS/EIR. Therefore, if SCE continues to oppose a pathway, arguably additional environmental review will be required and appropriate mitigation measures adopted.

Respectfully submitted,

Recommended by:



Konradt Bartlam  
City Manager



Mark D. Hensley  
City Attorney

KB:MH:EMC:ssr

Attachments:

Exhibit "A" – Hope for the Hills Park Aerial with CHUG Corridor Overlay

# Exhibit A

## Hope for the Hills Park



Document Path: I:\Exhibits & Projects\TRTP Hope for the Hills Park\Exhibit A.mxd

Date: 06-14-2016

**CM2016-040**  
Item No.: B01




*City Manager*

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## MEMORANDUM

DATE: June 8, 2016

TO: Honorable Mayor and City Council

FROM: Konradt Bartlam, City Manager 

RE: **PLANNING COMMISSION ACTION REGARDING AGENDA ITEM 7A –  
CONDITIONAL USE PERMIT NO. 14CUP02 TO ALLOW THE  
INSTALLATION OF A VERIZON WIRELESS TELECOMMUNICATION  
FACILITY (MONOPINE) WITHIN THE SOUTHERN CALIFORNIA  
EDISON SUBSTATION LOCATED ON THE SOUTHWEST CORNER OF  
ENGLISH ROAD AND PEYTON DRIVE**

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At their meeting on June 7, 2016, the Planning Commission conducted a public hearing to consider a request from the applicant to grant Conditional Use Permit 14CUP02.

The Conditional Use Permit would allow Verizon Wireless to construct and operate a wireless communications facility consisting 50 foot tall monopine with the following components: 12 wireless panel antennas (4 per sector), 2 parabolic dish antennas; 3 junction boxes, 3 GPS wireless antennas mounted on a chain link fence for the wireless facility; 5 new outdoor equipment cabinets; and a new 200 amp dedicated electrical service meter and 15KW DC Generator. The project would be located within a 463 sq. ft. lease area enclosed by an 8 foot high chain link fence with a 4 foot wide gate within the existing SCE substation facility. The frontage area on Peyton Drive is proposed to be planted with trees and shrubs. The wireless facility proposes to improve Verizon's wireless coverage and services in the vicinity of Peyton Drive and English Road. Staff indicated that the wireless facility met the setback requirements for the zoning district and that, per negotiations with the applicant, landscaping including trees, shrubs and flowers will be installed along Peyton Drive.

The applicant will be responsible for installation of the landscaping within the existing dirt path that fronts Peyton Drive, the cost of connection to the existing water meter and any irrigation costs associated with water used for landscape maintenance. Prior to issuance of building permits, SCE shall grant a maintenance easement to the City for the purpose of maintaining the 1,634 sq.ft. landscaped area. The cost to the City for maintaining the landscape by the City will be nominal and a trade-off for an improved streetscape.

There was one public speaker (Randi Newton, the applicant's representative) for this item. The Planning Commission inquired about screening the Southern California Edison Transmission station with a block wall or tall hedge. Ms. Newton explained that for safety and security reasons this substation could not be screened with a wall and/or landscaping that would obscure visibility into the substation site.

By a unanimous vote of 5-0, the Planning Commission adopted a resolution approving the following: Conditional Use Permit 14CUP02, for the installation of a Verizon wireless telecommunication facility on the southwest corner of English Road and Peyton Drive and finding that the project is exempt from review under the California Environmental Quality Act.

KB:JL:KZ:ssr



# PLANNING COMMISSION AGENDA STAFF REPORT

Meeting Date: June 7, 2016

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

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May 31, 2016

Agenda Item No.: 7a.

TO: CHAIRMAN AND PLANNING COMMISSIONERS  
FROM: JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR  
SUBJECT: CONDITIONAL USE PERMIT NO. 14CUP02 TO ALLOW THE INSTALLATION OF A VERIZON WIRELESS TELECOMMUNICATION FACILITY (MONOPINE) WITHIN THE SOUTHERN CALIFORNIA EDISON SUBSTATION LOCATED ON THE SOUTHWEST CORNER OF ENGLISH ROAD AND PEYTON DRIVE.

## EXECUTIVE SUMMARY

The applicant, Spectrum Services, Inc., the representative for Verizon Wireless, is requesting approval of Conditional Use Permit No. 14CUP02 to allow the installation of a new wireless telecommunication facility on the southwest corner of English Road and Peyton Drive (Exhibit "B"). The project consists of the installation of a 50 foot tall wireless telecommunication facility (monopine) with the following components:

- Twelve (12) wireless panel antennas (4 per sector), (7.1" depth x 11.9" width x 96.0" height);
- Twelve (12) remote radio units (RRUs) with expansion modules (4 per sector) (11" depth x 1'-6" width x 1'-8" height);
- Two (2) parabolic antennas (2' and 4' in diameter);
- Three (3) junction boxes (10.3" depth, 15.73" width, 28.9" height)
- Three (3) GPS wireless antennas mounted on a chain link fence for the wireless facility;
- Five (5) new outdoor equipment cabinets;
- Coaxial/hyberflex cable that runs from the radios to the antennas; and
- A new 200 amp dedicated electrical service meter and 15KW DC Generator with a 54 gallon diesel tank on the ground.

The wireless telecommunication facility would occupy a 463 square foot lease area within an existing Southern California Edison (SCE) substation. The wireless facility would be enclosed by a 6 foot high chain link fence with a 4 foot wide gate. In order to improve the aesthetics of the corner of English Road and Peyton Drive, the applicant will install landscaping (flowers, shrubs and trees) within the dirt path adjacent to the SCE chain link fence facing Peyton Drive and English Road (Exhibit B). The proposed wireless facility proposes to improve Verizon Wireless' personal communication services (PCS) and wireless telecommunications network in the surrounding area.

SUBJECT:       CONDITIONAL USE PERMIT NO. 14CUP02 FOR VERIZON WIRELESS AT  
                  SOUTHWEST CORNER OF ENGLISH ROAD AND PEYTON DRIVE.

## RECOMMENDATION

Staff recommends that the Planning Commission adopt the attached resolution approving Conditional Use Permit No. 14CUP02 based on the findings of facts as listed in the attached Resolution, and subject to the Conditions of Approval (Exhibit A).

## PROJECT:

CASE NO.:           Conditional Use Permit No. 14CUP02

APPLICANT:        Verizon Wireless  
                      15505 Sand Canyon Avenue  
                      Building D, 1<sup>st</sup> Floor  
                      Irvine, CA 92618

APPLICANT REP:   Spectrum Services, Inc.  
                      4405 E. Airport Drive, Suite100  
                      Ontario, CA 91761

LOCATION:           Southwest corner of English Road and Peyton Drive (SCE  
                      Substation)

## SITE DESCRIPTION

Project Area:       2.15 acre

Existing Land Use:   Southern California Edison Substation (SCE)

General Plan:       Institutional/Public Facility

Zoning:             Institutional Public (I-2)

Overlay District:    Not Applicable

Sewer Service:       Not Applicable

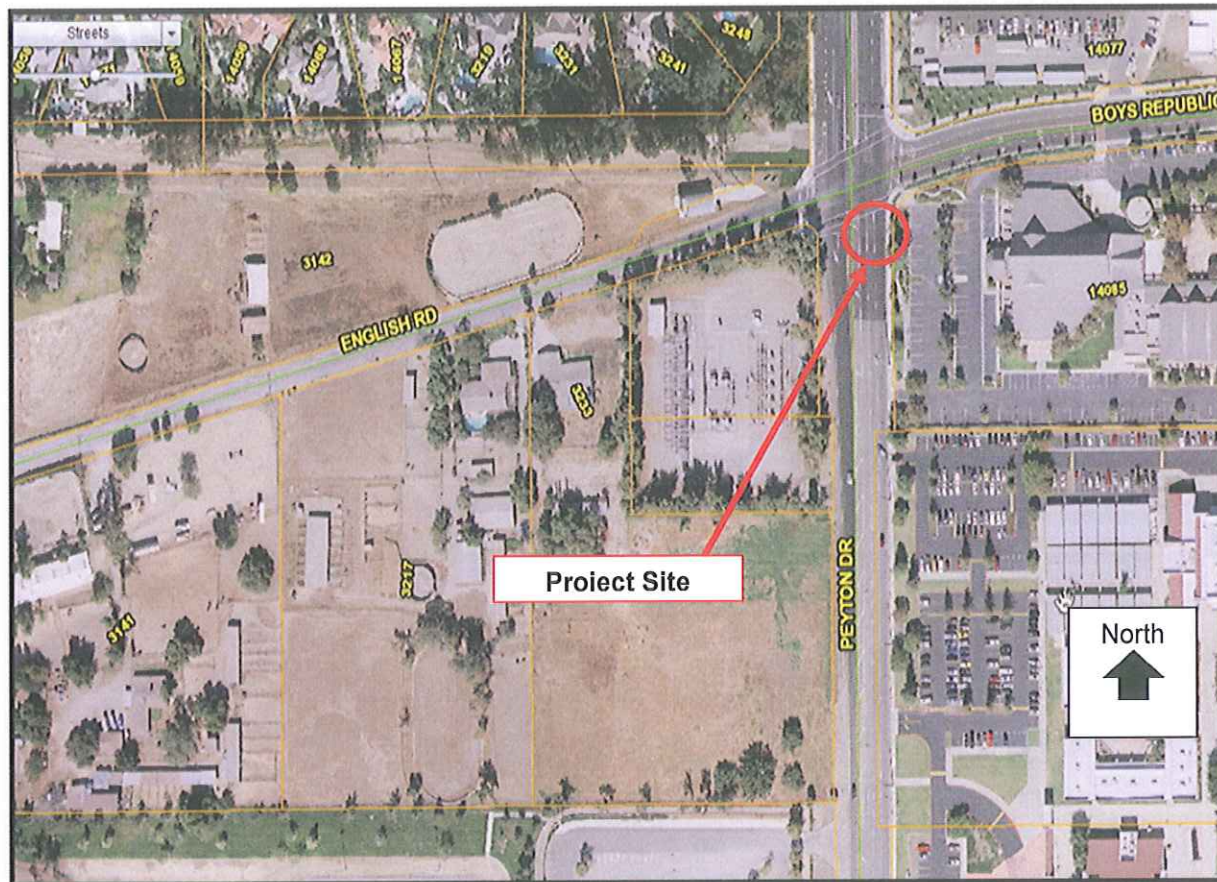
Water Service:       City of Chino Hills

SURROUNDING LAND DESCRIPTION

LOCATION	EXISTING LAND USE	GENERAL PLAN LAND USE	ZONING
Site	Southern California Edison (SCE) Substation	Institutional/Public Facility	Institutional Public (I-2)
North	Single Family Residence with an equestrian arena	Low Density Residential	Rural Residential (R-R)
South	Single Family with Residence accessory structures	Low Density Residential	Rural Residential (R-R)
East	St. Paul the Apostle Church	Institutional/Public Facility	Institutional Private (I-1)
West	Single Family Residence	Low Density Residential	Rural Residential (R-R)

BACKGROUND

On February 3, 2014, Verizon Wireless submitted an application for a Conditional Use Permit to propose a free standing wireless telecommunication facility (monopine) located at the southwest corner of English Road and Peyton Drive. The applicant requested a 6 month time extension of time on December 9, 2014. Staff has worked with the applicant to revise the project plans to include parking for their maintenance vehicle and enhance the bare dirt area abutting the SCE substation fence that faces Peyton Drive and English Road. The project was deemed complete on May 3, 2016. Staff recommends approval of the proposed wireless facility, subject to the attached Conditions of Approval. Staff also provided a copy of the draft Conditions of Approval to the applicant's representative for their review prior to the Planning Commission's review of the project and the applicant concurred with the conditions of approval, however, they requested that graffiti removal timing be changed 24 hours to 72 hours (Condition of Approval No. 19) since they would need to obtain permission from SCE to enter the project site and the City.



**Vicinity Map**

## PROPOSAL

The applicant is requesting approval of Conditional Use Permit No. 14CUP02 to allow the installation of a wireless communication facility (monopine) within a the Southern California Edison (SCE) substation site located at the southwest corner of English Road and Peyton Drive. The wireless facility would contain the following components:

- Twelve (12) wireless panel antennas (4 per sector), (7.1" depth x 11.9" width x 96.0" height);
- Twelve (12) remote radio units (RRUs) with expansion modules (4 per sector) (11" depth x 1'-6" width x 1'-8" height);
- Two (2) parabolic antennas (2' in diameter and 4' in diameter);
- Three (3) junction boxes (10.3" depth, 15.73" width, 28.9" height)
- Three (3) GPS wireless antennas mounted on a chain link fence for the facility;
- Five (5) new outdoor equipment cabinets;
- Coaxial/hyberflex cable that runs from the radios to the antennas; and
- A new 200 amp dedicated electrical service meter and 15KW DC Generator with a 54 gallon diesel tank on the ground.

The wireless telecommunication facility would occupy a 463 square foot lease area within an existing Southern California Edison (SCE) substation. The wireless facility would be enclosed by a 6 foot high chain link fence with a 4 foot wide gate. In order to improve the aesthetics of the corner of English Road and Peyton Drive and the

SUBJECT:       CONDITIONAL USE PERMIT NO. 14CUP02 FOR VERIZON WIRELESS AT  
                  SOUTHWEST CORNER OF ENGLISH ROAD AND PEYTON DRIVE.

applicant will install landscaping (flowers, shrubs and trees) within the dirt path adjacent to the SCE chain link fence (Exhibit B). In addition, the proposed wireless facility will improve Verizon Wireless' personal communication services (PCS) and wireless telecommunications network (Exhibit "E").

### FEDERAL LIMITATIONS ON LOCAL AUTHORITY

The Federal Telecommunication Reform Act of 1996 overhauled the original Communication Act of 1934 and regulates interstate communication by wire or radio and for other purposes. This reform act facilitated the path to permitting an increase in the number of licenses for wireless communication companies. While the statute preserved local zoning authority over "the placement, construction, and modification of personal wireless service facilities," Section 332(c)(7) of the Telecommunication Act states restricted local authority as follows:

- Such regulation shall not unreasonably discriminate among providers of functionally equivalent services;
- Such regulation shall not prohibit or have the effect of prohibiting the provision of personal wireless services;
- Requests for authorization must be acted on within a reasonable period of time after the request is filed, taking into account the nature and scope of such request;
- Decisions to deny a request shall be in writing and supported by substantial evidence contained in a written record;
- Such regulation may not be on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions.

### ANALYSIS

#### General Plan and Zoning Consistency

The project site is identified as Institutional/Public Facility on the General Plan Land Use Map and is zoned Institutional-Public (I-2). Pursuant to Section 16.44.060(A), each major facility that is not specifically exempt under Section 16.44.030 must first obtain Planning Commission approval of a Conditional Use Permit, therefore the wireless facility would be consistent with the Development Code, a tool used to implement the General Plan. Approval of the proposed project furthers Goal LU-2: Balance Residential with Commercial, Business, and Public Land Uses, and Goal S-3: Achieve Adequate Emergency Service. In providing Verizon Wireless the opportunity to better serve their customers in Chino Hills, the City furthers its goals of balancing land uses and providing emergency service. Therefore, the approval of Conditional Use Permit No. 14CUP02, subject to the attached Conditions of Approval, would be consistent with the General Plan.

## DEVELOPMENT STANDARDS

### Wireless Facility Setbacks

Institutional–Public (I-2) zone requires a 25' front setback for structures and 15' for parking, 15' street side setback and 10' interior side and 15' rear setback. Additionally, pursuant to Section 16.44.060 of the Development Code, major wireless communication facilities are required to be a minimum of 200' from any residential property. The proposed wireless facility (monopine and equipment cabinets) would be setback 40' from the front property line (Peyton Drive), 46' from the street side yard (English Road), 210' from the rear property line and 310' from the side yard property line adjacent to existing residential development. Therefore, the proposed wireless facility (monopine) meets the required setbacks.

### Building Height

The proposed wireless facility (monopine) would be 50' in height. According to Section 16.16.040 the maximum building height in the Institutional–Public (I-2) zone is 40', however the height may be exceeded, up to a maximum of 80' for towers, steeples or similar architectural features.

According to the Wireless Facilities Section 16.44.060 D. Height Requirements of the Chino Hills Municipal Code, "Notwithstanding any other provision in the City Development Code, no major facility shall exceed seventy (70) feet in height". The maximum height shall be measured from the ground to the tallest portion of the facility. Further, no major facility may exceed the maximum building height for the applicable zoning district unless the Planning Commission finds the following:

1. The Planning Commission has reviewed alternative options provided by the applicant and staff, including but not limited to additional and/or different locations and designs, and has determined that the application as approved has a lesser impact on the aesthetics and welfare of the surrounding community as compared to other alternatives; and
2. Based on the evidence presented, the additional height above the maximum building height for the applicable zone is reasonably necessary for collocation of facilities or for the efficient operation of the proposed facility.

The applicant submitted an alternatives analysis that considered nine (9) alternative sites within one mile of the proposed project site within the existing SCE substation at the southwest corner of Peyton Drive and English Road (Exhibit C). The alternate sites were not feasible for the following reasons: the sites would not allow sufficient height, the property owners/landlords were not willing to allow the project, there was limited available space for the wireless facility and the visual impacts would be intrusive compared to the location of the proposed location.

### Wireless Facility and Equipment Screening

According to Chino Hills Municipal Code Section 16.44.060 E. Additional Screening and Site Selection Guidelines:

1. A major facility should be located at least five hundred (500) feet from the nearest existing, legally established major facility (except in the event that such facility is collocated).

The two major wireless facilities are the Verizon stealth tower located next to the CVS store in the Mission Village commercial center at the corner of Chino Hills Parkway and Peyton Drive and the Sprint and T-Mobile facilities at the eastern portion of the Boys Republic property. Both of the existing wireless are each situated over 4,000 feet from the proposed wireless facility proposed to be located within the SCE Substation site at English Road and Peyton Drive.

2. A ground mounted facility should be located in close proximity to existing above ground utilities, such as electrical tower or utility poles (not scheduled for removal or under grounding in the next eighteen (18) months), light poles, trees of comparable height, water tanks and other areas where the facility will not detract from the image or appearance of the City.

The applicant is proposing a new wireless communication facility that would consist of a 50 foot tall monopine with 12 wireless panel antennas (4 per sector), 6 remote radio units, and 2 parabolic antennas (a 2' wide and a 4' wide dish) and 5 GPS wireless antennas. A total of 5 new outdoor equipment cabinets, a new 200 amp dedicated electrical service and a DC generator would be installed on the ground. All project equipment would be located within a 463 square foot lease area that would be enclosed by a 6 foot high chain link fence with a 4 foot wide gate. The exterior of all wireless facility would be comprised of non-reflective material(s) and painted to blend with surrounding materials and colors (Condition of Approval No. 8). Therefore, the proposed major wireless facility would not detract from the image or experience of the City.

3. A ground mounted facility should be covered with a clear anti-graffiti material of a type approved by the Director or designee.

The conditions of approval for the project indicate that any graffiti shall be removed within seventy-two (72) hours of being reported. Further, the operator of the facility shall apply a coating to the enclosure walls that facilitates the removal of any graffiti (Condition of Approval No. 19).

### Landscaping and Irrigation

In order to enhance the aesthetics of this prominent street corner (English Road and Peyton Drive) the applicant has agreed to landscape a 1,634 square feet that is currently consist of dirt area with limited vegetation adjacent to the SCE substation fence. The landscaping will consist of trees, shrubs and flowers as shown in the table below (See Exhibit B, Sheet L-1):

SUBJECT: CONDITIONAL USE PERMIT NO. 14CUP02 FOR VERIZON WIRELESS AT  
SOUTHWEST CORNER OF ENGLISH ROAD AND PEYTON DRIVE.

Botanical Name	Common Name	Plant size	Quantities
Xylosma congestum	Shiny xylosma hedges	5 gallon	81
Hemercallis	Day lilies	1 gallon	163
Lagerstroemia	Crape Myrtle trees	15 gallon	6

There is an existing water meter located 50' from Peyton Drive on the south side on English Road and this would be the point of connection for irrigation of the new landscaped area. The applicant would be responsible for the installation of an irrigation system and water costs for maintenance of the new landscaped area. The City's Public Works department has reviewed and approved the proposed landscaped area located along the exterior of the SCE Substation chain link fence area. Prior to issuance of building permits, SCE shall grant a maintenance easement to the City for the purpose of maintaining the 1,634 landscaped area (Condition of Approval 24).

#### Grading

There will be minor grading associated with the development of the proposed project. The only earth movement will be minor trenching for conduit and footings for the monopine and the new parking stall and curb and gutter improvements that will be installed along English Road.

#### Parking, Traffic, and Access

The proposed wireless facility will be an unmanned wireless facility and all equipment will be remotely monitored by Verizon; maintenance required for these facilities is generally minimal. Verizon maintenance vehicles would park within the two (2) new paved parking spaces that would each be 12 foot wide by 18 foot long located on English Road (Exhibit B). All regular inspections and maintenance and non-emergency repairs shall occur monthly between the hours of 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. Saturday and Sunday (Condition of Approval No. 14).

#### TREE PRESERVATION

The project site is owned by Southern California, a public utility company, and is currently developed with an electric substation that is enclosed by a chain link fence. The project site is not located in the Fire Hazard Overlay District; therefore, the proposed project is exempt from the provisions of Chapter 16.90 Tree Preservation. The project site contains a number of pine trees on English Road that will remain intact and the two (2) trees on Peyton Drive that are in poor condition would be removed and replaced by six (6) new Crape Myrtle trees. The existing dirt area between SCE chain link fence and the sidewalk on Peyton Drive would be planted with new trees, shrubs and flowers.

### FISCAL IMPACT

There will be minimal fiscal impacts to the City associated with the proposed construction and operation of the proposed project. The applicant will be responsible for the installation landscaping within the existing dirt path, the cost of connection to the existing water meter and any irrigation costs associated with water used for landscape maintenance. Prior to issuance of building permits, SCE shall grant a maintenance easement to the City for the purpose of maintaining the 1,634 landscaped area (Condition of Approval 24). The cost for maintaining the landscape by the City will be nominal and a trade-off for an improved streetscape.

### PUBLIC COMMENTS

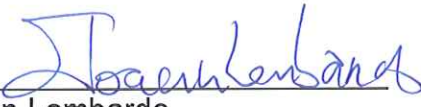
A notice of the public hearing regarding this project was mailed to the property owners within the 300-foot radius of the project site on May 25, 2016, and was also published in the Chino Hills Champion on May 28, 2016. Staff has not received any comments as of the writing of this staff report.

### ENVIRONMENTAL ASSESSMENT:

Staff has determined that the proposed project is categorically exempt from the California Environmental Quality Act pursuant to Sections 15061(B)(3) and 15303(D) New Construction or Conversion of Small Structures of the California Environmental Quality Act Guidelines. Conditional Use Permit No. 14CUP02 is to allow the installation and operation of a wireless communications facility within an existing electrical substation facility. Therefore, staff has determined that the project is exempt from review under CEQA.

Respectfully submitted,

Prepared by:

  
Joann Lombardo  
Community Development Director

  
Kim Zuppiger  
Contract Planner

Attachments: Resolution  
Exhibit "A" – Conditions of Approval  
Exhibit "B" – Project Plans  
Exhibit "C" – Alternatives Analysis  
Exhibit "D" – Project Photo Renderings  
Affidavit of Mailing (Public Hearing Notice & Mailing Labels)

RESOLUTION NO. PC 2016 – \_\_

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS APPROVING CONDITIONAL USE PERMIT NO. 14CUP02 FOR THE INSTALLATION OF A VERIZON WIRELESS TELECOMMUNICATION FACILITY ON THE SOUTHWEST CORNER OF ENGLISH ROAD AND PEYTON DRIVE AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission does hereby make the following findings of fact:

- A. The applicant, Spectrum Services Inc., the representative for Verizon Wireless, requested approval of Conditional Use Permit No. 14CUP02 to allow the construction and operation of a wireless telecommunication facility (50 foot tall monopine and equipment) that will occupy a 463 square feet lease area within the existing SCE substation site.
- B. The project is located on the southwest corner of English Road and Peyton Drive. It is legally described as Assessor's Parcel Number (APN) 1024-022-13, as shown in the latest records of the Office of the Tax Assessor of the County of San Bernardino.
- C. The project site has a General Plan designation of Institutional/Public Facility and is zoned Institutional-Public (I-2).
- D. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") and determined that the project is exempt from CEQA review pursuant to Sections 15061 (b)(3) and 15303 (d) of the CEQA Guidelines. Conditional Use Permit No. 14CUP02 is to allow the installation of wireless facility within the existing SCE Substation property. Therefore, the project is exempt from review under CEQA.
- E. The Planning Commission of the City of Chino Hills held a duly noticed public hearing on May 28, 2016, to review and consider the staff report prepared for the project, receive public testimony, and review all correspondence received on the project.

SECTION 2. Based upon oral and written testimony and other evidence received at the public hearing held for the project, and upon studies and investigations made by the Planning Commission and on its behalf, the Planning Commission does hereby make the following findings on Conditional Use Permit No. 14CUP02 pursuant to Sections 16.68.050 of the Development Code, as follows:

A. FINDING: That the proposed uses are consistent with the General Plan.

FACT: The General Plan Land Use Map identifies the project site as Institutional/Public Facility and is zoned Institutional – Public (I-2). A major wireless communications facility is a conditionally permitted use within I-2 zone. If the Conditional Use permit is approved, then the use would be consistent with the Development Code, a tool used to implement the General Plan. Approval of the proposed project furthers Goal LU-2: Balance Residential with Commercial, Business, and Public Land Uses, and Goal S-3: Achieve Adequate Emergency Service. Therefore, the approval of Conditional Use Permit No. 14CUP02, subject to the attached Conditions of Approval, is consistent with the General Plan.

B. FINDING: That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the proposed use will not adversely affect or be materially detrimental to these adjacent uses, buildings or structures.

FACT: The nature, condition, and development of adjacent uses, buildings and structures have been considered and the proposed development and use will not adversely affect or be materially detrimental to these adjacent uses, buildings or structures as the proposed wireless facility will consist of a 50' tall monopine with 12 wireless panel antennas, 6 remote radio units, 2 parabolic antennas, 5 GPS wireless antennas. There will be a total of 5 new outdoor equipment cabinets, a new 200 amp dedicated electrical service and a DC generator would be installed on the ground. The wireless facility would occupy a 463 square foot lease area that inside the SCE substation and the equipment would be enclosed by a 6 foot high chain link fence with a 4 foot wide gate. The monopine will be similar in height and painted to blend in with the existing pine trees located along English Road. The exterior of all telecommunication facilities shall be comprised of non-reflective material(s) and painted to blend with surrounding materials and colors (Condition of Approval No.

6). These measures will minimize the visual impact of the project. The project is not anticipated to cause significant adverse effects to adjoining land uses.

C. FINDING: That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed.

FACT: The SCE site consists of a 2.15-acre rectangular shaped lot, which is adequate to accommodate for the proposed wireless communications (monopine and equipment) that will occupy a 463 square feet lease area within the existing SCE substation site.

D. FINDING: That the proposed use complies with all applicable development standards and the requirements of the zoning district.

FACT: The proposed wireless communication facility, which is a located within an existing SCE Substation, complies with the provisions of Institutional-Public (I-2) zone and the Development Code including parking, building height, and setbacks.

E. FINDING: That the proposed use observes the spirit and intent of the Development Code.

FACT: The proposed use and its associated components, with the approval of a Conditional Use Permit, observes the spirit and intent of the Development Code. Chapter 16.44 requires the facility to be appropriately designed and screened to reduce its visual impact. The proposed project consists of the installation of a wireless communication facility (monopine). The applicant has requested the approval of a Conditional Use Permit to allow the development of the facility. As previously noted, the project incorporates design features that reduce the visual impact of the facility.

SECTION 3. The Planning Commission of the City of Chino Hills does hereby confirm staff's finding that the project is exempt from review under CEQA and approve Conditional Use Permit No. 14CUP02, subject to the Conditions of Approval, and as label Exhibit "A" dated June 7, 2016, and the project plans labeled as Exhibit "B", both of which are incorporated herein by reference.

SECTION 4. The Planning Commission Secretary shall certify to the adoption of this resolution.

ADOPTED AND APPROVED this 7<sup>th</sup> day of June 2016.

\_\_\_\_\_  
GARY LARSON, CHAIRMAN

ATTEST:

\_\_\_\_\_  
KAREN PULVERS  
PLANNING COMMISSION SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH M. CALCIANO  
ASSISTANT CITY ATTORNEY

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

I, KAREN PULVERS, Planning Commission Secretary of the City of Chino Hills, do hereby certify that the foregoing Resolution No. PC 2016-\_\_ was duly passed and adopted at a regular meeting of the Chino Hills Planning Commission held on the 7<sup>th</sup> day of June 2016, by the following roll call vote, to wit:

AYES:           COMMISSION MEMBERS:

NOES:           COMMISSION MEMBERS:

ABSENT:        COMMISSION MEMBERS:

\_\_\_\_\_  
KAREN PULVERS  
PLANNING COMMISSION SECRETARY



**CITY OF CHINO HILLS**  
**Conditions of Approval**  
**Conditional Use Permit 14CUP02**  
**Verizon - Wireless Communications Facility**  
**SCE Substation (southwest corner of English Road and Peyton Drive)**

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**ONGOING/INFORMATIONAL:**

**Community Development Department**

1. This Conditional Use Permit (CUP) shall become null and void if all conditions of approval have not been complied with and the Permit is not used within three (3) years of the date of approval. The Planning Commission may grant one extension of time for a period not to exceed one (1) year, provided an application requesting the extension is filed with the Planning Division no less than 30 days prior to the expiration of the Permit. "Used" as referred to in this Condition means the commencement of substantial construction activity or any activity authorized by the approval. If an extension of time is not granted, the CUP shall expire and a new application shall be required.
2. The applicant or its successors in interest shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents 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 attorney's fees and disbursements (collectively "Claims") arising out of or in any way relating to this project, any discretionary approvals granted by the City related to the development of the project, or the environmental review conducted under California Environmental Quality Act, Public Resources Code Section 21000 et seq., for the project. If the City Attorney is required to enforce any conditions of approval, the applicant shall pay for all costs, including attorney's fees.
3. The applicant and project shall comply with requirements of all Federal, State, County, and local agencies as are applicable to this project.
4. The project shall be in substantial conformance with all of the Conditions of Approval and the project plans labeled as Exhibit "B". No modification to the site plan, design plan, landscape plan or the Conditions of Approval shall be permitted without the approval of the Community Development Director or his/her designee.
5. All telecommunication equipment and other components of the wireless communications facility shall not bear any signs or advertising devices other than certification, warning, or other required seal or required signage.
6. The antennas, radome, equipment, and any other components of the wireless communications facility (monopine) shall be painted to blend in with the surrounding materials and colors of the existing pine trees, as approved by the City. Wireless communications facility equipment and components shall not be visible from the exterior of the facility.

7. The wireless communications facility shall be maintained to provide a high-quality appearance, consistent with the approved design and these Conditions of Approval, at all times.
8. The exterior of all wireless communications facilities shall be comprised of non-reflective material(s), as approved by the City.
9. Any amounts of flammable or combustible liquids or any hazardous materials stored or used on the site must be reviewed and approved by the Chino Valley Fire District.
10. No portion or extension of any telecommunication facility, including without limitation any guy wires, shall protrude beyond property lines or extend into any portion of property where such facility is not itself permitted.
11. No communication facility shall be located in a required parking area, vehicle maneuvering area, or pedestrian circulation area in such a manner that it interferes with, or in any way impairs, the utility of intended function of such area.
12. No wireless communications facility or accessory equipment installed or operated as part of the wireless communications facility shall interfere with any City emergency transmission, signal, or form of communication.
13. If the project (Conditional Use Permit 14CUP02) is ever discontinued, abandoned, or no longer in operation, the owner and/or operator of the facility shall remove the wireless communications facility and return the project site to its original condition pursuant to Section 16.44.130 Facility Removal of the Chino Hills Development Code.
14. The permissible construction hours and operations for the project shall be as follows: Construction shall be limited to the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday, 8:00 a.m. to 6:00 p.m. Saturday, and shall be prohibited on Sundays and City listed Federal holidays in order to minimize disruption to existing residential neighborhoods. Construction activities entirely within the existing building that do not cause significant noise, vibration, or other impact at the exterior of the building may be permitted outside of the construction hours, with the approval of the Community Development Director or his/her designee. Such approval may be revoked by the Community Development Director or his/her designee if the Community Development Director's determines that surrounding properties and/or uses are adversely impacted by the construction activities.
15. During construction, best efforts shall be made to locate stockpiling and/or vehicle staging areas as far as practicable from existing residential dwellings.
16. All construction vehicles or equipment, fixed or mobile, operated within 1,000 feet of a dwelling unit shall be equipped with properly operating and maintained mufflers.
17. All areas within the project site shall be maintained free of trash and debris.
18. Noise emanating from the project shall not exceed the noise standards as listed in Chapter 16.48 of the City's Development Code and shall be in compliance with all requirements as stated in the Municipal Code.
19. Any graffiti shall be removed within seventy-two (72) hours of being reported. Further, the operator of the facility shall apply a coating to the enclosure walls that facilitates the removal of any graffiti.

20. Trust Deposit Accounts shall show no deficits. If the Trust Deposit Account(s) associated with the project shows a negative balance, the project construction shall cease, including inspections, until such time as the sufficient funds are deposited to return the account(s) to a positive balance.

**Engineering Department:**

21. Applicant shall contract 8" curb and gutter with a 6 wide PCC sidewalk include any necessary asphalt pavement improvements along the south side of English Road as show on the approved site plan.
22. Applicant shall obtain an encroachment permit prior to any construction occurring within the public right of way of English Road. A trust deposit account shall be established with the permit to cover all inspection costs.
23. SCE service pedestal shall be placed along the south side right of way for English Road adjacent to the property line.

**PRIOR TO THE ISSUANCE OF BUILDING PERMITS:**

24. Southern California Edison (property owner) shall grant a maintenance easement to the City of Chino Hills for the purpose of maintenance of new landscaping materials as shown on the project plans.
25. The applicant shall install landscaping as shown on the plans.
26. All landscape areas (planted will be covered with a 3" minimum mulch.
27. The property/applicant shall be responsible for water bills associated with irrigation for all landscape maintenance.
28. Any modification of the landscape and irrigation shall be submitted to Community Development Department for review and approval.

**Building and Safety Division**

29. The applicant shall submit construction drawings for review and approval by the Building and Safety Division.
30. The construction plans shall include all required attachment methods for all equipment/antennas located within the enclosure and/or mounted on the building roof/exterior.

**THE ITEMS BELOW ARE SPECIAL CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO FINAL SIGN OFF OF SAID PERMIT:**

**Chino Valley Fire Department**

31. Equipment shall not interfere with Fire District 800 Mhz Radio Systems. Non-compliance will subject any permits to revocation.
32. Prior to the installation of the proposed back-up generator, plans shall be submitted for review, approval and issuance of permit for said install.
33. Knox Box or lock shall be provided for access to equipment enclosure.

**PRIOR TO COMMENCEMENT OF OPERATION:**

**Building and Safety Division**

- 34. All site electrical must be inspected and approved by the Building and Safety Division prior to commencement of operation.
- 35. All required approvals from other Divisions/Departments shall be obtained prior to commencement of operation.

**END OF SEQUENTIAL CONDITIONS      Project Manager: Kim Zuppiger**



NOTES & TITLE REPORT EXCEPTIONS

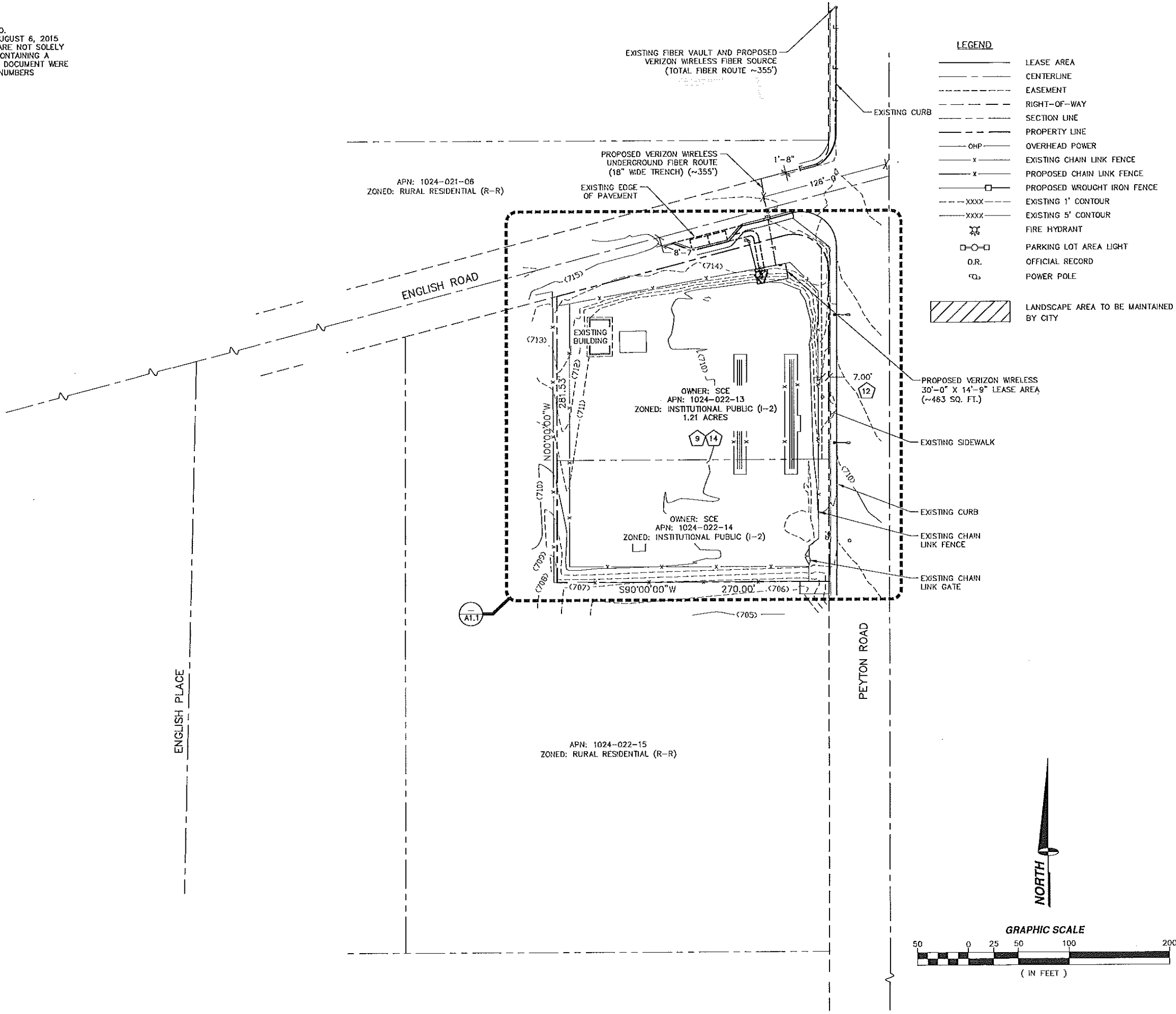
ONLY THOSE EXCEPTION(S) LISTED IN TITLE REPORT ORDER NO. 00189536-993-VHS, DATED JULY 19, 2015, AND AMENDED AUGUST 6, 2015 PREPARED BY TIGOR TITLE COMPANY OF CALIFORNIA, WHICH ARE NOT SOLELY FINANCIAL IN NATURE AND WHICH REFERENCE A DOCUMENT CONTAINING A SUFFICIENT LEGAL DESCRIPTION OF AREAS AFFECTED BY SAID DOCUMENT WERE CONSIDERED FOR THIS SURVEY AND RE-LISTED BELOW. ITEM NUMBERS CORRESPOND TO ITEMS NUMBERS IN SAID TITLE REPORT.

- 7 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: PUBLIC ROADS AND HIGHWAYS  
RECORDING DATE: NOVEMBER 1, 1909  
RECORDING NO: BOOK 444, PAGE 237 OF DEEDS  
AFFECTS: A PORTION OF SAID LAND  
DOES NOT AFFECT THE SUBJECT PROPERTY,  
EASEMENT LIES WITHIN PEYTON DRIVE
- 8 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: SOUTHERN COUNTIES GAS COMPANY  
PURPOSE: UTILITIES  
RECORDING DATE: MARCH 6, 1923  
RECORDING NO: BOOK 791, PAGE 22 OF DEEDS  
AFFECTS: THE EAST 10 FEET  
DOES NOT AFFECT THE SUBJECT PROPERTY,  
EASEMENT LIES WITHIN PEYTON DRIVE
- 9 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: ROADS  
RECORDING DATE: APRIL 25, 1928  
RECORDING NO: BOOK 357, PAGE 355 OF OFFICIAL RECORDS  
AFFECTS AN UNDETERMINED PORTION OF THE SUBJECT PROPERTY, DOCUMENT IS ILLEGIBLE
- 10 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: COUNTY OF SAN BERNARDINO  
PURPOSE: PUBLIC HIGHWAY  
RECORDING DATE: DECEMBER 20, 1939  
RECORDING NO: BOOK 1398, PAGE 480 OF OFFICIAL RECORDS  
AFFECTS: A STRIP OF LAND 40 FEET WIDE  
DOES NOT AFFECT THE SUBJECT PROPERTY,  
EASEMENT LIES WITHIN ENGLISH ROAD
- 11 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: COUNTY OF SAN BERNARDINO  
PURPOSE: PUBLIC ROAD AND HIGHWAY  
RECORDING DATE: MARCH 14, 1978  
RECORDING NO: BOOK 9388, PAGE 1622 OF OFFICIAL RECORDS  
AFFECTS: A PORTION OF SAID LAND  
DOES NOT AFFECT THE SUBJECT PROPERTY,  
EASEMENT LIES WITHIN ENGLISH ROAD AND PEYTON DRIVE
- 12 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: CITY OF CHINO HILLS  
PURPOSE: ROAD AND SLOPE  
RECORDING DATE: APRIL 6, 1993  
RECORDING NO: AS INSTRUMENT NO. 93-150281 OF OFFICIAL RECORDS  
AFFECTS: A PORTION OF SAID LAND  
AFFECTS A PORTION OF THE SUBJECT PROPERTY
- 14 NOTICE OF INTENT TO PRESERVE INTEREST AS SET FORTH IN THE DOCUMENT:  
EXECUTED BY: JACK WESLEY GREENING, JR.  
RECORDING DATE: APRIL 8, 2000  
RECORDING NO.: INSTRUMENT NO. 2000-117482  
AFFECTS THE ENTIRE SUBJECT PROPERTY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	60.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	35.00'	104°36'05"	63.90'	45.29'

SITE PLAN



ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	10/31/13	90% ZONING	J.C.
1	11/05/13	100% ZONING	T.R.
2	12/09/13	CUEENT REVISION	P.A.
3	04/08/14	LAND USE REVISION	D.C.
4	06/30/14	LAND USE REVISION	T.R.
5	01/05/15	LAND USE REVISION	D.C.
6	08/05/15	LAND USE REVISION	R.S.
7	09/01/15	SCE REVISION	R.S.
8	03/09/16	PLANNING REVISION	D.C.
9	03/31/16	PLANNING REVISION	S.D.



SPECTRUM SERVICES, INC.  
4405 E. AIRPORT DRIVE, SUITE 100  
ONTARIO, CALIFORNIA 91761  
PHONE: (909) 456-8401  
FAX: (909) 456-8408

PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

**verizon**  
15505 SAND CANYON AVENUE, D1  
IRVINE, CALIFORNIA 92618

**BULLDOG  
PEYTON SUBSTATION**  
MTX-51 / BSC-4  
NON-MCE  
UNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:

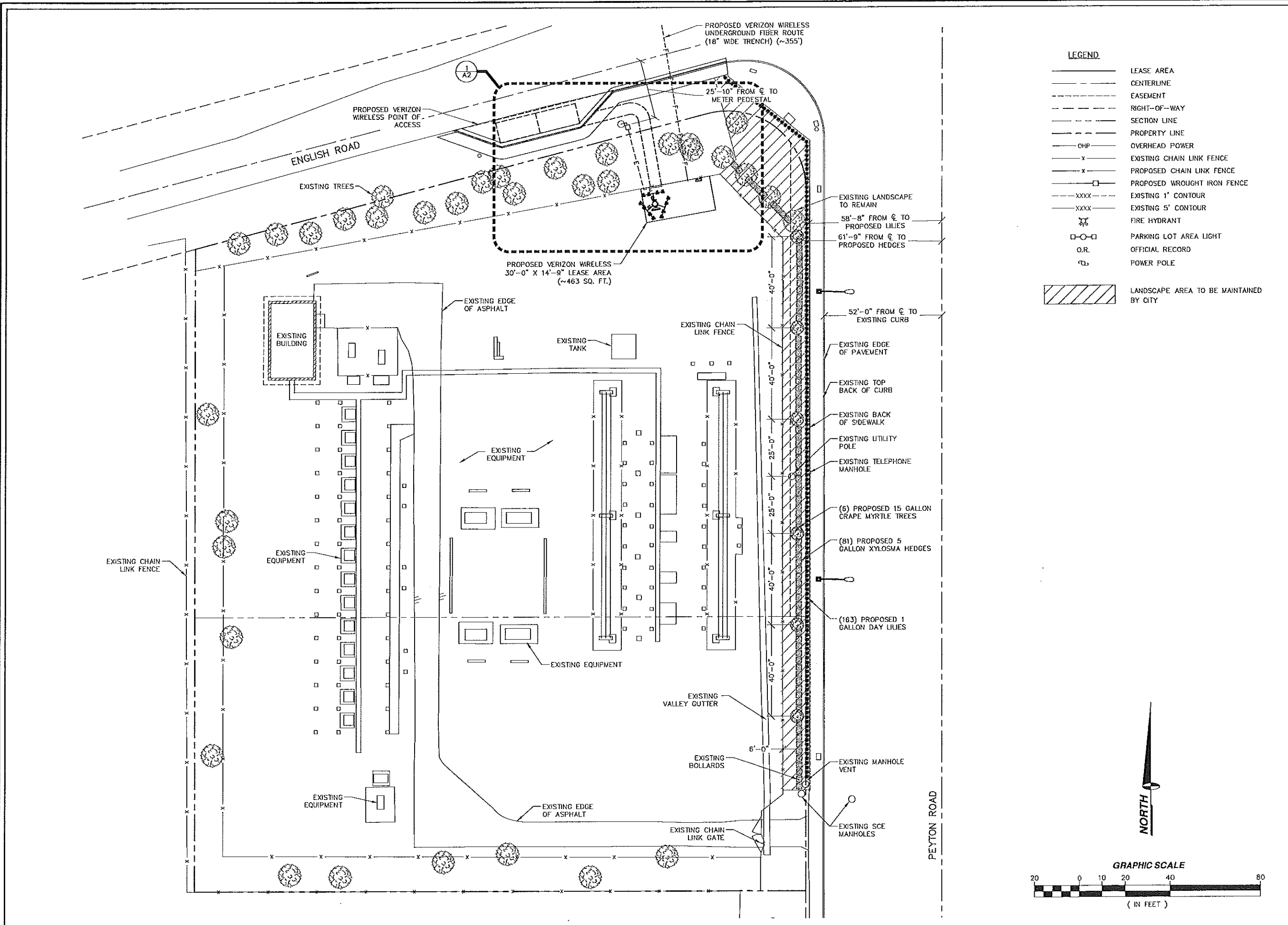
SITE PLAN

A1

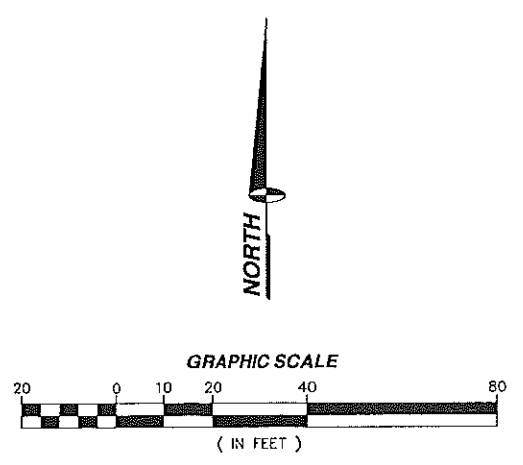
REVISION:

9

LAX-310



- LEGEND**
- LEASE AREA
  - CENTERLINE
  - EASEMENT
  - RIGHT-OF-WAY
  - SECTION LINE
  - PROPERTY LINE
  - CHP OVERHEAD POWER
  - X EXISTING CHAIN LINK FENCE
  - X- PROPOSED CHAIN LINK FENCE
  - X-X- PROPOSED WROUGHT IRON FENCE
  - XXXX EXISTING 1' CONTOUR
  - XXXX EXISTING 5' CONTOUR
  - Fire Hydrant symbol FIRE HYDRANT
  - Parking Lot Area Light symbol PARKING LOT AREA LIGHT
  - O.R. OFFICIAL RECORD
  - Power Pole symbol POWER POLE
  - Diagonal hatched box LANDSCAPE AREA TO BE MAINTAINED BY CITY



**ISSUE STATUS**

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**BULLDOG  
PEYTON SUBSTATION**

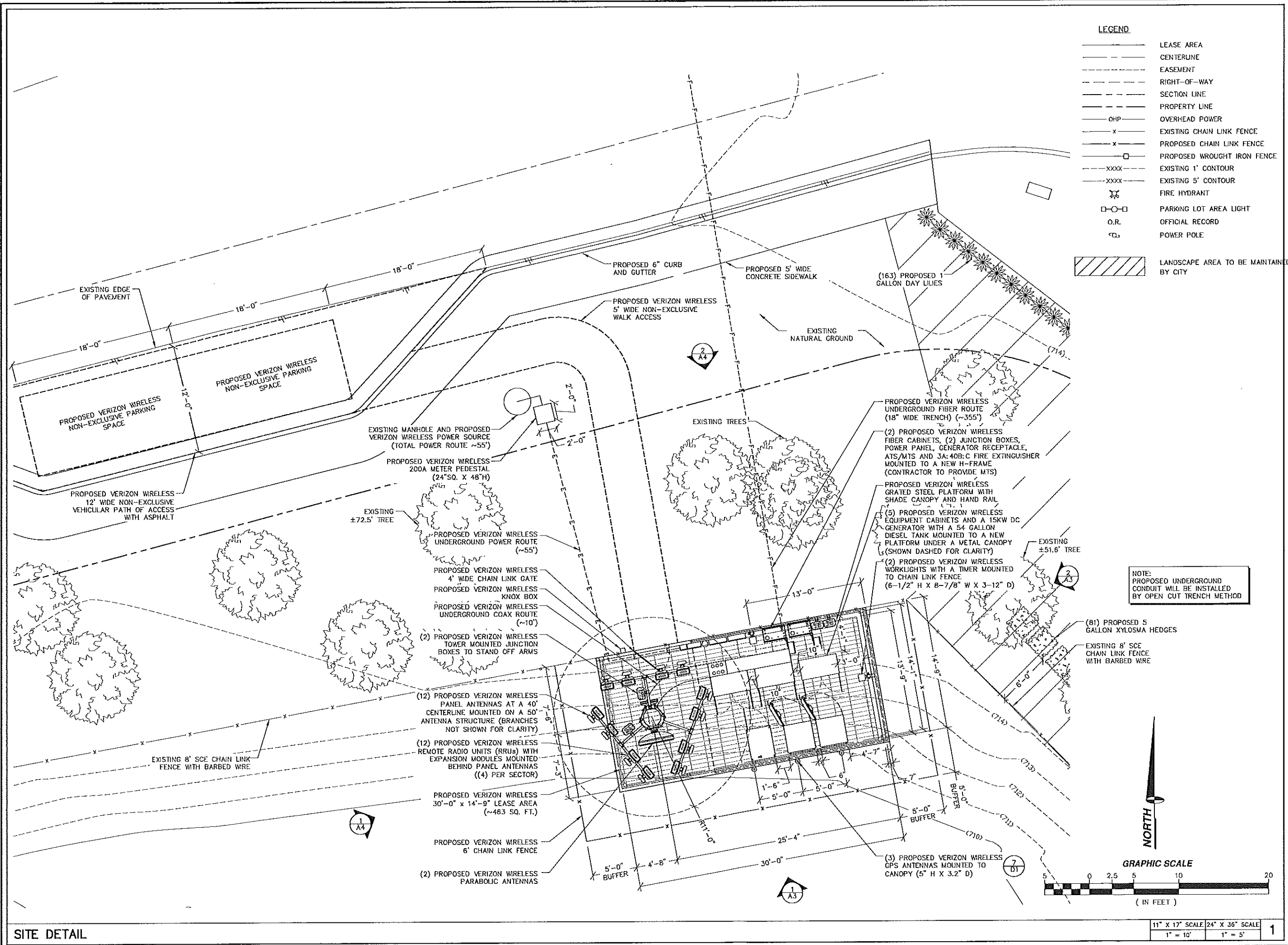
MTX-51 / BSC-4  
NON-MCE

UNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:  
**ENLARGED SITE PLAN**

**A1.1**

REVISION:  
**9**  
LAX-310



REV.	DATE	DESCRIPTION	BY
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15505 SAND CANYON AVENUE, D1  
IRVINE, CALIFORNIA 92618

**BULLDOG  
PEYTON SUBSTATION**  
MTX-51 / BSC-4  
NON-MCE  
UNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709

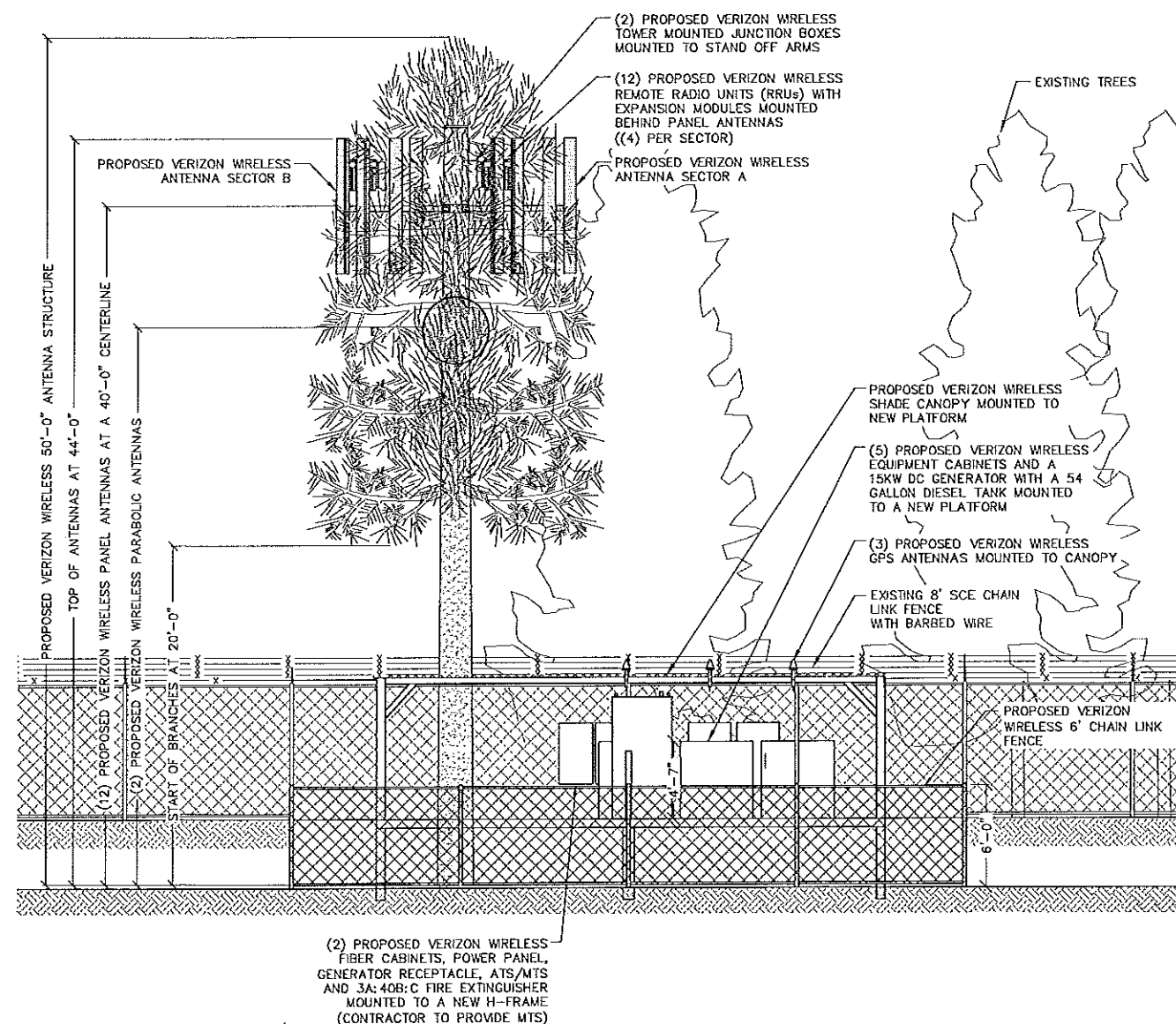
SHEET TITLE:  
**SITE DETAIL**

A2

REVISION:  
**9**  
LAX-310

NOTE:

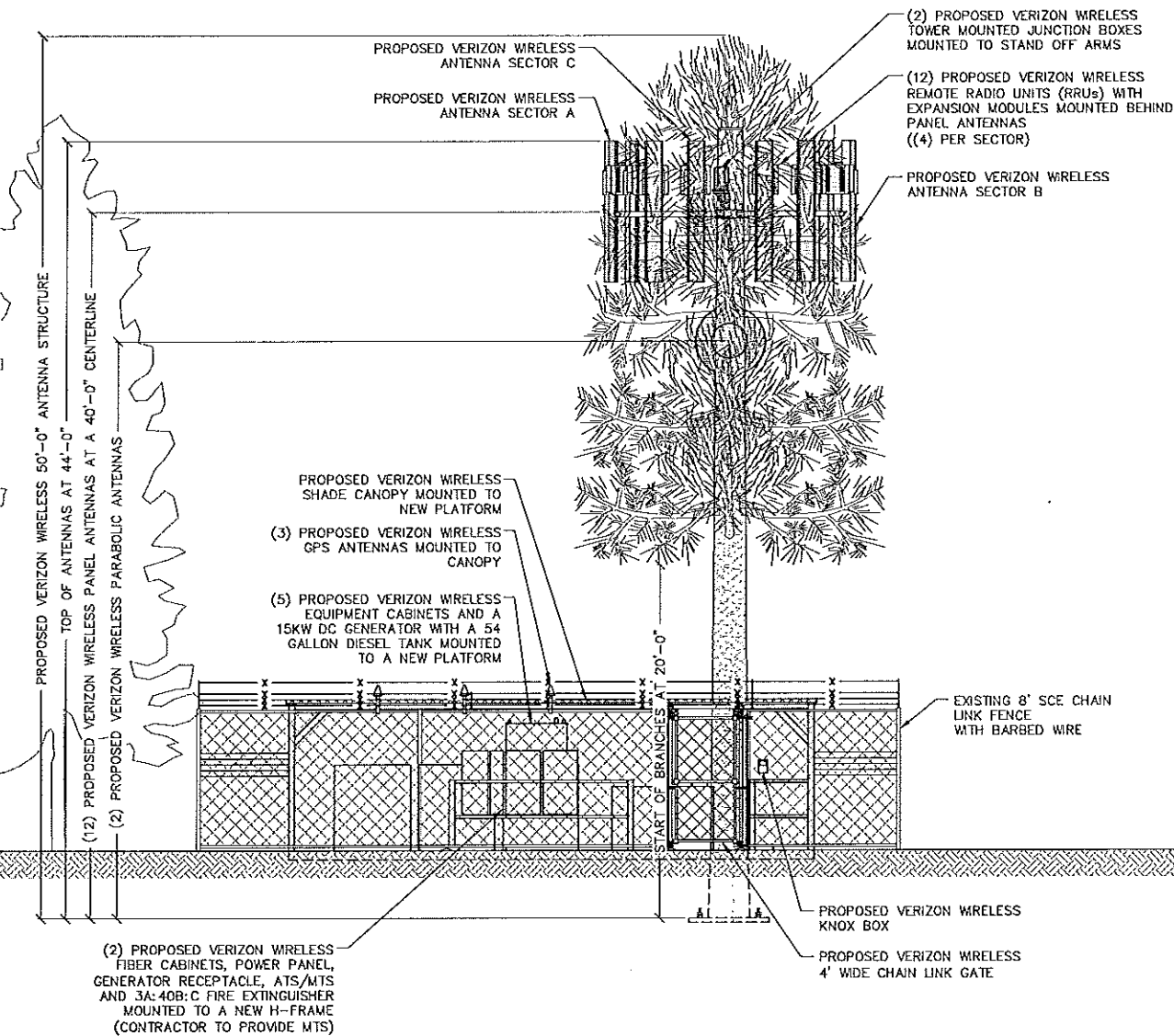
1. ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH ANTENNA STRUCTURE AND COVERED WITH RF FRIENDLY LEAF SOCKS
2. SCE REQUIRES START OF BRANCHES TO BE LOCATED 20' ABOVE GROUND LEVEL



**SOUTH ELEVATION**

11" X 17" SCALE	24" X 36" SCALE
1" = 10'	1" = 5'

REVISION:	9
LAX-310	

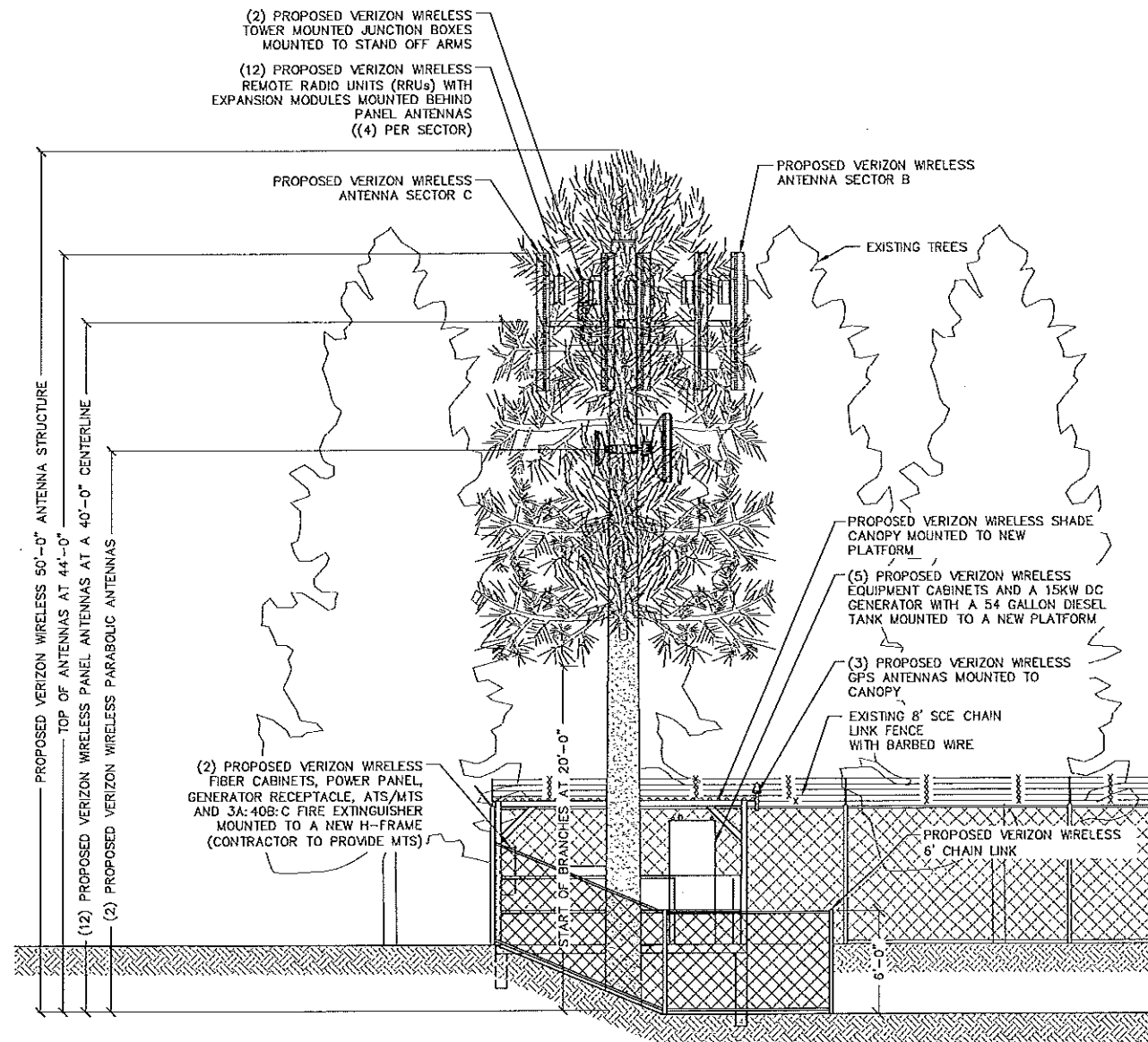


NORTH ELEVATION

11" X 17" SCALE 24" X 36" SCALE  
1" = 10' 1" = 5'

2

WEST ELEVATION



11" X 17" SCALE 24" X 36" SCALE  
1" = 10' 1" = 5'

1

NOTE:  
1. ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH ANTENNA STRUCTURE AND COVERED WITH RF FRIENDLY LEAF SOCKS  
2. SCE REQUIRES START OF BRANCHES TO BE LOCATED 20' ABOVE GROUND LEVEL.

NOTE:  
1. ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH ANTENNA STRUCTURE AND COVERED WITH RF FRIENDLY LEAF SOCKS  
2. SCE REQUIRES START OF BRANCHES TO BE LOCATED 20' ABOVE GROUND LEVEL.

# ISSUE STATUS

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**verizon**

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**BULLDOG  
PEYTON SUBSTATION**

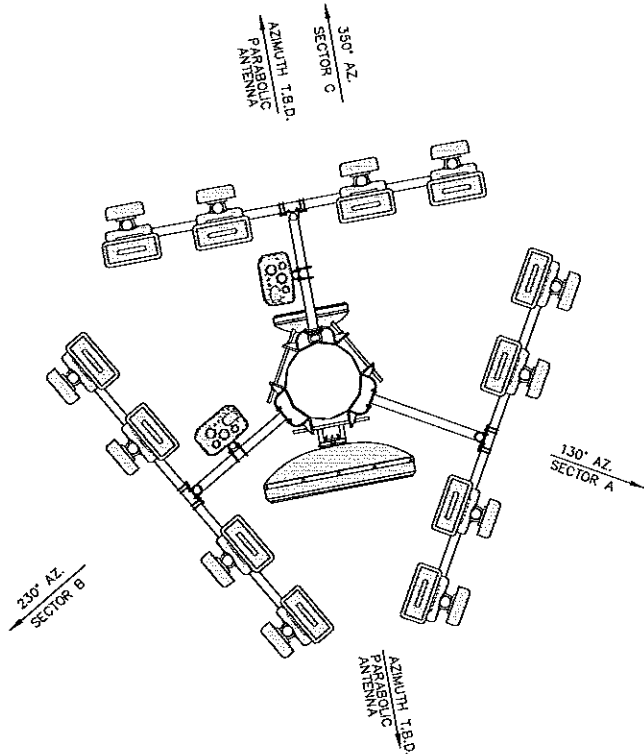
MTX-51 / BSC-4  
NON-MCE

UNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:  
**WEST & NORTH  
ELEVATIONS**

**A4**

REVISION:  
**9**  
LAX-310



ANTENNA LAYOUT

11" X 17" SCALE 24" X 36" SCALE  
1" = 5' 1" = 2'-6"

2

ANTENNA AND CABLE SCHEDULE

PROPOSED ANTENNA AND CABLE SCHEDULE								
SECTOR	MODEL	QUANTITY	SIZE	ANTENNA CENTERLINE	AZIMUTH	CABLE SIZE	CABLES PER ANTENNA	
A1	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	130°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
A2	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	130°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
A3	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	130°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
A4	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	130°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
B1	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	230°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
B2	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	230°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
B3	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	230°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
B4	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	230°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
C1	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	350°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
C2	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	350°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
C3	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	350°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
C4	COMMScope SBNHH-1D65C	1	96.0" X 11.9" X 7.1"	40'	350°	7/8" (60 L.F.)	1	NEW
	ERICSSON RRU's 12/A2	1	20.4" X 18.5" X 7.5" 16.4" X 15.1" X 3.4"	40'	N/A	HYBRIFLEX	N/A	NEW
JUNCTION BOX	RCMDC-3315V-PF-48	2	10.3" X 28.93" X 15.73"	40'	N/A	1-5/8" (70 L.F.) HYBRIFLEX	2	NEW
PARABOLIC ANTENNA	T.B.D.	1	2'-0"	T.B.D.		-	-	NEW
PARABOLIC ANTENNA	T.B.D.	1	4'-0"	T.B.D.		-	-	NEW
GPS	-	2	5" H X 3.2" DIA	NOT ON TOWER	-	1/2" COAX	-	NEW
NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.						TOTAL	14	

SCALE: NONE

1

## ISSUE STATUS

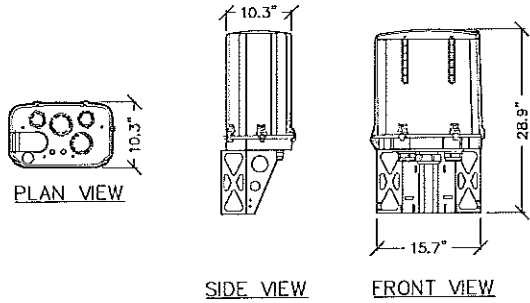
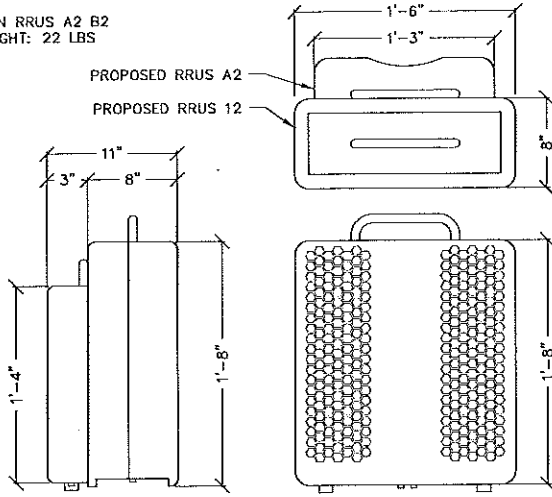
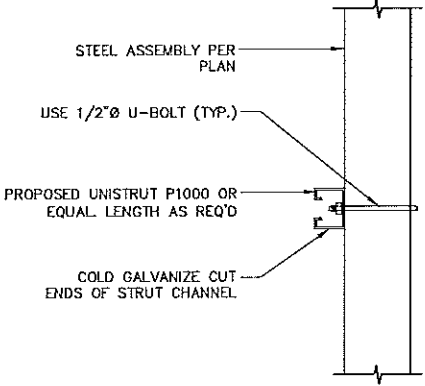
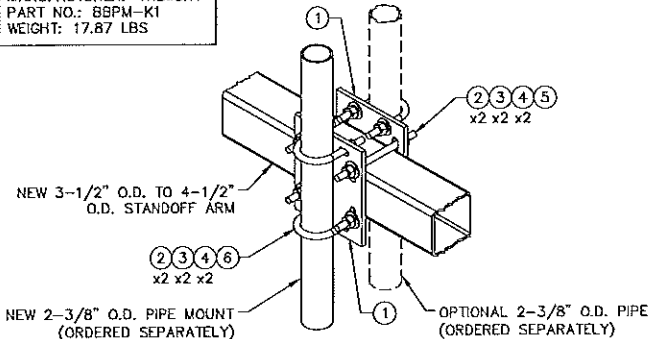
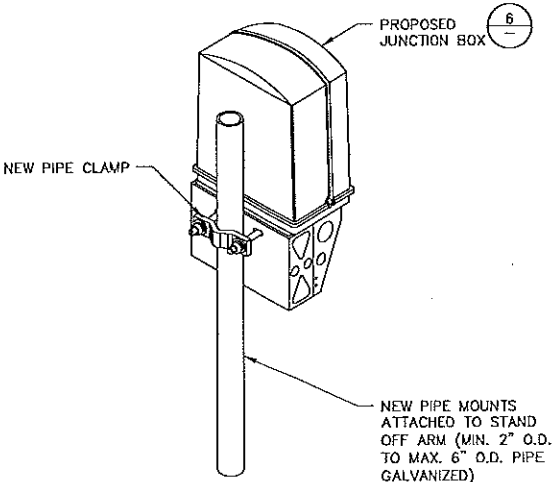
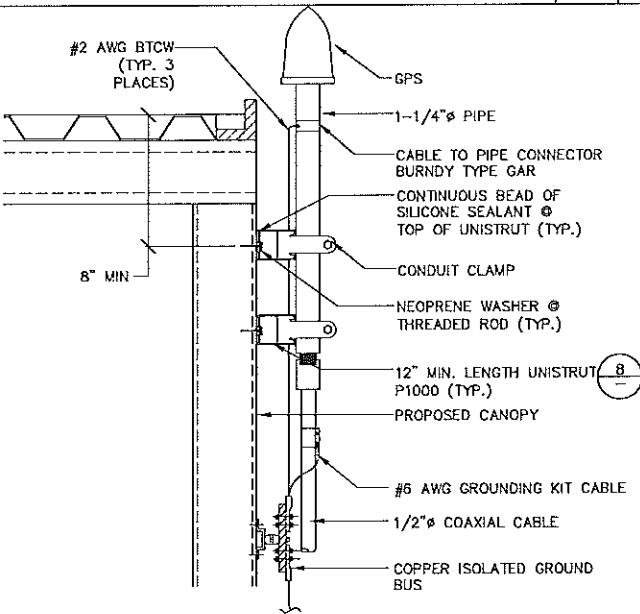
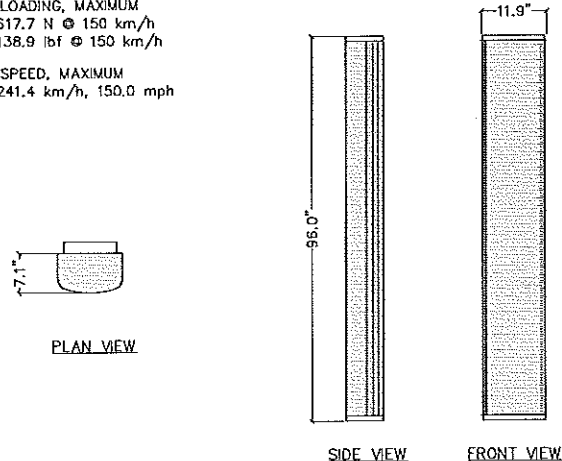
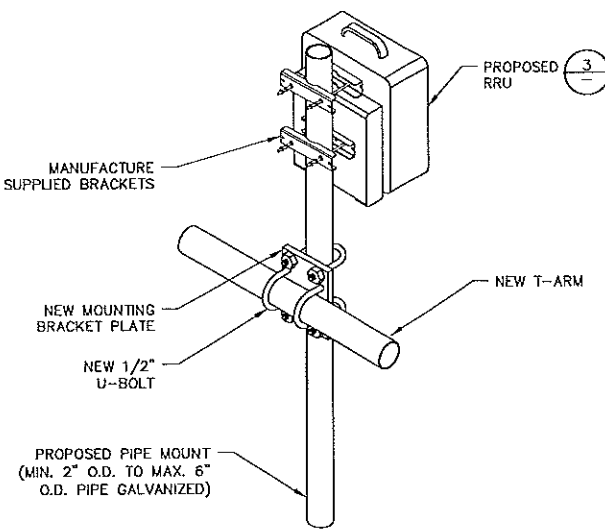
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5	01/05/15	LAND USE REVISION	D.C.
6	08/05/15	LAND USE REVISION	R.S.
7	09/01/15	SCE REVISION	R.S.
8	03/09/16	PLANNING REVISION	D.C.
9	03/31/16	PLANNING REVISION	S.D.

**SPECTRUM**SPECTRUM SERVICES, INC.  
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PHONE: (909) 456-8401  
FAX: (909) 456-8408PROPRIETARY INFORMATION  
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IRVINE, CALIFORNIA 92618**BULLDOG  
PEYTON SUBSTATION**MTX-51 / BSC-4  
NON-MCEUNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709SHEET TITLE:  
**ANTENNA & CABLE  
SCHEDULE AND ANTENNA  
LAYOUT****A5**

REVISION:

**9**

LAX-310

				<b>RCMDC-3315V-PF-48 SPECIFICATIONS</b> MATERIAL TYPE: HIGH-IMPACT POLYCARBONATE, UV RESISTANT DIMENSIONS (DxHxW): 10.3" x 28.93" x 15.73" WEIGHT: 32.0 LBS APPLICATION: USED AS A FIBER/POWER JUNCTION BOX COLOR: GRAY INCLUDES: MOUNTING KIT MOUNT TYPE: PIPE, 1.75" - 4.5" OD 		<b>REMOTE RADIO UNIT SPECIFICATIONS</b> ERICSSON RRUS 12 B2 WEIGHT: UP TO 58 LBS ERICSSON RRUS A2 B2 WEIGHT: 22 LBS 																						
NOT USED	SCALE: NONE	12	NOT USED	SCALE: NONE	9	JUNCTION BOX	SCALE: NONE	6	REMOTE RADIO UNIT (RRU)	SCALE: NONE	3																	
				<b>MANUFACTURER: VALMONT</b> <b>PART NO.: 8BPM-K1</b> <b>WEIGHT: 17.87 LBS</b>  <table><thead><tr><th>ITEM</th><th>DESCRIPTION</th><th>PART NO.</th></tr></thead><tbody><tr><td>①</td><td>CROSS OVER PLATE</td><td>SCX4</td></tr><tr><td>②</td><td>1/2" HDG USS FLATWASHER</td><td>G12FW</td></tr><tr><td>③</td><td>1/2" HDG LOCKWASHER</td><td>G12LW</td></tr><tr><td>④</td><td>1/2" HDG HEAVY 2H HEX NUT</td><td>G12NUT</td></tr><tr><td>⑤</td><td>1/2" x 8" THREADED ROD (HDG.)</td><td>G12R-8</td></tr><tr><td>⑥</td><td>1/2" X 2-1/2" X 4-1/2" X 2" U-BOLT (HDG.)</td><td>X-UB1212</td></tr></tbody></table>		ITEM	DESCRIPTION	PART NO.	①	CROSS OVER PLATE	SCX4	②	1/2" HDG USS FLATWASHER	G12FW	③	1/2" HDG LOCKWASHER	G12LW	④	1/2" HDG HEAVY 2H HEX NUT	G12NUT	⑤	1/2" x 8" THREADED ROD (HDG.)	G12R-8	⑥	1/2" X 2-1/2" X 4-1/2" X 2" U-BOLT (HDG.)	X-UB1212		
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NOT USED	SCALE: NONE	11	UNISTRUT AT STRUCTURE	SCALE: NONE	8	CROSS-ARM ATTACHMENT	SCALE: NONE	5	JUNCTION BOX ATTACHMENT	SCALE: NONE	2																	
				<b>ANDREW SBH1H-1065C ANTENNA SPECIFICATIONS</b> COLOR/ RADIATOR MATERIAL: LIGHT GRAY/ ALUMINUM CONNECTOR / LOCATION/ QUANTITY: 7-16 DIN FEMALE / BOTTOM / 6 DIMENSION, DxLxW: 181x1828x301mm (7.1"x96.0"x11.9") NET WEIGHT: 18.4 kg 40.6 lb LIGHTNING PROTECTION: DC GROUND WIND LOADING, MAXIMUM: 617.7 N @ 150 km/h, 138.9 lbf @ 150 km/h WIND SPEED, MAXIMUM: 241.4 km/h, 150.0 mph 																								
NOT USED	SCALE: NONE	10	GPS ANTENNA	SCALE: NONE	7	ANTENNA	SCALE: NONE	4	RRU ATTACHMENT	SCALE: NONE	1																	

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**BULLDOG**  
**PEYTON SUBSTATION**

MTX-51 / B8C-4  
 NON-MCE  
 UNADDRESSED PARCEL  
 CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:  
**ANTENNA DETAILS**

**D1**

REVISION:  
**9**  
 LAX-310

SCOPE OF WORK  
THE WORK INCLUDED IN THESE SPECIFICATIONS SHALL CONSIST OF ALL LABOR, TOOLS, MATERIALS, PERMITS, TAXES, AND ALL OTHER COSTS, FORESEEABLE AND UNFORESEEABLE AT THE TIME OF CONTRACTING, NECESSARY AND APPROPRIATE FOR THE INSTALLATION OF THE LANDSCAPING AS HEREIN SPECIFIED ON THE ACCOMPANY DRAWINGS.

GENERAL CONDITIONS

1. **INTERPRETATION OF PLANS AND SPECIFICATIONS:** THE LANDSCAPE ARCHITECT WILL INTERPRET THE MEANING OF ANY PART OF THE PLANS AND SPECIFICATIONS ABOUT WHICH ANY MISUNDERSTANDING MAY ARISE, AND THE DECISION WILL BE FINAL.
2. **LICENSE REQUIREMENTS:** THE CONTRACTOR SHALL CARRY NECESSARY CALIFORNIA STATE CONTRACTORS LICENSE OR CERTIFICATE FOR TYPE OF WORK LISTED, SUCH AS C-27.
3. **INSURANCE COVERAGE:** THE CONTRACTOR SHALL CARRY ALL NECESSARY COMPENSATION AND LIABILITY INSURANCE TO COVER THE WORKMEN AND WORK TO FULLY PROTECT THE OWNER FROM ANY POSSIBLE SUIT OR LIEN.
4. **KNOWLEDGE OF SITE:** IT IS ASSUMED THAT THE CONTRACTORS HAVE VISITED THE SITE AND FAMILIARIZED THEMSELVES WITH SITE CONDITIONS, AND SHALL HAVE VERIFIED ALL DIMENSIONS AND OTHER FACTORS AFFECTING THE WORK.
5. **INCREASED COSTS:** IF EXTRA WORK OR CHANGES WILL RESULT IN ANY INCREASED COSTS OVER THE CONTRACT FEE, THE OWNER SHALL SIGN THE CONTRACTOR'S WRITTEN REQUEST FOR SUCH ADDITIONAL FUNDS PRIOR TO ACTUALLY DOING THE WORK.
6. **CHANGES:** THE OWNER SHALL HAVE THE RIGHT TO MAKE MINOR CHANGES IN THE LANDSCAPE DESIGN AND INSTALLATION TO INSURE PRACTICALITY AND FOR AESTHETIC REASONS, AT NO ADDITIONAL COSTS.
7. **GRADING:** GRADE ALL AREAS BY FILLING AND/OR REMOVING SURPLUS SOIL AS NEEDED TO ENSURE PROPER GRADING AND DRAINAGE AS INDICATED ON THE PLANS. UNLESS OTHERWISE NOTED, FINISHED GRADES SHALL BE BELOW HARDSCAPE AS FOLLOWS: 2" IN GROUND COVER, 1" IN LAWN AREAS.

PLANTING

1. CONTAINER GROWN PLANTS TO BE PLANTED IN PLANT PITS TWO TIMES WIDER THAN PLANT CONTAINER AND A DEPTH OF THE HEIGHT OF THE ROOTBALL. PLANT CROWN TO BE SLIGHTLY HIGHER THAN ITS NATURAL GROWING HEIGHT AFTER SETTLEMENT.
2. ALL PLANTS SHALL BE WATERED IMMEDIATELY, PRIOR TO BACKFILLING PLANTING PITS.
3. USE AGRIFORM 20-10-5, 21 GRAM TABLETS PER MAKER'S SPECIFICATIONS, WITH ALL SHRUBS AND TREES. 1 PER 1 GAL. 2 PER 5 GAL. 3 PER 15 GAL. AND 4 PER FOOT OF BOX WIDTH.
4. PROVIDE A WATERING BASIN AROUND ALL 5 GALLON AND LARGER SIZE MATERIAL APPROX AS FOLLOWS:  
  
5 GAL. 2" DEPTH X 1-1/2 TIMES CONTAINER
5. SCARIFY THE SIDES OF EACH ROOT BALL PRIOR TO PLANTING IF CIRCULAR ROOT GROWTH IS EVIDENT. IF CIRCULAR ROOTS EXIST, PLANTS WILL BE REJECTED.

CLEAN UP

1. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROPERLY CLEAN AND TIDY ALL WORK AND THE SURROUNDING AREAS USED BY THEM, AND REMOVE ANY OR ALL EXCESS MATERIALS, DIRT, DEBRIS FROM THE SITE, OR DISPOSE OF SAME AS DIRECTED BY OWNER, ARCHITECT OR LANDSCAPE ARCH.

MAINTENANCE

1. MAINTENANCE PERIOD SHALL NOT BEGIN UNTIL ENTIRE INSTALLATION IS ACCEPTED BY THE OWNER FOLLOWING THE WALK-THRU.
2. MAINTENANCE PERIOD SHALL BE FOR THE FOLLOWING DURATION: 60 DAYS.
3. THE CONTRACTOR SHALL KEEP SITE WEED FREE, CLEAR OF DEBRIS, AND ADJUST IRRIGATION SYSTEM AS REQUIRED. LAWNS SHALL BE PROPERLY CUT AND ALL CUTTINGS REMOVED FROM SITE, DEAD FOLIAGE REMOVED FROM PLANTS AND STAKING OF TREES SHALL BE ADJUSTED IF NECESSARY. IT IS THE OWNERS RESPONSIBILITY TO MAINTAIN PLANTING AFTER ONE YEAR.
4. LANDSCAPE AREA TO BE MAINTAINED BY CITY UPON MAINTENANCE EASEMENT FROM SCE.




GUARANTEE AND REPLACEMENTS

1. CONTRACTOR SHALL GUARANTEE HEALTHY PLANT ESTABLISHMENT FOR A PERIOD OF 12 MONTHS AND SHALL NOT BE RESPONSIBLE FOR DAMAGE DUE TO EXTREME WIND OR EXCESSIVE RAIN RUN-OFF ON NEW PLANTED GROUND COVER AREAS. SUCH 'NATURAL DAMAGE' SHALL BE REPAIRED ON A TIME AND MATERIAL BASIS.
2. ANY PLANT MATERIAL FAILING TO SURVIVE DUE TO CONTRACTOR'S IMPROPER INSTALLATION SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

PROJECT LANDSCAPE AREA:	= 1634 SQUARE FEET
MAXIMUM WATER BUDGET:	= (ETo) (0.62) [(0.7 x LA)+(0.3 x SLA)] = (54.6)(0.62) [(0.7 x 1634)+(0.3 x 0)] = 38,720 (GALLONS/YEAR)
ESTIMATED WATER USE PERENNIALS:	= (ETo) (0.62) [(PF x HA/IE) + SLA] = (54.6)(0.62) [(0.5 x 815/0.9) + 0] = 15,327 (GALLONS/YEAR)
ESTIMATED WATER USE HEDGES:	= (ETo) (0.62) [(PF x HA/IE) + SLA] = (54.6)(0.62) [(0.5 x 729/0.9) + 0] = 13,711 (GALLONS/YEAR)
ESTIMATED WATER USE TREES:	= (ETo) (0.62) [(PF x HA/IE) + SLA] = (54.6)(0.62) [(0.5 x 90/0.9) + 0] = 1,693 (GALLONS/YEAR)
TOTAL ESTIMATED WATER USE:	= 7,989 (GALLONS/YEAR)

TOTAL LANDSCAPE AREA	
SQ. FT. OF PERENNIALS	= 815
SQ. FT. OF HEDGES	= 729
SQ. FT. OF TREE	= 90
TOTAL AREA	= 1634

PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANT SPACING	PLANT SIZE	QUANTITIES	PLANT FACTOR (PF)
	XYLOSMA CONGESTUM	SHINY XYLOSMA	36" OC	5 GAL	81	.5 (MED)
	HEMEROCALLIS	DAY LILIES	24" OC	1 GAL	163	.5 (MED)
	LAGERTROEMIA	CRAPE MYRTLE TREE	24" OC	15 GAL	6	.5 (MED)

SOIL PREPARATION

1. BACKFILL MIX FOR USE OF PLANTING ALL SHRUBS/TREES

6 PARTS BY VOLUME ON SITE SOIL.  
4 PARTS BY VOLUME ORGANIC AMENDMENT.  
1 LB. 12-12-12 COMMERCIAL FERTILIZER PER CUBIC YARD.  
1 LB. IRON SULFATE PER CU. YD. OF MIX.

(NOTE: THIS BACKFILL MIX IS FOR BIDDING PURPOSES ONLY. THE CONTRACTOR SHALL PROVIDE SOIL SAMPLES TO BE TESTED BY A SOIL AND PLANT LAB FOR ACTUAL BACKFILL AND SOIL AMENDMENT REQUIREMENTS.)

2. PLANT TABLE FOR ALL SHRUBS/TREES

3--21 GRAM AGRIFORM FERTILIZER TABLETS PER 5 GALLON STOCK  
4--21 GRAM AGRIFORM FERTILIZER TABLETS PER 15 GALLON STOCK

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SHEET TITLE:  
PLANT MATERIAL LEGEND,  
MAWA CALCULATIONS, AND  
LANDSCAPE NOTES

L1

REVISION:

9

LAX-310

LANDSCAPE NOTES

SCALE:

NONE

3 MAWA CALCULATIONS

SCALE:

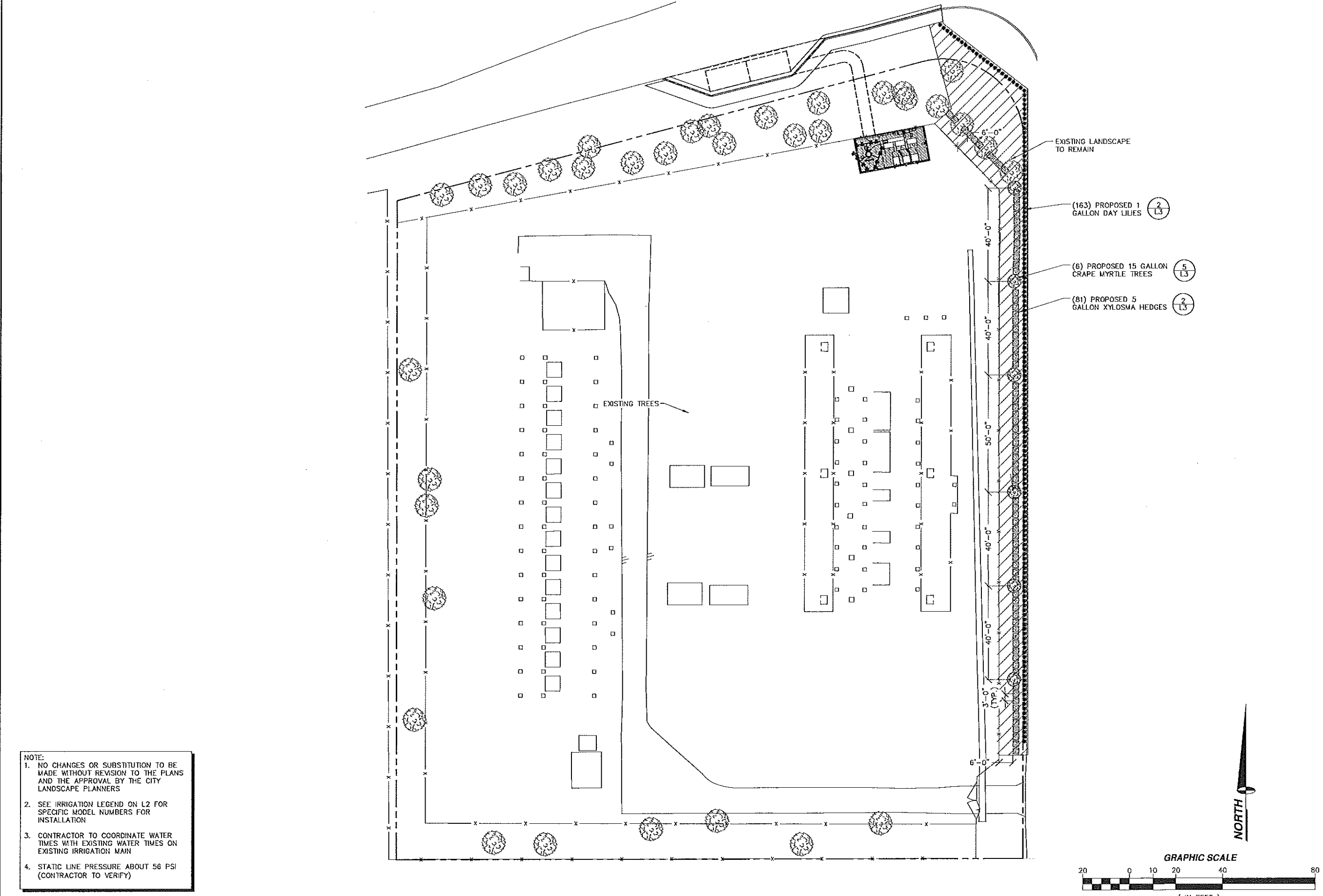
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2 PLANTING NOTES AND PLANT MATERIAL LEGEND

SCALE:

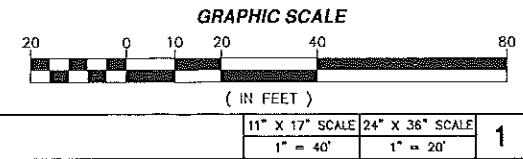
NONE

1



- NOTE:
1. NO CHANGES OR SUBSTITUTION TO BE MADE WITHOUT REVISION TO THE PLANS AND THE APPROVAL BY THE CITY LANDSCAPE PLANNERS
  2. SEE IRRIGATION LEGEND ON L2 FOR SPECIFIC MODEL NUMBERS FOR INSTALLATION
  3. CONTRACTOR TO COORDINATE WATER TIMES WITH EXISTING WATER TIMES ON EXISTING IRRIGATION MAIN
  4. STATIC LINE PRESSURE ABOUT 56 PSI (CONTRACTOR TO VERIFY)

DETAILED LANDSCAPE PLAN




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








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MTX-51 / BSC-4  
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SHEET TITLE:  
**LANDSCAPE PLAN**

REVISION:  
**9**  
LAX-310

**L1.1**

IRRIGATION LEGEND					
SYMBOL	MANUFACTURER	DESCRIPTION	MODEL #	GPH	PSI
	HEDGE	NETAFIM RING	TECHLINE CV	TLCV9-12XX	.9 40
	NETAFIM	MANUAL FLUSH VALVE /LINE END SHUT-OFF VALVE	TL5OV		
		PRESSURE MAINLINE, 2" PVC SCH 40, (SOLVENT WELD) BURY MIN. 18" BELOW GRADE			
		NON-PRESSURE LATERAL, PVC SCH 40, (SOLVENT WELD) BURY MIN. 12" BELOW GRADE. SIZE NOTED			
		SHRUB NETAFIM RING	TECHLINE CV	TLCV9-12XX	.9 40
		TREE NETAFIM RING			
	HUNTER	PRO-C 4-STATION CONTROLLER WITH SOLAR SYNC SENSOR			
	RAINBIRD	1" ANTI-SIPHON CONTROL ZONE KIT, 12" ABOVE HIGHEST HEAD	XACZ-100-PRF		
	NIBCO	BRASS BALL VALVE (IN-BOX, BELOW GRADE, LINE SIZE)	PFFP600		
	NETAFIM	LOW VOLUME CONTROL ZONE KIT WITH CONTROL VALVE	LVCZS8010075-LF		

IRRIGATION LEGEND		SCALE: NONE	4
<b>SCOPE OF WORK</b> 1. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, ETC., TO COMPLETE THE PROJECT "PER PLAN" 2. CONTRACTOR SHALL CONFIRM WATER PRESSURE PRIOR TO INSTALLATION AND REQUEST PLAN CHANGES, IF NECESSARY TO PROVIDE 100% COVER AT MAXIMUM EFFICIENCY. 3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS.			
<b>CODES</b> 1. ALL INSTALLATION AND MATERIALS SHALL BE AS PER LOCAL CODES AND ORDINANCES. PLANS AND SPECIFICATIONS SHALL NOT BE CONSTRUED AS WAIVING ANY SUCH REQUIREMENTS.			
<b>DRAWINGS AND VERIFICATION OF DIMENSIONS</b> 1. ALL IRRIGATION SHALL BE IN ACCORDANCE WITH PLANS AND SPECS. 2. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS INDICATED ON THE PLOT PLAN. THE CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE VERIFIED ALL DIMENSIONS AND SHALL INDICATE ALL DISCREPANCIES IN PLOT PLAN, IF ANY. ANY INDICATED DISCREPANCIES WILL BE CHECKED IMMEDIATELY BY THE OWNER BY IN FIELD MEASUREMENTS AND IF ANY DISCREPANCY BE FOUND, THE OWNER WILL AUTHORIZE IN WRITING ALL NECESSARY ADDITIONS OR DELETIONS, IF ANY. 3. IF THE CONTRACTOR SHOULD FAIL TO NOTIFY THE OWNER, HE SHALL, IN ALL EVENTS, SUPPLY ALL ITEMS INDICATED BY THE PLOT PLAN WITHOUT RIGHT TO COMPENSATION FOR ANY NECESSARY ADDITIONS.			
<b>MATERIALS</b> 1. ALL LATERAL LINES SHALL BE SCH 40 PVC. 2. A RAIN SWITCH MUST BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS. 3. ALL DIRECT BURIAL CONTROL WIRE SHALL BE 24V, SINGLE CONDUCTOR SOLID COPPER, U.L. APPROVED, 14 GA. MIN. PILOT WIRE PER MAKER'S RECOMMENDATIONS, 12 GA. MIN FOR COMMON GROUND WIRE.			
<b>INSTALLATION</b> 1. PLANS ARE DIAGRAMMATIC, ALL LINES SHALL BE IN PLANTING AREAS WHENEVER POSSIBLE. 2. MAINLINE INSTALLATION SHALL BE AS FOLLOWS: LATERAL LINES SHALL BE FLUSHED PRIOR TO INSTALLATION OF HEADS. 3. SCH. 40 AT 18" DEEP			
<b>TESTING</b> 1. SHOW OWNER SYSTEM WORKS AND CLOCK CONTROLS SYSTEM. 2. THE ABOVE TESTING SHALL BE COMPLETE PRIOR TO PLANTING OF ANY LANDSCAPING. *CONTRACTOR MUST SHOW THAT EACH VALVE IS CONTROLLED BY THE CLOCK			
<b>COVERAGE TEST</b> 1. WHEN THE SPRINKLER SYSTEM IS COMPLETED, THE CONTRACTOR SHALL PERFORM A COVERAGE TEST IN THE PRESENCE OF THE OWNER TO DETERMINE IF THE COVERAGE IS COMPLETE AND ADEQUATE. 2. CONTRACTOR SHALL MAKE ALL NECESSARY ADJUSTMENTS TO THE SATISFACTION OF THE OWNER AND PRIOR TO FINALIZING THE PROJECT.			
<b>GUARANTEE</b> 1. THE CONTRACTOR SHALL GUARANTEE SYSTEM AGAINST DEFECTIVE INSTALLATION FOR A PERIOD OF 12 MONTHS, AND AGAINST DEFECTIVE MATERIALS FOR A PERIOD OF ONE YEAR, PARTS ONLY. DURING THIS TIME, REPAIRS AND/OR REPLACEMENTS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. 2. CONTRACTOR SHALL FURNISH THE OWNER WITH THE FOLLOWING: A. MANUAL VALVE KEYS PER EACH CONTROLLER B. OPERATION MANUALS FOR AUTOMATIC CONTROLLERS AND VALVES			

IRRIGATION SPECIFICATIONS		SCALE: NONE	3
1. 120 V. ELECTRICAL POWER OUTLET FOR CONTROLLER TO BE PROVIDED BY OTHERS. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HOOKUP FROM OUTLET TO CONTROLLER.			
2. ALL WIRE FROM CONTROLLER TO ELECTRICAL CONTROL VALVES TO BE COPPER UGH #14 DIRECT BURIAL. INSTALL IN COMMON TRENCH WITH MAIN LINE WHERE POSSIBLE. PROVIDE 18" COVER.			
3. PROVIDE MINIMUM 18" COVER OVER ALL PRESSURE MAIN LINE AND 12" OVER ALL NON-PRESSURE LATERAL LINE PIPE. ALL PIPE UNDER PAVED AREAS TO HAVE SCH. 40 PVC SLEEVES INSTALLED PRIOR TO PAVING.			
4. FINAL LOCATION OF AUTOMATIC CONTROLLER TO BE DETERMINED BY OWNER'S REP. AND/OR LANDSCAPE ARCHITECT.			
5. THIS DESIGN IS DIAGRAMMATIC. EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND IS TO BE INSTALLED WITHIN PLANTED AREAS WHERE POSSIBLE.			
6. IRRIGATION CONTRACTOR SHALL FLUSH ALL LINES AND ADJUST ALL HEADS FOR MAX PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, DRIVES, AND BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT EXISTING SITE CONDITIONS.			
7. DO NOT WILLFULLY INSTALL THE SYSTEM AS DESIGNED WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT WERE NOT KNOWN DURING DESIGNING. SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE; OTHERWISE, THE IRRIGATION CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR ANY AND ALL NECESSARY REVISIONS.			
8. INSTALL ALL EQUIPMENT AS SHOWN IN DETAILS.			
9. SYSTEM DESIGN IS BASED ON MINIMUM OPERATING PRESSURE SHOWN AT EACH POINT OF CONNECTION. MAXIMUM GPM DEMAND SPECIFIED. IRRIGATION CONTRACTOR SHALL VERIFY ALL PRESSURES AT SITE PRIOR TO CONSTRUCTION.			
10. UPON COMPLETION OF JOB, PROVIDE OWNER WITH A REPRODUCIBLE SET OF "AS BUILT DRAWNGS".			
11. THE SYSTEM SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR. ANY DEFECTIVE MATERIAL OR POOR WORKMANSHIP SHALL BE REPLACED OR CORRECTED BY THE IRRIGATION CONTRACTOR AT NO COST TO THE OWNER.			

IRRIGATION NOTES		SCALE: NONE	2
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LANDSCAPING MAINTENANCE SCHEDULE												
TASK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CARE OF PLANTS												
MONITORING												
PRUNING (IF NEEDED)												
FERTILIZATION (IF NEEDED)				PERENNIALS							SHRUBS	
WATERING (AS NEEDED)												
TREE BED												
WEEDING (AS NEEDED)												
MULCHING												
PEST MANAGEMENT												
MONITORING												
CLEAN UP (IF NEEDED)												

NOTE:  
1. SHADED AREA IS FOR ALL PLANTS AND TREES

LANDSCAPING MAINTENANCE SCHEDULE

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CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:  
**LANDSCAPING MAINTENANCE  
SCHEDULE, NOTES,  
SPECIFICATIONS AND LEGEND**

**L2**

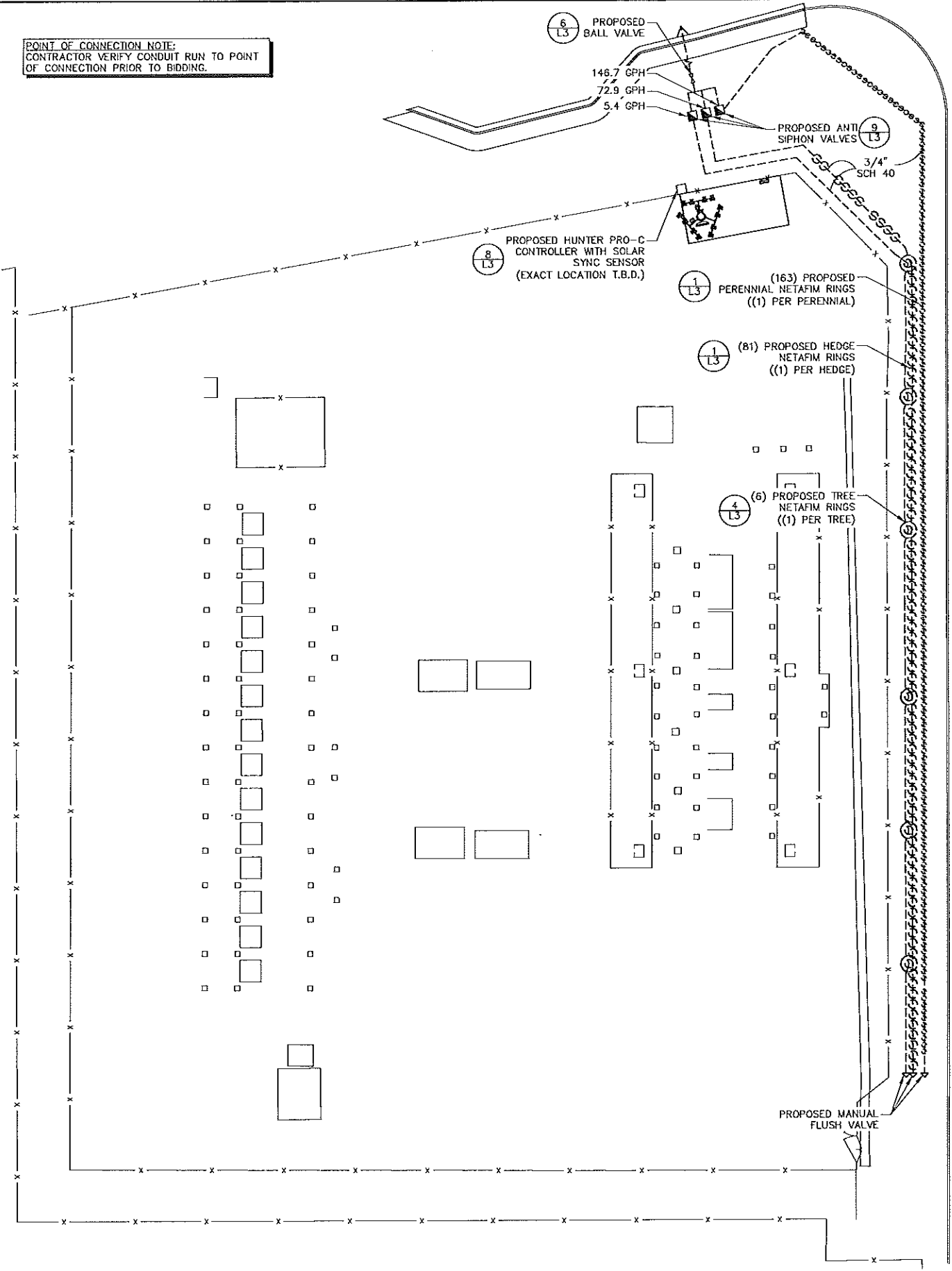
REVISION:  
**9**

227/415 LAX-310

SCALE:  
NONE

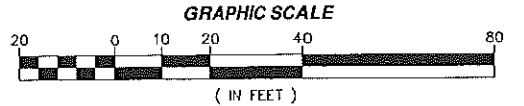
1

POINT OF CONNECTION NOTE:  
CONTRACTOR VERIFY CONDUIT RUN TO POINT  
OF CONNECTION PRIOR TO BIDDING.



- CONTRACTOR TO:
1. MODIFY EXISTING IRRIGATION TO ALLOW FOR NEW ENCLOSURE LOCATION AND ADDITIONAL HEADS TO IRRIGATE NEW SHRUBS AND TREES
  2. MODIFY EXISTING IRRIGATION CONTROLLER WITH A MODULE AND SENSOR TO PROVIDE WEATHER BASED INFORMATION THAT WILL AUTOMATE RUNTIMES BASED ON WEATHER (HUNTER SOLAR SYNC)
  3. REPAIR OR REPLACE ANY EXISTING LANDSCAPING DAMAGED FROM CONSTRUCTION TO AN ACCEPTABLE LANDSCAPE CONDITION WITH FULLY FUNCTIONING AND EFFICIENT IRRIGATION SYSTEM

- NOTE:
1. NO CHANGES OR SUBSTITUTION TO BE MADE WITHOUT REVISION TO THE PLANS AND THE APPROVAL BY THE CITY LANDSCAPE PLANNERS
  2. SEE IRRIGATION LEGEND FOR SPECIFIC MODEL NUMBERS FOR INSTALLATION
  3. CONTRACTOR TO COORDINATE WATER TIMES WITH EXISTING WATER TIMES ON EXISTING IRRIGATION MAIN
  4. STATIC LINE PRESSURE ABOUT 56 PSI (CONTRACTOR TO VERIFY)



11" X 17" SCALE	24" X 36" SCALE	1
1" = 40'	1" = 20'	

ISSUE STATUS			
REV.	DATE	DESCRIPTION	BY
0	10/31/13	90% ZONING	J.C.
1	11/05/13	100% ZONING	T.R.
2	12/09/13	CLIENT REVISION	P.A.
3	04/08/14	LAND USE REVISION	D.C.
4	06/30/14	LAND USE REVISION	T.R.
5	01/05/15	LAND USE REVISION	D.C.
6	08/05/15	LAND USE REVISION	R.S.
7	09/01/15	SCE REVISION	R.S.
8	03/09/16	PLANNING REVISION	D.C.
9	03/31/16	PLANNING REVISION	S.D.

**SPECTRUM**  
SPECTRUM SERVICES, INC.  
4405 E. AIRPORT DRIVE, SUITE 100  
ONTARIO, CALIFORNIA 91761  
PHONE: (909) 456-8401  
FAX: (909) 456-8408

PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

**verizon**  
15505 SAND CANYON AVENUE, D1  
IRVINE, CALIFORNIA 92618

**BULLDOG**  
**PEYTON SUBSTATION**  
MTX-51 / BSC-4  
NON-MCE  
UNADDRESSED PARCEL  
CHINO HILLS, CALIFORNIA 91709

SHEET TITLE:  
**IRRIGATION PLAN**

REVISION:  
**9**  
LAX-310

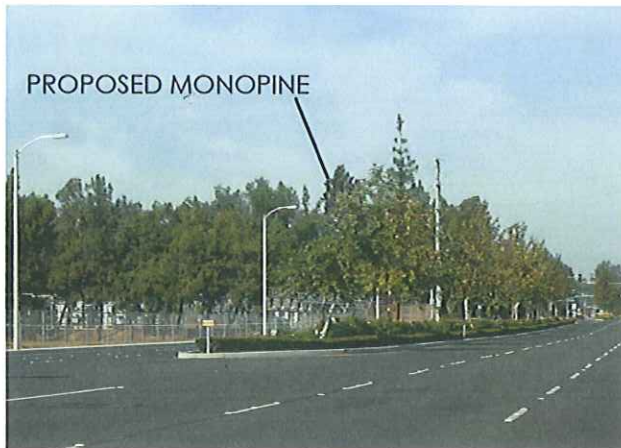
DETAILED IRRIGATION PLAN





# Alternatives Analysis

## Bulldog SCE Substation, English Road



January 4, 2016

Summary of Site Evaluations  
Conducted by Spectrum Services  
Compiled by Mackenzie & Albritton LLP



230/415  
EXHIBIT C

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## **I. Executive Summary**

Verizon Wireless seeks to fill a significant gap in its service coverage in the east Chino Hills area. Based on a review of nine alternatives as set forth in the following analysis, Verizon Wireless believes that placing antennas in a camouflaged treepole on a parcel with an existing public utility use and ample tree screening (the "Proposed Facility") constitutes the least intrusive alternative to provide service to the identified gap based on the values expressed in the City of Chino Hills Code of Ordinances (the "Code").

## **II. Significant Gap**

There is a significant gap in Verizon Wireless service in the east Chino Hills area. Verizon Wireless in-building service is lacking in a large area surrounding the intersection of Peyton Drive and English Road, including residential areas, commercial areas, City facilities and public schools. In-vehicle service is lacking along important roadways including a 1.2 mile stretch of Peyton Drive between Grand Avenue and Morningfield Drive, as well as a 0.7 mile stretch of English Road and a 0.3 mile stretch of Grand Avenue. (Collectively, the "Significant Gap") A coverage map demonstrating the Significant Gap is shown below under Alternative 9.

## **III. Methodology**

Once a significant gap has been determined, Verizon Wireless seeks to identify a location and design that will provide required coverage through the "least intrusive means" based upon the values expressed by local regulations. In addition to seeking the "least intrusive" alternative, sites proposed by Verizon Wireless must be feasible. In this regard, Verizon Wireless reviews the radio frequency propagation, elevation, slope, grading requirements, height of any existing structures, available electrical and telephone utilities, existing electrical substations, access, available ground space and other critical factors such as a willing landlord in completing its site analysis. Wherever feasible, Verizon Wireless seeks to deploy camouflaged or stealth wireless facilities to minimize visual impact.

Under the Code, certain structure-mounted facilities that comply with zoning district height limits are permitted as minor facilities with a site development permit. Other facilities including freestanding facilities and all facilities in residential zones or residential planned development areas require a conditional use permit. Code §§16.44.050(A), 16.44.050(B), 16.44.060(A). The top preference for location of wireless facilities is collocation with existing facilities, followed by building- and structure-mounted facilities, industrial/business park zoned locations and commercial zoned locations. Code § 16.44.040(D)(4). Major facilities including freestanding facilities may not be located within 200 feet of any residential structure. Code §16.44.060(B)(1). Facilities are restricted to 70 feet in height, towers in institutional use zones are restricted to 80 feet in height, and facilities exceeding zoning district height limits must meet special findings. Code §16.44.060(D). The Code also favors facilities that blend with the surrounding environment and are screened by existing vegetation and structures. Code §§16.44.040(D)(1), 16.44.040(D)(2). Specifically, ground-mounted facilities (including freestanding facilities) must be located in close proximity to existing features of comparable height such as utility infrastructure or trees. Code §16.44.060(E)(2).

#### **IV. Analysis**

In accordance with the Code's guidance, Verizon Wireless first investigated opportunities to collocate with existing wireless facilities. The closest existing freestanding facility is unsuitable for collocation due to unfavorable visual impact (a single shrouded monopole on a hill). Lacking a suitable collocation opportunity, Verizon Wireless sought examined existing buildings and structures and identified seven such alternatives, none of which proved feasible due to unwilling landlords and/or insufficient height for mounting of antennas to serve the Significant Gap, and none of which were viable options for new structures due to unfavorable visual impacts. Verizon Wireless next reviewed the vicinity of the Significant Gap for favored industrial/business park and commercial-zoned locations, but identified no such zoning districts in the area. Thereafter, Verizon Wireless reviewed the vicinity of the Significant Gap for parcels with other non-residential zoning designations, and identified an alternative with institutional zoning which offers superior radio frequency propagation with ample tree screening allowing it to blend with the surrounding environment.

The specific results of this analysis are as follows:

### *Collocation*

Verizon Wireless first sought to collocate its antennas with existing wireless facilities, and identified the following location in the greater vicinity of the Significant Gap.

1. **AT&T Facility**  
Address: Lost Trail Drive  
Elevation: 750 feet  
Zoning: PD



Verizon Wireless reviewed this slimline monopole with antennas concealed within a shroud located 0.7 miles south of the Proposed Facility and approximately 40 feet greater in elevation. Verizon Wireless requires twelve panel antennas to serve the Significant Gap, and the existing monopole is not suitable for expansion due to structural limitations and the concealment technique. An additional monopole at this location on a prominent topographic rise would present a substantial visual impact where there are no screening trees or structures to blend such a facility into the surroundings as required by the Code. In contrast, the Proposed Facility camouflaged treepole is placed next to established trees, which provide screening and a backdrop when viewed from public areas. Due to the unfavorable visual impact, the AT&T site is not a feasible alternative for Verizon Wireless's facility.

### *Existing Structures*

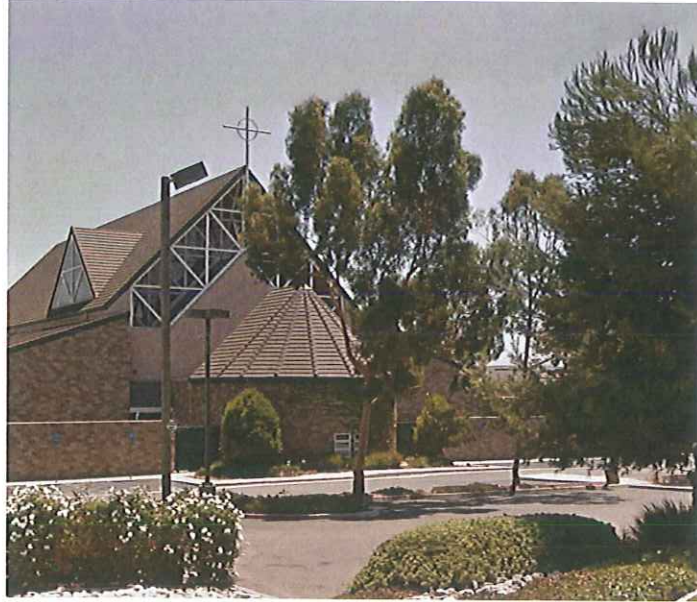
Lacking a viable collocation opportunity, Verizon Wireless next sought existing structures for placement of its wireless facility, and identified the following nine locations, several of which were also considered for placement of a new structure.

**2. St. Paul the Apostle Catholic Church**

Address: 14085 Peyton Drive

Elevation: 710 feet

Zoning I-1



Verizon Wireless reviewed this church building located due east of the Proposed Facility property across Peyton Drive at a similar elevation. The structure is of insufficient height to support Verizon Wireless's antennas at the height necessary to serve the Significant Gap. Further, when approached regarding placement of a wireless facility on the property, the Church declined to enter into lease negotiations. With neither sufficient height nor a willing landlord, this location is not a feasible alternative for Verizon Wireless's facility.

3. **Chino Valley Church**  
Address: 14601 Peyton Drive  
Elevation: 690 feet  
Zoning: I-1



Verizon Wireless reviewed this church building located 0.6 miles southeast of the Proposed Facility and 20 feet less in elevation. Given the lower elevation and very limited height of the structures, building-mounted antennas could not be placed at the height necessary to serve the Significant Gap, and a new structure placing antennas at the height required to serve the Significant Gap would exceed the height of the Proposed Facility by approximately 20 feet. Verizon Wireless approached the Church regarding placement of a wireless facility on the property, but received no reply to telephone messages or written correspondence. With neither sufficient height nor a willing landlord, this location is not a feasible alternative for Verizon Wireless's facility.

4. **Church of Jesus Christ of Latter-Day Saints**  
Address: 3354 Eucalyptus Drive  
Elevation: 695 feet  
Zoning: I-1



Verizon Wireless reviewed this church building located 0.4 miles southeast of the Proposed Facility and 15 feet less in elevation. Given the lower elevation and limited height of the structures on the property, building-mounted antennas could not be placed at the height required to serve the Significant Gap, and a new structure placing antennas at the required height would exceed the height of the Proposed Facility by approximately 15 feet. It is the national policy of the Church of Jesus Christ of Latter-Day Saints not to entertain placement of wireless facilities on Church property. With neither sufficient height nor a willing landlord, this location is not a feasible alternative for Verizon Wireless's facility.

5. **Chino Hills City Hall**  
Address: 14020 City Center Drive  
Elevation: 705 feet  
Zoning: Specific Plan



Verizon Wireless reviewed this City building located 0.2 miles northeast of the Proposed Facility at a similar elevation. The structure is of insufficient height to support Verizon Wireless's antennas at the height required to serve the Significant Gap. Placement of a freestanding structure would result in a visually intrusive facility, where all areas of the City Hall property are accessible and viewable, and existing trees and structures are of insufficient height to blend such a facility into the surroundings as required by the Code. In contrast, the Proposed Facility camouflaged treepole is placed next to established trees which provide screening and a backdrop when viewed from public areas. In addition, there is not available space on this property for the required 30 foot by 15 foot equipment and tower area without removal of landscaping or parking spaces. Due to insufficient height of existing structures, limited available space and the unfavorable visual impacts of a new structure, this is neither a feasible nor less intrusive alternative to the Proposed Facility.

**6. Chino Hills Community Center**

Address: 14250 Peyton Drive

Elevation: 705 feet

Zoning: Specific Plan

Verizon Wireless reviewed a new City building located 0.25 miles south of the Proposed Facility at a similar elevation. The structure is of insufficient height to support Verizon Wireless's antennas at the height required to serve the Significant Gap. Placement of a freestanding structure would result in a visually intrusive facility where all areas of the property are accessible and visible and existing trees and structures are of insufficient height to blend such a facility into the surroundings as required by the Code. In contrast, the Proposed Facility camouflaged treepole is placed next to established trees which provide screening and a backdrop. In addition, there is not available space on this property for the required 30 foot by 15 foot equipment and tower area without removal of landscaping or parking spaces. Due to insufficient height of existing structures, limited available space and the unfavorable visual impacts of a new structure, this is neither a feasible nor less intrusive alternative to the Proposed Facility.

7. **Ruben Ayala High School**  
Address: 14255 Peyton Drive  
Elevation: 700 feet  
Zoning: I-2



Verizon Wireless reviewed this public school property located 0.2 miles southeast of the Proposed Facility and 10 feet less in elevation. Structures on the property are of insufficient height to support Verizon Wireless's antennas at the height required to serve the Significant Gap. Placement of a freestanding structure would result in a visually intrusive facility where all areas of the property are accessible and viewable, and existing trees and structures are of insufficient height to blend such a facility into the surroundings as required by the Code. In contrast, the Proposed Facility camouflaged treepole is placed next to established trees, which provide screening and a backdrop when viewed from public areas. Due to insufficient height of existing structures, limited available space and the unfavorable visual impacts of a new structure, this is neither a feasible nor less intrusive alternative to the Proposed Facility.

**8. McCoy Equestrian & Recreation Center**

Address: 14280 Peyton Drive

Elevation: 705 feet

Zoning: I-2 / R-R



Verizon Wireless reviewed this 20-acre City-owned facility located adjacent to the Proposed Facility property at a similar elevation. Structures on the property are of insufficient height to support Verizon Wireless's antennas at the height necessary to serve the Significant Gap. Placement of a freestanding structure would result in a visually intrusive facility, where all areas of the property are accessible and visible and existing trees and structures are of insufficient height to blend such a facility into the surroundings as required by the Code. In contrast, the Proposed Facility camouflaged treepole is placed next to established trees which provide screening and a backdrop. Due to insufficient height of existing structures, limited available space and the unfavorable visual impacts of a new structure, this is neither a feasible nor less intrusive alternative to the Proposed Facility.

***Institutional Zone***

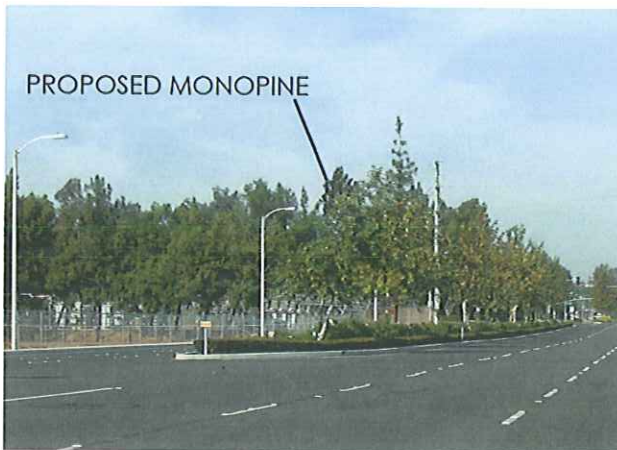
Lacking collocation or structure-mounted facility opportunities, and with aforementioned alternatives unsuitable for placement of new structures, Verizon Wireless next reviewed the vicinity of the Significant Gap for favored industrial/business park and commercial-zoned locations, but identified no such zoning districts in the area. As a substantial area of the significant gap is zoned residential or is in residential use, and unsuitable due to the required 200 foot setback from residential structures, Verizon Wireless reviewed the vicinity of the Significant Gap for parcels with other non-residential uses or zoning designations, and identified an alternative with an existing SCE substation now zoned "institutional/public" which offers superior radio frequency propagation with ample tree screening allowing it to blend with the surrounding environment.

**9. Proposed Facility – SCE Substation**

Address: 14280 Peyton Drive

Elevation: 710 feet

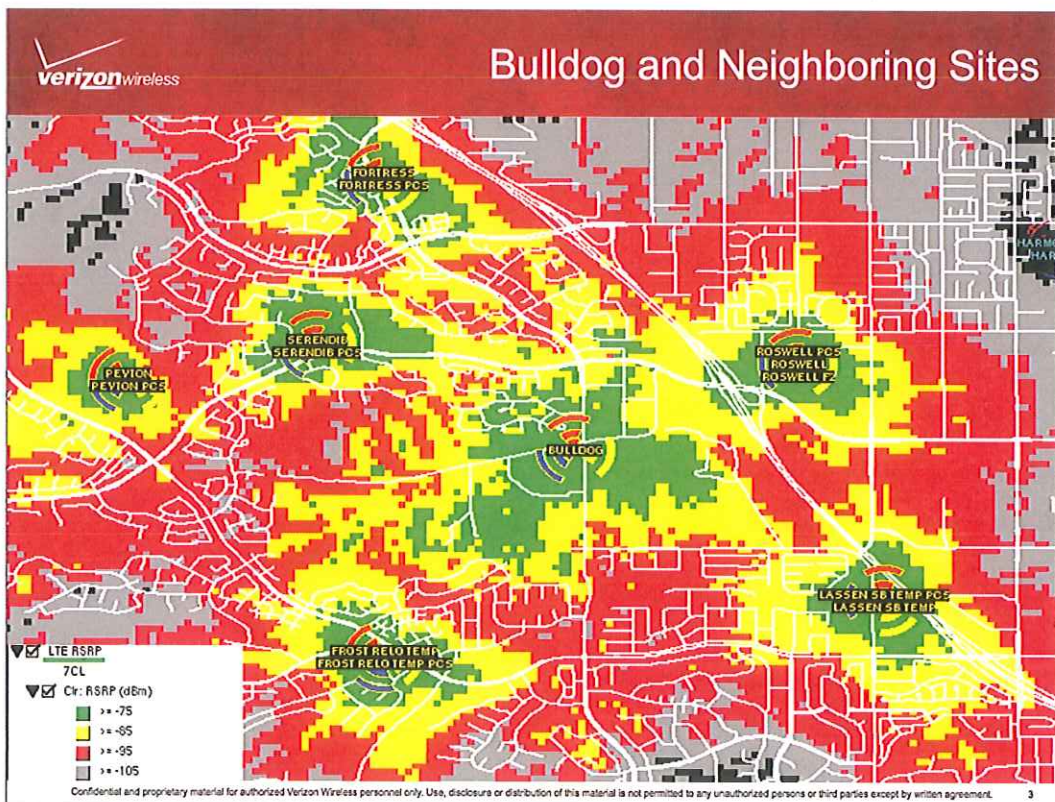
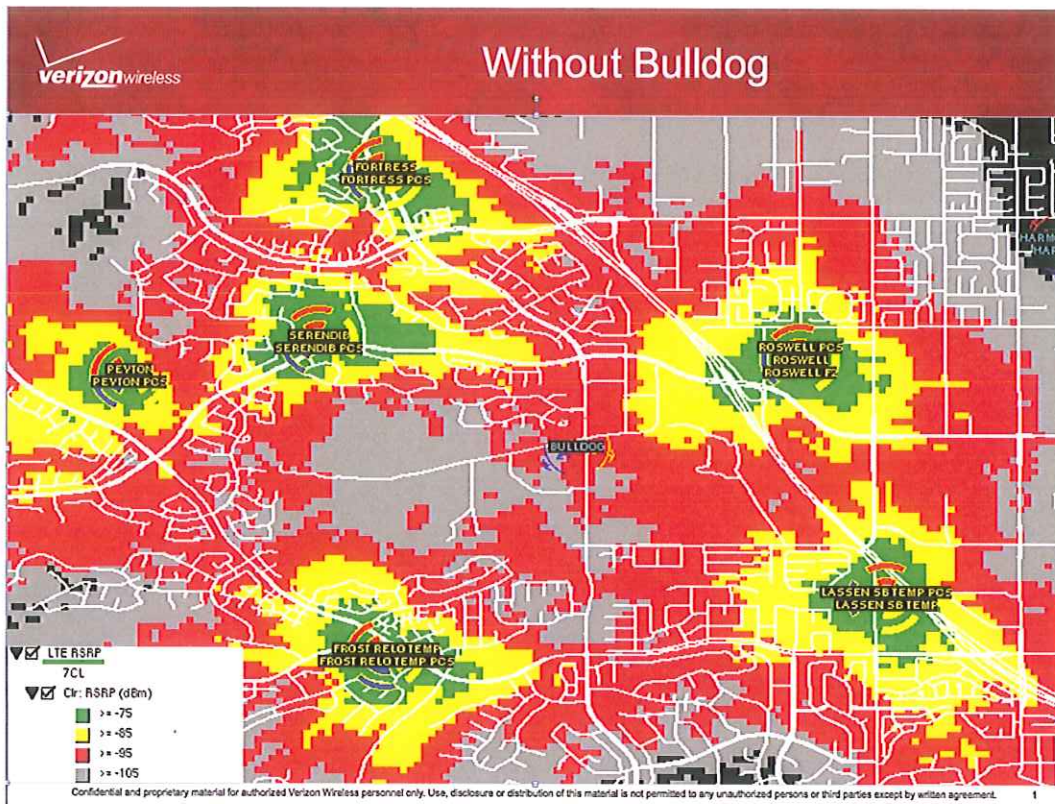
Zoning: I-2



Verizon Wireless proposes to conceal its panel antennas within a 50-foot camouflaged treepole placed next to a row of established trees on this property with an existing public utility use, a Southern California Edison electrical substation. The treepole will be placed within a 30 foot by 15 foot fenced equipment area along with radio equipment cabinets and a generator which will provide power in case of emergency. The Proposed Facility will be set back over 200 feet from any residential structure as required by Code. There are numerous established trees along the perimeter of this SCE property, including a number of trees adjacent to the Proposed Facility treepole which are of equal or greater in height. This ample adjacent tree screening will allow the Proposed Facility to blend with its surroundings in compliance with Code requirements. Verizon Wireless will also plant 58 new juniper shrubs along the east property line next to the Peyton Road right-of-way. The favorable elevation at this location allows for a 50-foot treepole height, substantially lower than the 70 feet under the wireless Code and 80 feet under the institutional zoning district allowed under the Code. As shown in the coverage maps below, a facility at this location near the center of the Significant Gap provides excellent radio frequency propagation to serve the gap. This is Verizon Wireless's preferred location for the Proposed Facility.

## **Conclusion**

Verizon Wireless has reviewed nine alternatives for the placement of its wireless facility to serve a Significant Gap in network coverage in the east Chino Hills area. Based upon the preferences identified in the Code, the Proposed Facility – a camouflaged treepole facility on a parcel with an existing public utility (SCE substation) use and ample tree screening – clearly constitutes the least intrusive location for Verizon Wireless's facility under the values expressed by City of Chino Hills regulations.



# PHOTOGRAPHIC SIMULATION

## PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE LOCATION MAP

SITE NAME: BULLDOG

SITE ADDRESS: NW CORNER OF ENGLISH RD.  
AND PEYTON DR.  
CHINO HILLS, CA 91709

DATE: 12/12/2013

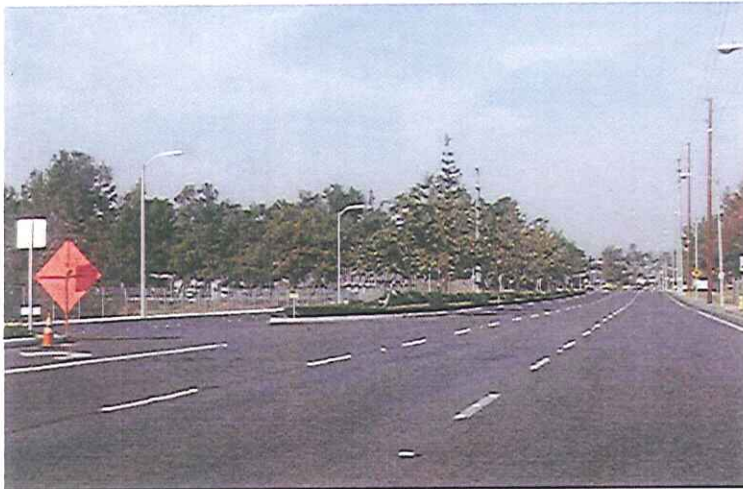
APPLICANT: VERIZON WIRELESS  
15505 SAND CANYON AVE.  
BUILDING D, 1ST FLOOR  
IRVINE, CA 92618

(949) 286-7000



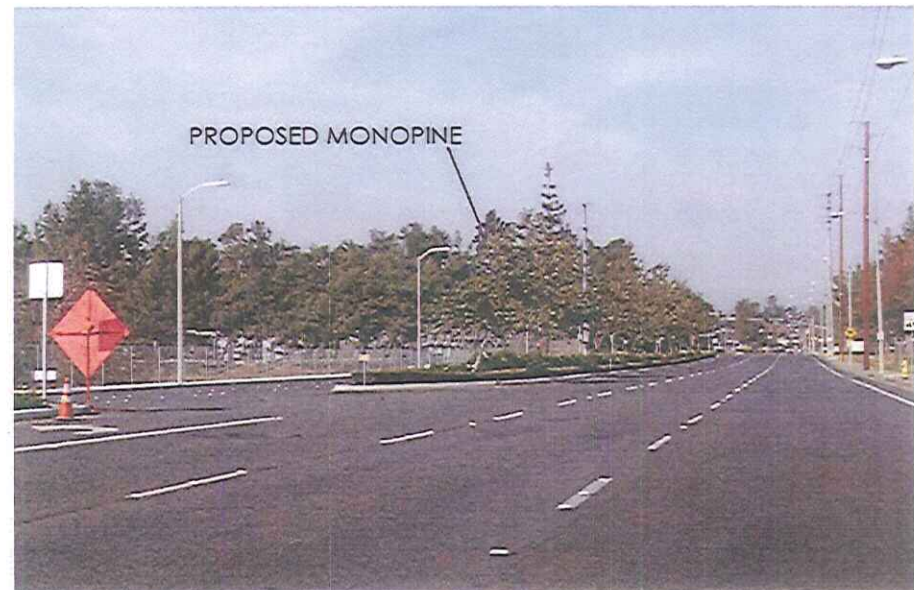
2013 ©GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING -VIEW 1

PHOTOGRAPHIC SIMULATION -  
VIEW 1

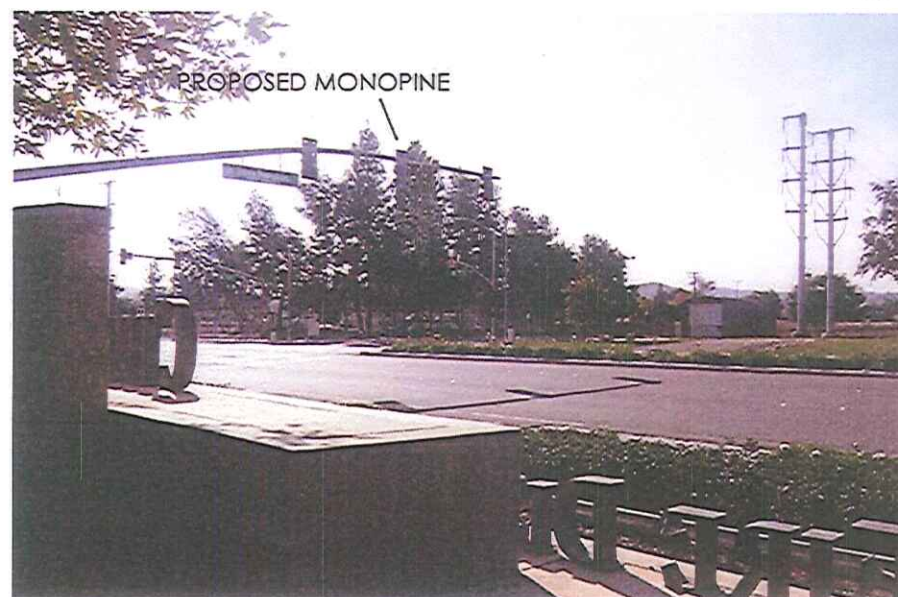


PROPOSED INSTALLATION OF 50' MONOPINE WITH ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF EQUIPMENT COMPOUND WITH CABINETS, GENERATOR, AND CHAIN LINK FENCING.



EXISTING -VIEW 2

PHOTOGRAPHIC SIMULATION -  
VIEW 2



PROPOSED INSTALLATION OF 50' MONOPINE WITH ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF EQUIPMENT COMPOUND WITH CABINETS, GENERATOR, AND CHAIN LINK FENCING.

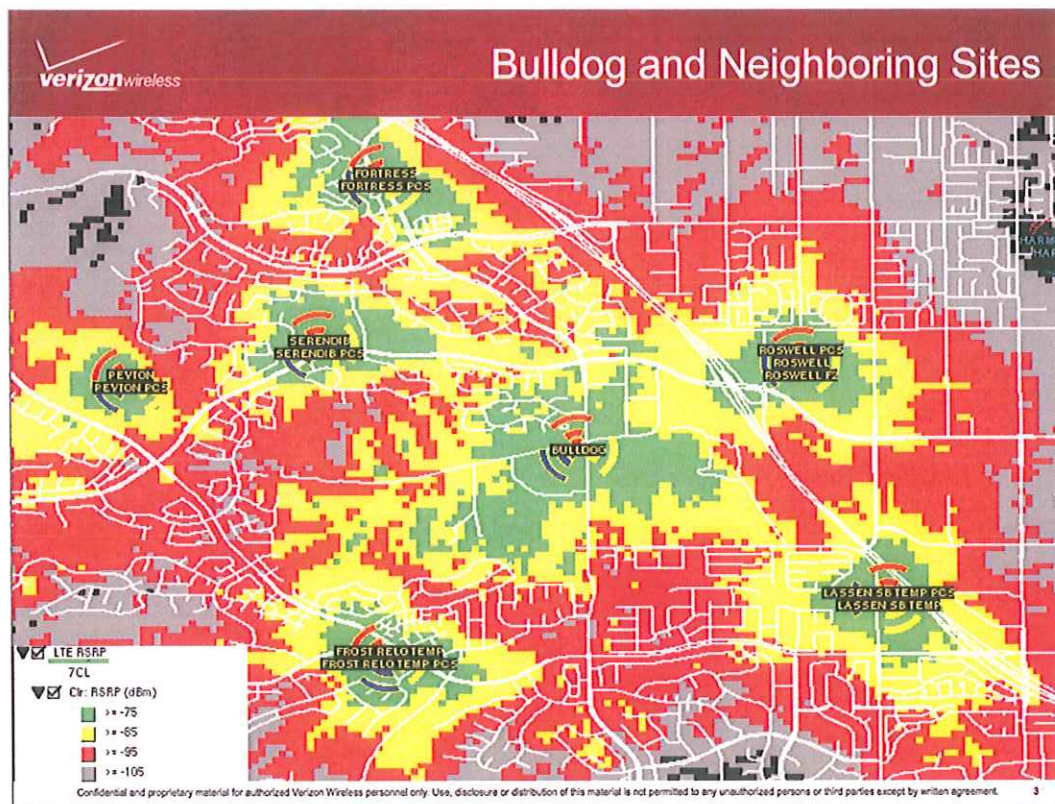
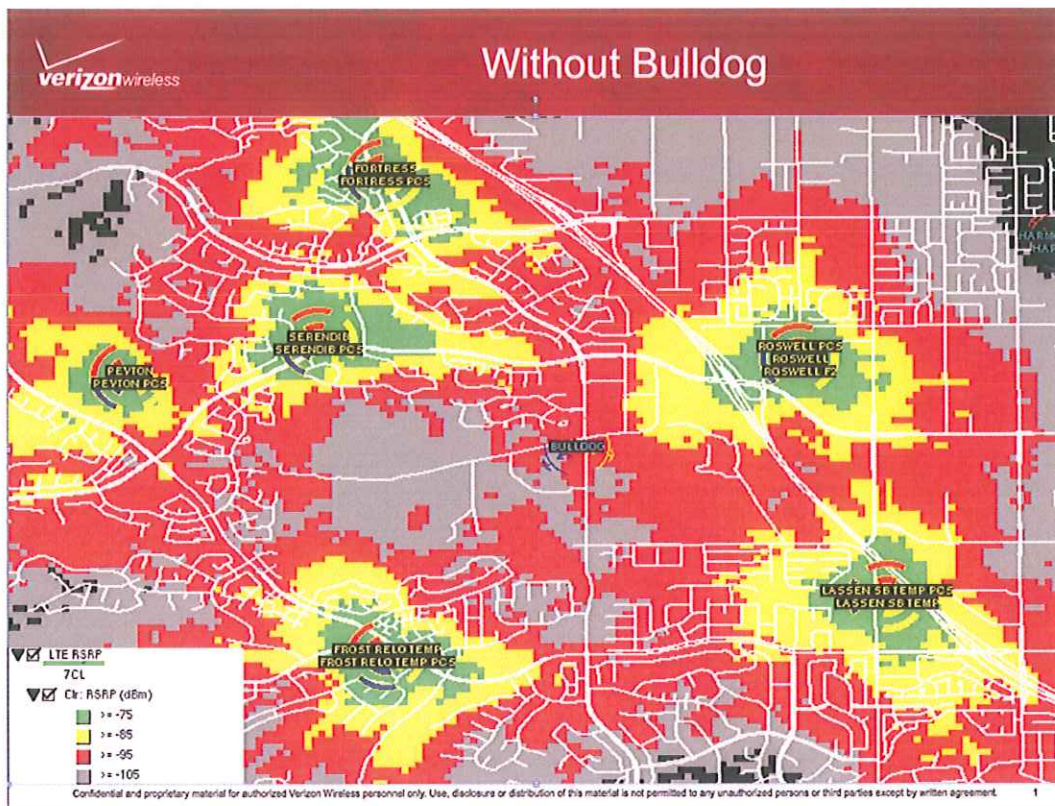


EXISTING -VIEW 3

PHOTOGRAPHIC SIMULATION -  
VIEW 3



PROPOSED INSTALLATION OF 50' MONOPINE WITH ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF EQUIPMENT COMPOUND WITH CABINETS, GENERATOR, AND CHAIN LINK FENCING.



## AFFIDAVIT OF MAILING

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

I, Kim Zuppiger, do hereby certify before the Planning Commission of the City of Chino Hills that a copy of the Public Meeting Notice for Conditional Use Permit 14CUP02 for a new Verizon wireless telecommunication facility (monopine) within the Southern California Edison substation located on the southwest corner of English Road and Peyton Drive was mailed to each and every person set forth on the attached list on the 25th of May 2016. A copy of said Notice is attached hereto. Mailing of this document was completed by placing a copy of said document in an envelope, with postage prepaid, and depositing same in the U.S. Mail at Chino Hills, California.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Chino Hills, California, this 25th of May 2016.

  
\_\_\_\_\_  
Kim Zuppiger, Contract Planner

1024-022-13,14  
SOUTHERN CALIFORNIA EDISON  
COMPANY  
PO BOX 800  
ROSEMEAD CA 91770

1022-021-29  
ROMAN CATHOLIC BISHOP OF SAN BDNO  
1201E HIGHLAND AVE  
SAN BERNARDINO CA 92404

1022-021-40  
CITY OF CHINO HILLS  
555S FLOWER ST #2700  
LOS ANGELES CA 90071

1022-331-02  
CHINO UNIFIED SCHOOL DIST  
5130 RIVERSIDE DR  
CHINO CA 91710

1024-021-06  
ANDREW & LINDA LUJAN FAM 2/2 / 11  
3142 ENGLISH RD  
CHINO HILLS CA 91709

1024-022-12  
WILLIAM C & MARY A HUGHES  
3217 ENGLISH RD  
CHINO CA 91709

1024-022-15  
DUNLAP FAMILY TRUST 9-22-00  
801E CHAPMAN AVE #233  
FULLERTON CA 92831

1024-061-08  
TU NUGYEN  
3253 GIANT FOREST LOOP  
CHINO HILLS CA 91709

1024-061-09  
YING JIN  
3241 GIANT FOREST LOOP  
CHINO HILLS CA 91709

1024-061-10  
VITHLANI FAMILY TRUST  
3231 GIANT FOREST LOOP  
CHINO HILLS CA 91709

1024-061-11  
EDWARD G & MARTHA J SMITH  
3219 GIANT FOREST LOOP  
CHINO HILLS CA 91709

1024-061-34  
PAYNE RANCH ESTATES HOMESOWNERS  
ASSN  
12630 CENTRAL AVE  
CHINO CA 91710

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: C01

Public Hearing: ☒

Discussion Item: ☐

Consent Item: ☐

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: HEARING TO ADOPT THE 2016/17 FISCAL YEAR BUDGET;  
ESTABLISH THE 2016/17 FISCAL YEAR APPROPRIATION LIMITS;  
AND CONSIDER AMENDING USER FEES

### RECOMMENDATION:

Conduct a public hearing, consider evidence, and adopt Resolutions entitled:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET FOR FISCAL YEAR 2016/17.
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ESTABLISHING THE FISCAL YEAR 2016/17 APPROPRIATION LIMITS FOR THE CITY OF CHINO HILLS AND COMMUNITY FACILITIES DISTRICTS.
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, MODIFYING THE MASTER SCHEDULE OF FEES, AND SUPERSEDING RESOLUTION NO. 2015R-18.

### BACKGROUND/ANALYSIS:

#### **FY 2016/17 BUDGET:**

The Preliminary Budget document for the FY 2016/17 was transmitted to the City Council on May 9, 2016. On May 24, 2016, a Budget Workshop was held to discuss the proposed budget for FY 2016/17.

In the Preliminary Budget, the City's proposed expenditures for FY 2016/17 total \$160.9 million including General Fund operating expenditures of \$36.1 million and restricted fund expenditures of \$2 million. The City's estimated revenues for FY 2016/17 are \$157.2 million. General Fund revenues, which fund law enforcement and general services, total \$38.2 million. The remaining \$119 million of the City's revenues comes from restricted sources including special revenue funds, proprietary operations, internal service funds, and agency funds. The City's General Fund is proposed to have an operating surplus of \$1.9 million.

The Capital Improvement Program for FY 2016/17 includes expenditures in the amount of \$22.5 million. This total is comprised of \$11.2 million in carryover projects and \$11.3 million in new projects.

#### Personnel

In the Adopted FY 2015/16 Budget, 144 Full-Time positions were authorized. The changes during FY 2015/16 resulted in a net increase of one Full-Time position. The proposed FY 2016/17 budget reflects the addition of one Senior Maintenance Worker bringing the FY 2016/17 Full-Time authorized position count to 146.

The Permanent Part-Time position count in the Adopted FY 2015/16 budget was eight. The changes during FY 2015/16 resulted in a net increase of one Permanent Part-Time position. The FY 2016/17 budget reflects the addition of one Permanent Part-Time Management Analyst position and the deletion of one Accountant position bringing the FY 2016/17 Permanent Part-Time positions count to nine. In addition, the City employs Temporary Part-Time staff to augment its Full-Time staff.

#### Modifications to Preliminary Budget

Subsequent to the release of the Preliminary Budget, and as discussed at the May 24th Budget Workshop, following are the modifications recommended for incorporation into the FY 2016/17 Adopted Budget:

- The budget rebrands the "Recreation Services" Division to "Community Services" to better convey to residents that services being provided are more than just "Recreation". The title "Recreation Services" does not convey the full depth of services being offered in the division such as the Healthy Cities Program, Volunteer Services Program, Military Banner Program, as well as other services to the community. In addition, references to Recreation have been updated accordingly including the "Recreation Fund" is now the "Community Services Fund" and Recreation Coordinator and Recreation Supervisor titles are re-titled to Community Services Coordinator and Community Services Supervisor.
- The recent refunding of bonds by the Chino Basin Desalter Authority resulted in staff revisiting the budget estimates for the Water Utility Fund for the FY 2016/17 and the subsequent four years. This analysis resulted in an increase in revenues of \$752,000 and a decrease in appropriations of \$375,200 for FY 2016/17.
- Estimated revenues for the repayment of inter-fund loans were omitted in the Preliminary Budget within the funds receiving the payment resulting in an increase to estimated revenues in the Sewer Utility Fund and Developer Impact Fee Fund of \$1.1 million and \$6.1 million, respectively.

AGENDA DATE: JUNE 14, 2016 PAGE 3  
SUBJECT: HEARING TO ADOPT THE 2016/17 FISCAL YEAR BUDGET;  
ESTABLISH THE 2016/17 FISCAL YEAR APPROPRIATION  
LIMITS; AND CONSIDER AMENDING USER FEES

The budget transmittal letter (Attachment A) is attached to this staff report. The transmittal letter provides the synopsis of the financial plan for the FY 2016/17.

#### **ESTABLISHING THE APPROPRIATION LIMIT FOR FY 2016/17:**

Cities are required to establish an appropriation limit for a new fiscal year by June 30 of the current fiscal year in accordance with Article XIII B of the California Constitution - Gann Initiative. Each year, the appropriation limit is modified by two factors; one factor is a population-based factor; the second factor is an economic-based factor. The population factor that may be selected is the greater of the percentage increase in the City's population or the County's population. The economic factor that may be selected is either (a) the percentage change in the state's per capita personal income or (b) the percentage change in the City's assessed valuation caused by new non-residential construction.

The population factor selected for FY 2016/17 is the City's growth factor, which is an increase factor of 1.08 percent (per the State Department of Finance). The appropriation limit for FY 2016/17 has been calculated using this factor of 1.08 percent.

The economic factor selected for the FY 2016/17 is the increase in the state's personal income per capita factor (5.37 percent) as this is the only economic factor available at this time. The County does not release the factor for the change in the assessed valuation caused by new non-residential construction until July of a fiscal year. Therefore, this factor is unknown at the time the City is required to adopt its appropriation limit.

However, at the time the City adopts its appropriation limit in the next fiscal year, the City may revise the prior year's calculation if it is determined that the percentage change factor for the new non-residential construction assessed valuation is in the best interest of the City rather than the percentage change in the personal income per capita factor.

The City's appropriation limit based on the above-mentioned growth factors for the FY 2016/17 is \$254,244,759 (Attachment C)

It has come to staff's attention that the Community Facilities District (CFD) No. 10 (Fairfield Ranch) and CFD No. 2015-1 (Vila Borba) require an annual appropriation limit be approved which has been included in the attached Resolution. The appropriation limit based on the above-mentioned growth factors for FY 2016/17 is \$270,700,681 for CFD No. 10 (Fairfield Ranch) (Attachment D) and \$5,325,400 for CFD No. 2015-1 (Vila Borba) (Attachment E).

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### **AMENDING USER FEES:**

On July 14, 2015, the City Council reviewed the entire Master Schedule of Fees.

User fees are commonly charged in connection with participation in a program or activity, or for access to a government service. The user fees are based on a cost recovery concept meaning that the amount of the revenue generated from the fees may not exceed the estimated reasonable cost of providing the services. The user fees are calculated by multiplying the blended hourly rates by the average time spent to provide the service directly related to the user fee. The blended hourly rates consist of direct costs and indirect costs. The indirect costs are the Citywide overhead costs derived from the Cost Allocation Plan.

#### Cost Allocation Plan Update

The Cost Allocation Plan determines the cost of Citywide overhead charges necessary to reimburse the General Fund. City staff has updated the Cost Allocation Plan to calculate the distribution of the Citywide overhead. The update process started with the FY 2015/16 Adopted Budget as the foundation for the cost plan to determine overhead charges for FY 2016/17.

Staff conducted a detailed review of the costs for each function within each support department (City Council, City Attorney, Finance, City Manager, and City Clerk) and other divisions and programs such as Emergency Preparedness, Facilities Maintenance, and the Volunteer program. The costs were distributed as Citywide overhead costs to the various benefiting cost centers.

Attached is a Summary of the Citywide Overhead (Attachment G). The schedules containing all of the detailed information for the Cost Allocation Plan and the User Fee Cost Worksheets are available in the City Clerk's office for the City Council and residents to review. They are too large to include in the agenda packet, but they are submitted as supporting documentation for the City Council to consider in establishing these fees.

#### Annual Blended Hourly Rate Update

It is sound business practice to adjust fees and charges annually to reflect the current costs of doing business. Fees should be adjusted to ensure that current fees are reflective of the current costs of doing business. The justification for the blended hourly rates can be found on the FY 2016/17 Blended Hourly Rate Worksheets which are on file in the City Clerk's office.

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The proposed blended hourly rates for FY 2016/17 are as follows:

Department/Division	Current	Proposed
City Clerk	\$ 78	\$ 79
City Manager - Code Enforcement	\$100	\$105
Community Services – Recreation Full-Time Staff	\$ 80	\$ 97
Community Services – Recreation Part-Time Staff	\$ 25	\$ 26
Community Development	\$201	\$207
Finance	\$ 77	\$ 77
Information Technology	\$105	\$122
Engineering	\$193	\$197
Public Works	\$112	\$113
Community Relations	\$117	\$112

#### Master Fee Schedule

The Master Fee Schedule is a compilation of user fees and charges of the City. The "red-line" version of the Master Fee Schedule (Attachment H) includes the services, description, current fee, and the proposed fee. The proposed fees are rounded for ease in implementation. The fees being recommended are identified in Exhibit A to the attached Resolution.

There are also new fees being recommended. These fees are identified in Exhibit A to the attached Resolution. The documentation supporting the calculation of these fees is found in the FY 2016/17 User Fee Cost Worksheets on file in the City Clerk's office.

It is recommended to forego the issuance of a separate Business License to vendors that participate in various City sponsored Community Services Special Events.

#### **Initial Deposits Previously Omitted from Current Fee Schedule**

##### **Building Services**

New Ref. No.	Fee	Description	Initial Deposit Amount
73	Administrative Fees	Geotechnical Report Review (single dwelling unit)	\$5,000
75	Administrative Fees	Temporary Construction Trailer	\$200
76	Administrative Fees	Temporary Certificate of Occupancy Inline Building	\$1,000
77	Administrative Fees	Temporary Certificate of Occupancy Stand-Alone Building	\$5,000

**New Fees:**

New Ref. No.		Fee	Description	Fee Amount	Reason
2	Community Services		Cancellation Fee (per class, per participant)	\$4.00	(A)
19	Building Services	Building Permits and Fees	Window Change Outs	\$311	(B)
20	Building Services	Building Permits and Fees	Bathroom Remodel	\$415	(B)
21	Building Services	Building Permits and Fees	Kitchen Remodel	\$415	(B)
22	Building Services	Building Permits and Fees	Rear Yard Improvements Non-structural	\$208	(B)
23	Building Services	Building Permits and Fees	Cellular Transmission Facility	831	(C)
42	Building Services	Electrical Permits	Photovoltaic Permit - Multi-Family, Commercial Roof mounted	\$519	(C)
74	Building Services	Administrative Fees	Temporary Use Permit for Temporary Construction Trailer	\$207	(C)
31	Development Services	Minor Permits	Reasonable Accommodations (if as a result of his/her disability, the applicant cannot afford to pay this fee, the applicant may provide a brief description of the financial circumstances that prevent the payment of such fees, and a written request for fee waiver).	\$2,907	(D)

- (A) This Cancellation Fee is to replace the \$14.00 "Requested Refund" fee that is being deleted.
- (B) A new flat fee based on the typical actual cost to render service. The services were previously charged on a per square foot basis (see Table 1 – Building Use: R Occupancy – Additions). Based on an analysis of building inspection records, it was determined that a flat fee would better reflect actual costs resulting in lower fees for these types of services.
- (C) A new flat fee based on typical cost to render services. These services were typically charged on a per hour basis. Based on an analysis of building inspection records, it was determined that the time to render these services does not vary, therefore, a flat fee is being recommended.
- (D) A fee is required per Development Code Section 16.47.050.C.5. No fee was previously established. During the past fiscal year, "Reasonable Accommodations" reviews have been processed. Based on this experience, the proposed application filing fee is being established.

**Modification to Fees:**

New Ref. No.		Fee	Current	Proposed	Reason
2	Building Services	Building Permits and Fees – Primary sign	\$403	\$519	Fee increased due to increased staff time for planning inspections.
33	Building Services	Electrical Permits - Secondary Signs, Outline Lighting and Marquees supplied from one branch circuit, each	\$403	\$623	Fee increased due to increase staff time for tasks related to planning inspections and building processing and inspections.
26	Development Services	Minor Permits - Permanent Sign - Review and Approval	\$403	\$310	Fee decreased due to tasks for planning processing time (sign review and inspection) was re-evaluated.
7	Engineering Services	Traffic Permits – Oversize – Single Trip	\$96	\$16	Fee decreased to comply with State regulations that limit the amount of the fee to \$16

**Deleted Fees**

Old Ref. No.		Fee	Current	Reason
2	Community Services	Requested Refund	\$14	This fee is being replaced with the new "Cancellation Fee (per calls, per participant) fee of \$4.
6	Community Services	Recreation Services – Advertising in Recreation Brochure	Was Table 6	Advertising Program was determined to not be a viable program.
65	Building Services	Administration Fees – Minor Variance Bldg.	\$604	All minor variances will be included in the Development Services section of fees and processed pursuant to Chapter 16.72 of the Municipal Code.

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#### Frequency of User Fee Cost Studies

It is recommended that the City perform this internal review annually applying the blended hourly rate formula described above, but comprehensively review services and fees performed every five years by an independent third party. The last independent third party review used the FY 2013/14 budget as the foundation for the review, therefore, the next independent third party review should be based on the FY 2018/19 budget.

A comprehensive review is a formal study to ensure that the methodology employed by the City provides a direct relationship between the costs of services provided and the fees charged.

#### Public Notice

A notice regarding the amending of fees was mailed to interested parties on May 31, 2016. A public notice was published on June 4, 2016, and on June 11, 2016, in the Chino Hills Champion newspaper, and the proposed fee schedule, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charges are levied and the revenue sources anticipated to provide the services, including General Fund revenues, was made available for public review on June 3, 2016.

#### Effective Date

The Government Code §66017 requires that certain fees shall be effective no sooner than 60 days following the adoption of the fee or charge or increase in the fee or charge. It is recommended that the fees under consideration in the proposed Resolution be effective September 1, 2016. This will enable staff sufficient time to update forms, applications, and computer software as necessary for the implementation of the fees.

#### REVIEW BY OTHERS:

This agenda item has been reviewed by all Department Directors and the City Attorney.

#### FISCAL IMPACT:

##### Budget Hearing

This item will establish the City's budget appropriations and revenue for FY 2016/17. With adoption of the recommended changes for the Adopted Budget, the City's proposed expenditures for FY 2016/17 total \$160.5 million including General Fund

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expenditures of \$38.2 million and restricted fund expenditures of \$122.3 million. The City's estimated revenues for FY 2016/17 are \$165.1 million. General Fund revenues total \$38.2 million. The remaining \$126.9 million of the City's revenues comes from restricted sources including special revenue funds, proprietary operations, internal service funds, and agency funds. The City's General Fund is proposed to have an operating surplus of \$1.9 million.

Establishing the Appropriations Limit

There is no fiscal impact on the City since the City's FY 2016/17 appropriations subject to the limit of \$22,326,127 is less than the FY 2016/17 appropriation limit.

There is no fiscal impact on CFD No. 10 (Fairfield Ranch) since the CFD's FY 2016/17 appropriations subject to the limit of \$75,900 is less than the FY 2016/17 appropriation limit.

There is no fiscal impact on CFD 2015-1 (Vila Borba) since the CFD's FY 2016/17 appropriations subject to the limit of \$650,400 is less than the FY 2016/17 appropriation limit.

Amending User Fee Schedule

Approval of the Resolution amending the Master Fee Schedule will increase revenues as applicable.

ENVIRONMENTAL REVIEW:

These proposed actions are exempt from review under the CEQA (Cal. Pub. Res. Code § 21000, et seq.; "CEQA") and CEQA regulations (Cal. Code Regs. Tit. §15000, et. seq.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirement; and obtaining funds for capital projects needed to maintain services within existing service areas, so it is categorically exempt from further CEQA review under Cal. Code Reg. tit. 14, §15273.

Respectfully submitted:

Recommended by:



Konradt Bartlam, City Manager

  
Judy R. Lancaster, Finance Director

KB:JRL:PA:dk

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Attachments: Attachment A – Budget Transmittal Letter  
Attachment B – Resolution Adopting a Budget for Fiscal Year  
2016/17 and its corresponding Exhibit A  
Attachment C – Appropriation Limit Calculations for the City of  
Chino Hills  
Attachment D – Appropriation Limit Calculations for CFD No. 10  
(Fairfield Ranch)  
Attachment E – Appropriation Limit Calculations for CFD No.  
2015-1 (Vila Borba)  
Attachment F – Resolution Establishing the 2016/17  
Appropriation Limits  
Attachment G – Summary of Citywide Overhead  
Attachment H – “Red-line” version of the Master Schedule of  
Fees  
Attachment I – Resolution Modifying the Master Schedule of  
Fees and its corresponding Exhibit A

**BUDGET TRANSMITTAL**

June 14, 2016

Honorable Mayor and Council Members:

Transmitted to the City Council is the adopted budget for Fiscal Year (FY) 2016/17.

During the upcoming year, we will be celebrating our 25th anniversary as a City. Since incorporation, we have made much progress, and we continue to make progress in meeting our operating program objectives as well as our Capital Improvement Program goals. That success is due to the continued support of the City Council and a dedicated City staff. The City Council's adopted Mission Statement remains the basis upon which we measure our efforts:

**MISSION AND VALUES STATEMENT**

*It is the mission of the City of Chino Hills, in partnership with the community, to continue to develop and maintain the aesthetic beauty of the City, while fostering a safe and family oriented environment. The City is committed to providing excellent customer service, effectively managing growth, and creating a viable financial plan to ensure the continued success of the City.*

In developing this year's work program, we measured what we have accomplished and what we propose to accomplish against the City's Mission and Values Statement.

**ECONOMIC UPDATE:**

Recent economic data reflects a generally favorable outlook for the U.S. economy. In recent years, the federal government, particularly the Federal Reserve, has taken extraordinary steps to stabilize financial markets, encourage economic growth, and keep interest rates low. During this time, the United States has experienced a slow rate of economic growth. This slow rate of growth may continue for an extended period. Inflationary pressures appear contained for now, and along with the continuing strong trends in the labor market leave the door open for the Federal Reserve to continue normalizing monetary policy this year. It is possible that the steps taken by the federal government to stabilize financial markets and improve economic conditions could lead to an inflationary environment. However, the ongoing uncertainty about monetary policy and the actual or anticipated efforts to continue to normalize monetary policy could disrupt financial markets thereby fueling financial market volatility and/or could adversely impact the value of our investment portfolio or general economic conditions. While this has not yet happened, the City's investment team is closely monitoring potential scenarios to mitigate any effect that might be faced.

The March 2016 U.S. employment rate was 5.0%; a decrease of 0.5% from one year ago when the unemployment was 5.5%. Labor markets continue to improve, consumer confidence is strong, and housing trends in Chino Hills remain healthy.

In January 2016, the Governor presented his 2016/17 budget proposal stressing fiscal prudence and proper planning for future recession. The Governor warned that California must not be lulled into a false sense of security by economic recovery. Economic expansions typically last five years, but California is now in its seventh year. The Governor's proposal also included \$3.6 billion for road system maintenance and repair of which one-half of the funding (\$1.8 billion) would go to cities and counties.

The state's triple-flip financing mechanism reached its end of life in December 2015. Under the triple-flip, the 1% sales tax that the City receives was reduced to 0.75% on July 1, 2004, and a new 0.25% rate (triple-flip) was established to create a dedicated revenue stream to repay the state's Economic Recovery Bonds. The state paid off these bonds in late July 2015. As a result of the bond payoff, the triple-flip revenue stream reverted back to the City beginning January 1, 2016, as sales taxes. Remittances from the state lag about three months, therefore, the City began to see the fully restored sales tax funds in March 2016.

During each year of the triple-flip, the City received an estimated amount representing the 25% of the 1% of sales taxes, then in the subsequent year an adjustment to true-up the amount to the actual 25% of sales taxes. The City will be expecting the final triple-flip payment representing the true up to actual in August 2016.

General Fund operating revenues in FY 2016/17 are estimated at \$38,044,600; a decrease of \$1,007,600 over FY 2015/16 Adopted Budget operating revenues. The decrease is attributable to a decrease of \$1,517,600 in Transfers-In which was offset by an increase in other operating revenues of \$510,000. The prior year budgeted Transfers-In included \$1,266,300 related to the 2007 Certificates of Participation (COP) debt that was refinanced during FY 2015/16. In addition, the prior year budget included a Transfer-In from the Community Development Fund of \$225,800. The change in other operating revenues of \$510,000 represents a 1.36% increase, and is primarily attributable to the aggregate effects of an increase in Taxes of \$745,900, an increase in Charges for Services of \$220,600, offset by a decrease in Administrative Overhead of \$769,900. We are pleased that the economy is showing some progress toward recovery. Looking back five years, our General Fund operating revenues are up \$6,718,587 (21%) higher than the actual revenues were five years ago in FY 2011/12.

Development activity in the City continues to show signs of improvement. Staff has carefully evaluated the various projects underway and anticipates new development related activity to continue. It is anticipated that FY 2015/16 will end with 605 permits pulled for new residential units, and the FY 2016/17 year will bring in an additional 1,173 new residential units.

#### **ORGANIZATIONAL EFFICIENCIES:**

During FY 2015/16, several departments undertook the opportunity to reorganize in response to succession planning due to staff attrition and the rebalancing of staff workloads to optimize staffing resources:

- In July 2015, the Community Services Department deleted one Permanent Part-Time Administrative Assistant I position and added one Full-Time Administrative Assistant I position.
- In September 2015, the City Manager's Department added one Permanent Part-Time Community Relations Analyst I/II position.
- In October 2015, the Community Development Department deleted one Management Analyst I/II position and added one Assistant/Associate Planner position.
- In December 2015, the City Clerk Department added a new Deputy City Clerk position, and deleted one Senior Management Analyst position.

- In January 2016, the Engineering Department deleted one Management Analyst I/II position and added one Permanent Part-Time Administrative Assistant I position and changed the Part-Time Engineering Technician position to a Full-Time position.

In the ongoing effort to improve organizational efficiencies, the FY 2016/17 budget will move the Water Conservation program from the City Manager's Community Relations Division to the Water Division in the Public Works Department. This move includes a change from the program title of "Water Conservation" to the new title "Water Use Efficiency".

The budget rebrands the "Recreation Services" division to "Community Services" to better convey to residents that services being provided are more than just "Recreation". The title "Recreation Services" does not convey the full depth of services being offered in the division such as Healthy Cities Program, Volunteer Services Program, Military Banner Program, as well as other services to the community. In addition, references to Recreation have been updated accordingly including the "Recreation Fund" is now the "Community Services Fund" and Recreation Coordinator and Recreation Supervisor titles are retitled Community Services Coordinator and Community Services Supervisor.

#### **FISCAL YEAR 2016/17 BUDGET HIGHLIGHTS:**

This budget has several particular points that are worthy of highlighting: (1) Employee costs and contributions, (2) Landscape and Lighting District subsidy, (3) Community Services Fund transfer from General Fund, (4) Financial structure for Street Sweeping operations, (5) Financial structure for Street Maintenance operations, (6) Costs beyond the City's control, and (7) New financial software.

#### **1) Employee Costs and Contributions**

The City's Executive Management Team continues to review to determine the adequacy of staffing levels to carry out the City Council's priorities for FY 2016/17 and beyond. This analysis includes a review of primary City services and staffing levels for these services, resulting in a more effective and efficient City government.

#### **New Positions**

The budget includes one new Full-Time position and one Permanent Part-Time position:

- Senior Maintenance Worker position within the Public Works/Equipment Maintenance Division to coordinate the maintenance and repair of the vehicles and equipment.
- Permanent Part-Time Management Analyst I/II position within the Public Works/Storm System Maintenance Division to assist in the administrative processing of environmental reporting requirements.

#### **Deletion of Position:**

<b>Department/Division</b>	<b>Position to be deleted</b>
Finance/Administration	Permanent Part-Time Accountant

Reclassifications:

The budget provides for one position to be reclassified to properly reflect the job tasks that are being handled by the respective position:

<b>Department/Division</b>	<b>Current Title</b>	<b>Adopted Title</b>
Finance/Information Technology	Senior Information Technology Analyst	Information Technology Technician

Title Changes

<b>Department/Division</b>	<b>Current Title</b>	<b>Adopted Title</b>
Public Works/Water	Utility Conservation Coordinator	Water Use Efficiency Coordinator

In the Adopted FY 2015/16 Budget, 144 Full-Time positions were authorized. The changes during FY 2015/16 resulted in a net increase of one Full-Time position. The FY 2016/17 budget reflects the addition of one Senior Maintenance Worker bringing the FY 2016/17 Full-Time authorized position count to 146.

The Permanent Part-Time position count in the Adopted FY 2015/16 budget was eight. The changes during FY 2015/16 resulted in a net increase of one Permanent Part-Time position. The FY 2016/17 budget reflects the addition of one Permanent Part-Time Management Analyst position and the deletion of one Accountant position bringing the FY 2016/17 Permanent Part-Time positions count to nine. In addition, the City employs Temporary Part-Time staff to augment our Full-Time staff.

2) Landscape and Lighting (L&L) District No. 1 Subsidy

In November 1995, the California electorate approved Proposition 218 that requires certain procedures to be followed with regard to "property related" fee increases imposed by governmental agencies. Since the passage of Proposition 218, the City has not asked the property owners for a fee increase for the L&L District No. 1 assessments.

The L&L District No. 1 consists of ten zones. Since 1995, the L&L expenditures have been supported mostly by fees collected, use of reserves, and subsidies from the General Fund. Every year since FY 1999/00, with the exception of FY 2003/04, the General Fund has provided a subsidy to the L&L District No. 1. As costs increase year over year, the reserves for each zone are being depleted. Once the reserves are depleted, the shortfall will be funded by a subsidy from the General Fund. It is anticipated that this subsidy will increase significantly going forward. During the past five years, the reserves have significantly decreased from \$8.4 million in 2011, to a projected ending FY 2016/17 reserve amount of \$1.9 million; a decline of 77%. With the depletion of reserves, the funding for replacement of playground equipment and maintenance of landscape areas increases the burden on the General Fund. For FY 2016/17, two of the ten zones will need subsidies from the General Fund totaling \$355,200. Looking forward five years in FY 2020/21, seven of the ten zones will need subsidies from the General Fund of an estimated \$1.6 million.

The resolution of the fiscal structural imbalance for L&L District No. 1 is not a simple solution. Policy discussions and direction from the City Council have begun to be undertaken regarding various issues, including but not limited to, who pays into the L&L District No. 1, how much, and the level of maintenance efforts. In October 2015, a public workshop was held, and since then, the City Manager continues to meet with interested parties for the purpose of education and identifying a viable solution to the district's fiscal

structural imbalance. The end goal is to develop a fiscal policy that comports with the long-term financial policy for the overall General Fund financial structure and its stability into the future. We anticipate that this will continue to be a priority issue for the City Council this fiscal year.

For budget presentation purposes, the L&L Funds are the aggregation of the L&L District No. 1 funds, the Los Serranos Lighting District, the Vellano L&L District, and the Vila Borba CFD Maintenance District. These funds are projecting a decrease in fund balances of about \$316,700 during the budget year. The total aggregate ending fund balances for the Landscape and Lighting District Funds for FY 2016/17 is projected to be \$3.2 million.

3) Community Services Transfer from General Fund

The Community Services Fund covers the costs of Recreation as well as all of the Community Services Administration activities including support to the Parks and Recreation Commission, the McCoy Equestrian Center Operations Committee, and the Chino Hills Foundation. All functions and activities within the Community Services Department (with the exception of Community Development Block Grant) are reflected within this fund. Some of these activities such as Concerts in the Park are not fee related and, as a result, will need to receive funding from the General Fund. The Community Services Fund is projected to operate with a deficit of \$4.8 million offset by a transfer from the General Fund. The Community Services operations are expected to continue to draw an annual transfer from the General Fund. To reduce the General Fund dependence for funding, staff is monitoring Community Services operations as well as Recreation operations, resulting in program offerings being modified or deleted accordingly.

4) Financial Structure for Street Sweeping Services

The street sweeping function is funded by a special assessment that is placed on the property tax bill. This fee has not increased since the City's incorporation, resulting in a stagnant revenue stream supporting a function with increasing costs. This fund is projecting a decrease in fund balance of about \$131,800 during the budget year. The ending fund balance for FY 2016/17 is projected to be depleted. If fees are not increased, the Street Sweeping Fund will require an annual subsidy from the General Fund as soon as FY 2017/18.

5) Financial Structure for Street Maintenance Operations

The operations and maintenance in the Street Maintenance Division are primarily funded from Gas Tax revenues (Highway User Tax §2105, 2106, 2107 and 2107.5) received from the state. The Gas Tax revenues are based on a per gallon tax. As the federal government continues to set fuel efficient standards for car manufacturers and consumers increasingly drive fuel efficient, hybrid, and alternate fuel vehicles, the result will be a reduction in gallons used and thereby lead to a flat or declining stream of revenue. This fund is projecting an increase in fund balance of about \$227,000 bringing the ending fund balance for the budget year to \$1.1 million. The increase in fund balance is attributed to an increase in revenues. However, looking ahead five years to FY 2020/21, assuming an annual increase of 3% in expenditures and revenues remaining steady, it can be construed that revenues will continue to support expenditures, until the fifth year which will begin to show an operating deficit. The funding for street maintenance has the potential to be subsidized by the General Fund if no other funding sources are available.

For budget presentation purposes, the Gas Tax Fund includes Highway User Tax §2103 as well as the above taxes. The City uses §2103 taxes to fund related street capital improvement projects and is not used for support of street operations and maintenance.

6) Costs Beyond the City's Control

While we are pleased that the revenues are stable, we are concerned with the increase in expenditures beyond our control. We are seeing volatility in the costs for law enforcement and general liability insurance.

The Sheriff's Department costs are increasing primarily due to increased staffing expenses associated with increases in retirement costs and increases in risk management liabilities associated with higher automobile and law enforcement liability premiums. To assist in the containment of the fiscal effect of the steady increases in costs, the City does not supplant Sheriff staffing during leaves of absences of Sheriff personnel, thus offsetting contract costs with service credits from these absences. In addition, the City benefitted from the sharing of support staff within our station. During FY 2015/16, our station became a substation for the Sheriff's law enforcement efforts in unincorporated areas within the West End of the County's service area. The combination of the increase in base Sheriff costs offset by services credits and savings from the sharing of substation support personnel leads to a decrease in overall costs of \$131,900 for a total law enforcement budget of \$11.8 million.

The second cost issue is the unpredictability of the general liability insurance costs. The formula for allocation of liability costs to members of the insurance pool does not provide for a smoothing or deferral of spikes in claims over a period of time that would avoid significant swings in the cost of insurance from one year to the next. The premiums/deposits have become volatile due to the fiscal structure of the pool's cost sharing formula. It is estimated that liability insurance will increase \$599,400 in FY 2016/17 to a total cost of \$1,186,300. To offset potential future upswings in insurance costs and retirement contributions, the prior year adopted budget established and transferred \$1.1 million into the newly created Stabilization Fund. The FY 2016/17 budget keeps the \$1.1 million in the Stabilization Fund intact.

7) New Financial Software

In order to increase staff efficiency, the City will embark on a major information technology project in FY 2016/17, the replacement of the financial management information system. The City's current financial system has been in place since July 1992 and operates on obsolete programming and software technology. It is anticipated that a new windows based system will be installed beginning in the first quarter of FY 2016/17. Funding for the entire project is estimated to be \$2.3 million and will be spread over multiple years of which \$1.1 million has been included on the FY 2016/17 budget. Implementation of the new financial management system will have a significant impact on all City departments. A contract with the selected software vendor is currently being negotiated for City Council consideration in the near future.

**All Funds**

The City uses fund accounting to track expenses and revenues for different purposes. Funds are self-balancing sets of accounts or can be thought of as various businesses under the control of the City Council. For the purposes of comparing year-to-year or against other cities, it is common to add all revenues and expenses from all funds. This is the all-funds budget.

The all-funds budget estimated revenues for FY 2016/17 are \$165.1 million. This is a decrease of approximately \$19.1 million or 10% from the previous year's original budget. The change in total revenues from budget year-over-year is primarily attributable to:

- Decrease in new development activity
- Decrease in Capital Improvement Program and Grant funding activity
- Water Utility revenues have decreased due to decrease in water consumption by water utility customers

The all-funds budget appropriations for FY 2016/17 are \$160.5 million. This is a decrease of approximately \$8.1 million or 5% from the previous year's original budget. The decrease is primarily due to a decrease in activity in the Capital Improvement Program. The all-funds budget appropriations includes \$7.5 million of pay down of interfund obligations.

## **General Fund**

The budget provides for an operating surplus of \$1.9 million in the General Fund. The General Fund operating revenues total \$38 million. The General Fund operating expenditures total \$36.1 million, which includes \$324,600 of pay down of General Fund interfund obligations.

The City's General Fund unrestricted and restricted reserves are estimated to be \$21.7 million and \$4 million, respectively, by the end of FY 2016/17.

The operating revenues deposited into the General Fund primarily come from taxes (63% of the \$38 million). The General Fund taxes of \$24.1 million consists of \$12.6 million in property taxes (includes VLF Swap), \$7.9 million in sales taxes, and \$3.6 million in other taxes.

## **SPECIAL REVENUE FUNDS:**

Two Special Revenue Funds to note are Measure I Fund and Development Fee Funds.

The Measure I Fund source of funding is the City's allocation of the half-cent sales tax collected throughout San Bernardino County for transportation improvements. The budget provides funding for capital improvement projects of \$1.6 million. This fund is projecting a decrease in fund balance of about \$500,000 during the budget year.

The Development Fee Fund accounts for the developer impact fees for new development's fair share of the infrastructure in the City. The budget provides funding of capital improvement projects of \$4.2 million. As a result of the anticipated new residential units, these funds are projecting an increase in fund balances of \$17.7 million during the budget year. In particular, the EIF fund is committed to pay down \$7.2 million of its \$20.6 million outstanding debt obligations.

## **WATER UTILITY FUND:**

An updated water rate study is currently underway. The FY 2016/17 budget assumes no increase in water rates resulting in a decrease in reserves of \$4.8 million. For this budget year, the revenues exceed expenses by \$9,600 and capital improvement projects are funded in the amount of \$4.8 million. The significant capital projects are the Well No. 5 Upgrades and the Saddle Replacement to replace 1,156 saddles and service lines on Ficus Street and surrounding streets. The 2011 water rate study provided for an annual 10% increase in water rates, however, the water rates were not increased in FY 2015/16. The water rates were last adjusted on July 1, 2014, and the water revenues as presented do not include any rate adjustment for FY 2016/17. The new water rate study will review rates, the funding for operational costs, and capital replacements to determine if rates will need to be adjusted to meet the objectives for the next study period.

### **CAPITAL IMPROVEMENT PROGRAM:**

In the General Fund, there are three capital projects in FY 2015/16 being carried over into FY 2016/17 totaling \$2,189,200 wherein funding is provided by General Fund reserves. In the budget, there is one new capital project in the General Fund for \$3,700 and additional funding to an existing project of \$147,300 to be funded by reserves in the General Fund. The total amount of General Fund Capital Projects for FY 2016/17 is \$2,340,200.

Within all funds, the more significant capital projects are Los Serranos Park, the continued construction of Peyton Drive and English Channel, and the Soquel Canyon Parkway Rehabilitation. The total amount for the Capital Improvement Program for FY 2016/17 is about \$22.5 million.

### **FIVE YEAR OUTLOOK:**

The first year of the Five-Year Outlook is comprised of the FY 2016/17 revenues and appropriations budget plan. The remaining four years of the Five-Year Outlook are based upon anticipated program service level needs in light of the growth that is projected to occur over that period. These anticipated program adjustments are intended to provide the City Council with an indicator of service level needs projected over the near term to meet the increasing service demands generated by residential and commercial growth anticipated to occur within the City.

### **CONCLUSION:**

The City of Chino Hills has maintained its strong financial position through prudent, long-range policy decisions and sound fiscal management. The City will continue to monitor key economic indicators, sources of revenues, and spending levels as part of its sound conservative fiscal approach. With adoption by the City Council, this document will be the focus of our organizational efforts for FY 2016/17. The success of our program and project efforts during the next five years will shape the five-year viability and future of our community. As always, the cooperation and support of the Department Heads and their staff have been critical to the completion of this document. I would like to thank our Finance Department for their support to complete the numerous tasks necessary to create the document that is before you.

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

Konradt Bartlam, City Manager

## RESOLUTION NO. 2016R-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET FOR FISCAL YEAR 2016/17.

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

SECTION 1. For the fiscal year period from July 1, 2016, through June 30, 2017, the City Council hereby adopts a budget for the City of Chino Hills and that budget is specified in Attachment A of the staff report and presented as Exhibit A with this Resolution as "Total Budget Appropriations" in the "City Council Approved" column and totals \$160,511,300.

SECTION 2. The budget reported in the fiscal year 2016/17 Capital Improvement Program portion of the fiscal year 2016/17 Annual Budget document is the budget being approved by the City Council for the individual capital projects. The approved budgets for the individual capital projects remain as authorized appropriations for the individual capital projects until these capital projects are completed. Any unexpended authorized appropriation for each capital project is automatically carried over from fiscal year to fiscal year until the funds of the individual capital project are expended or the capital project is canceled. Following the completion of the individual capital projects, the unexpended appropriation of each completed capital project shall be canceled and the capital projects' funding sources shall be released from their unexpended funding commitment.

SECTION 3. At the end of FY 2015/16, certain purchase orders exist as outstanding encumbrances representing contractual obligations of previously budgeted funds. In addition, certain amounts have been included in the FY 2015/16 budget that related to one-time allocations for specific projects and services, but remain unspent. The outstanding encumbrances and, at the City Manager's discretion, any unspent one-time allocations are deemed to be re-budgeted as an addition to the budget amounts previously approved in this Resolution. All such amounts have been removed from available balances in the FY 2016/17 projections and therefore have no effect on the available fund balance presented herein.

SECTION 4. The City Manager shall execute on behalf of the City Council administrative supervision and control over this budget as authorized in accordance with Chino Hills Municipal Code Section 2.08.

The City Manager is authorized to appropriate from reserves for each expenditure line item or capital improvement project, not exceeding \$25,000 per transaction. The total of appropriations by the City Manager from General Fund reserves may not exceed \$100,000 in a fiscal year. Any appropriations from reserves for each expenditure line item or capital improvement project exceeding \$25,000 per transaction must be approved by the City Council. The City Manager is authorized to transfer appropriations within a department within a fund or between departments within a fund without limitation. All

appropriations from reserves and all appropriation transfers are subject to funding eligibility requirements. The fund and department budget amounts are listed in the column entitled "City Council Approved" appropriations reported in Attachment B of the staff report and presented as Exhibit A with this Resolution.

The total budgeted permanent full time regular staff is 146 positions and permanent part-time positions is 9. No increase shall be made in this number of positions without City Council approval. However, the City Manager is authorized to transfer such positions within existing position classification and reorganize departments under his authority if in his judgement such actions will result in a higher degree of efficiency of overall operations of the City.

SECTION 5. The General Fund Cash Operating Reserves remains at \$5,900,000. The General Fund Cash Operating Reserves are to be reviewed annually and adjusted accordingly.

SECTION 6. A "Stabilization Fund" was established in FY 2015/16 to commit funds to be set aside in the event of substantial increases in general liability insurance premiums and retirement contributions, or other unforeseen events such as unexpected shortfall in revenues or a rise in expenditures. The Fiscal Year 2016/17 Budget keeps the \$1,100,000 in the Stabilization Fund intact.

SECTION 7. That the City Clerk is instructed to forward a copy of the Resolution and the Fiscal Year 2016/17 Budget to the Auditor/Controller of the County of San Bernardino, in accordance with Section 53901 of the Government Code.

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

PASSED, APPROVED, and ADOPTED this 14th day of June 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

EXHIBIT A  
2016/17 BUDGET APPROPRIATIONS

<u>Fund/Department</u>	<u>City Manager Recommended</u>	<u>City Council Approved</u>	<u>Change</u>
General Fund:			
Legislative	\$ 1,894,300	\$ 1,894,300	\$ -
City Manager	6,310,900	6,310,900	0
Public Safety	11,961,900	11,961,900	0
Engineering	1,983,200	1,983,200	0
Finance	3,604,300	3,604,300	0
Public Works	4,665,600	4,665,600	0
Interfund Transfers	7,750,000	7,750,000	0
Total General Fund	38,170,200	38,170,200	0
Community Development Fund	4,053,300	4,053,300	0
Community Services Fund	6,143,600	6,143,600	0
Pass-Through Fund	1,317,600	1,317,600	0
Solid Waste Fund	4,910,900	4,910,900	0
Landscape and Lighting District Funds	9,905,600	9,905,600	0
Gas Tax Fund	1,584,800	1,584,800	0
Measure I Fund	1,693,800	1,693,800	0
Air Quality Improvement Fund	600	600	0
Development Fee Funds	14,827,500	14,827,500	0
Community Development Block Grant Fund	547,500	547,500	0
Miscellaneous Special Revenue Funds	5,019,600	5,019,600	0
Water Fund	29,469,700	29,094,600	(375,100)
Sewer Fund	8,759,900	8,759,900	0
Equipment Maintenance Fund	1,050,000	1,050,000	0
Information Technology Fund	2,666,000	2,666,000	0
Capital Projects Funds	22,094,500	22,094,500	0
Agency Funds	8,671,300	8,671,300	0
Total Budget Appropriations	<u>\$ 160,886,400</u>	<u>\$ 160,511,300</u>	<u>\$ (375,100)</u>

**CITY OF CHINO HILLS  
APPROPRIATION LIMIT  
FOR THE FISCAL YEAR 2016-17**

## Appropriation Limit Calculations:

2015-16 Appropriation Limit	\$238,709,551
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Appropriation limit adjustments selected for the 2016-17 fiscal year:

Increase in California per capita personal income, 5.37%	<u>12,818,703</u>
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Subtotal	251,528,254
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Increase in City's population, 1.08%	<u>2,716,505</u>
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2016-17 Appropriation Limit	<u><u>\$254,244,759</u></u>
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By:

  
\_\_\_\_\_  
Judy R. Lancaster, Finance Director

Date: May 27, 2016*Available to the Public*

CITY OF CHINO HILLS  
COMMUNITY FACILITIES DISTRICT 10 - FARIFIELD RANCH  
APPROPRIATION LIMIT  
FOR THE FISCAL YEAR 2016-17

## Appropriation Limit Calculations:

2015-16 Appropriation Limit (calculated)	\$254,159,961
Appropriation limit adjustments selected for the 2016-17 fiscal year:	
Increase in California per capita personal income, 5.37%	<u>13,648,390</u>
Subtotal	267,808,351
Increase in City's population, 1.08%	<u>2,892,330</u>
2016-17 Appropriation Limit	<u><u>\$270,700,681</u></u>

By:

  
Judy R. Lancaster, Finance Director

Date: May 27, 2016

Available to the Public

CITY OF CHINO HILLS  
COMMUNITY FACILITIES DISTRICT 2015-1 (VILA BORBA)  
APPROPRIATION LIMIT  
FOR THE FISCAL YEAR 2016-17

## Appropriation Limit Calculations:

2015-16 Appropriation Limit	\$5,000,000
Appropriation limit adjustments selected for the 2016-17 fiscal year:	
Increase in California per capita personal income, 5.37%	<u>268,500</u>
Subtotal	5,268,500
Increase in City's population, 1.08%	<u>56,900</u>
2016-17 Appropriation Limit	<u><u>\$5,325,400</u></u>

By:

  
Judy R. Lancaster, Finance Director

Date: May 27, 2016

Available to the Public

## RESOLUTION NO. 2016R- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CHINO HILLS, ESTABLISHING THE 2016/17 FISCAL  
YEAR APPROPRIATION LIMIT FOR THE CITY OF CHINO  
HILLS AND COMMUNITY FACILITIES DISTRICTS.

WHEREAS, Article XIII B of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held on November 6, 1979, provides that the total annual appropriations limit of such entity for the prior year adjusted for changes in prescribed economic and population factors; and,

WHEREAS, the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by Resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting and prior to such meeting, documentation used in the determination of the appropriation limit shall be available to the public; and

WHEREAS, the City Council previously undertook proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to form the City of Chino Hills Community Facilities District (Fairfield Ranch) No. 10, to authorize the levy of special taxes upon the land within the CFD, to finance certain services; and

WHEREAS, the City Council previously undertook proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to form the City of Chino Hills Community Facilities District No. 2015-1 (Vila Borba), to authorize the levy of special taxes upon the land within the CFD, to finance certain services; and

WHEREAS, Proposition 111 as approved by the voters of the State of California, requires a recorded voice vote of the City Council regarding which of the annual adjustment economic and population factors have been selected each year; and

WHEREAS, for the 2016/17 fiscal year, any challenge to the appropriation limit must be brought within 45 days of the effective date of the Resolution.

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

SECTION 1. The adjustment factors selected for modifying the 2015/16 fiscal year appropriation limit to establish the 2016/17 fiscal year appropriation limit are the increase in State of California per capita personal income and the increase in the City of Chino Hills population.

SECTION 2. The City of Chino Hills appropriation limit for the 2016/17 fiscal year is \$254,244,759.

SECTION 3. The Community Facilities District (Fairfield Ranch) No. 10 appropriation limit for the 2016/17 fiscal year is \$270,700,681.

SECTION 4. The City of Chino Hills Community Facilities District No. 2015-1 (Vila Borba) appropriation limit for the 2016/17 fiscal year is \$5,325,400.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 14th day of June 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

Full Cost Allocation Plan for FY 16/17

Based on FY 15/16 Budget

## II. Allocated Costs Summary Schedule (Schedule A)

	1	2	3	4	5	6	7	8	9	10
	Building Depreciation	City Council	City Attorney	City Clerk	CM - Administratio n	CM - Community Relations	CM - Human Resources	CM - Risk Management	Finance - Administratio n	Finance - 3020 Financial Services
		001-0200	001-1000	001-0400	001-0300	001-0320	001-2200	001-2100	001-1200	
16 001-1100 CS - Administration	-	-	-	-	-	-	-	-	-	-
17 001-1155 CM- Code Enforcement	17,122	1,808	34,138	21,119	4,645	3,128	6,138	9,684	13,158	423
18 001-1150 CS - Neighborhood Services	-	-	-	-	-	-	-	-	-	-
19 003-0900 CS - Recreation Services	90,540	12,250	16,789	138,962	39,339	21,197	225,285	127,950	297,625	3,021
20 001-2520 Finance - Information Technology	30,242	4,040	-	15,358	10,381	6,991	5,777	121,108	30,860	1,100
21 001-5000 Finance - Development Program	-	9,746	-	12,060	25,043	16,864	-	30,670	41,317	2,280
22 001-6000 CM - Public Safety	264,566	40,032	-	49,536	102,862	69,270	-	125,975	171,734	9,381
23 004-4000 CD - Administration	55,975	3,316	120,079	54,889	8,520	5,738	12,997	18,895	30,536	1,067
24 004-4100 CD - Building Services	48,301	3,748	-	24,882	9,631	6,486	10,109	25,938	32,878	877
25 004-4200 CD - Development Services	34,742	4,627	-	17,130	11,889	8,006	5,777	18,320	59,250	1,082
26 004-4400 CD - Economic Development	-	40	-	68	102	53,938	-	125	742	9
27 001-7300 Engineering	49,166	5,812	21,931	60,614	46,382	10,057	24,406	34,175	65,706	1,359
28 001-8001 PW - Administration	10,257	2,857	20,777	148,911	7,341	4,944	12,275	86,672	25,606	668
29 001-8400 PW - G/F Parks & Landscape Maint.,	-	3,367	-	4,167	8,652	5,827	-	10,597	18,288	788
30 001-8121 PW - Storm System Maintenance	2,077	1,409	-	1,744	3,620	2,438	722	4,904	7,545	330
31 001-8300 PW - Street Maintenance	-	258	-	319	663	446	-	811	3,007	60
32 001-8200 PW - Equipment Maintenance	2,077	2,675	-	4,556	6,873	4,628	4,448	11,312	29,996	3,521
33 504 Solid Waste Fund	-	16,000	-	27,255	41,111	27,685	-	50,348	113,540	4,123
34 072 Los Serranos Lighting District (072)	-	62	-	105	159	107	-	195	2,634	29
35 026 Parks and Landscape Admin (026)	11,422	4,384	-	13,017	19,127	7,586	14,153	30,422	32,212	1,074
36 030 Open Space (030)	-	198	-	337	509	343	-	623	5,995	64
37 031 Park Maintenance (031)	-	1,326	-	2,259	3,407	2,294	-	4,173	11,497	384
38 032 P&L Commercial (032)	-	-	-	-	-	-	-	-	8	392
39 040 P&L Rolling Ridge (040)	-	2,092	-	3,563	5,375	3,620	-	6,583	11,961	998
40 045 P&L 1-H Los Ranchos (045)	-	8,442	-	14,381	21,692	14,608	-	26,566	44,798	3,433
41 046 P&L 1-I Los Ranchos (046)	-	-	-	-	-	-	-	-	8	(0)
42 050 P&L The Oaks (050)	-	446	-	759	1,145	771	-	1,402	2,859	241
43 055 P&L Woodview (055)	-	-	-	-	-	-	-	-	1	112
44 060 P&L 1-N Carbon Cyn (060)	-	-	-	-	-	-	-	-	8	8
45 061 P&L 1-P Carbon Cyn (061)	-	198	-	337	508	342	-	622	1,748	47
46 062 P&L 1-T Carbon Cyn (062)	-	-	-	-	-	-	-	-	9	13
47 071 P&L Rincon (071)	-	3,082	-	5,250	7,919	5,333	-	9,698	17,909	749
48 073 Vellano Landscape and Lighting Dist (073)	-	596	-	1,014	1,530	1,030	-	1,874	4,311	426
49 121 P&L Los Ranchos Arterial (121)	-	1,041	-	1,774	2,675	1,802	-	3,276	5,694	442
50 123 P&L Woodview Arterial (123)	-	15	-	26	39	26	-	48	616	5
51 124 P&L Carbon Cyn Arterial (124)	-	35	-	59	90	60	-	110	655	12
52 010 Special Gas Tax (010)	6,230	2,906	-	10,500	7,467	5,029	9,459	15,302	29,715	1,184
53 183 Special Gas Tax (183)	-	5,601	-	9,541	14,391	9,692	722	18,095	25,106	4,217
54 012 Measure I Transportation Sales Tax	-	-	-	-	-	-	-	-	32,825	1,706
55 011 Air Quality Project	-	2	-	3	4	3	-	5	98	185
56 027 Park & Rec Fee	-	4,634	-	7,894	11,907	8,019	-	14,583	19,551	1,287
57 132 EIF Fee	-	11,589	-	19,741	29,777	20,053	-	36,468	49,496	3,624
58 133 General City Fac Fee Fund	-	-	-	-	-	-	-	-	13	810
59 134 Traffic Fac Fee Fund	-	-	-	-	-	-	-	-	9	1,302
60 135 Storm Drain Fac Fee Fund	-	-	-	-	-	-	-	-	10	3,119

## II. Allocated Costs Summary Schedule (Schedule A)

			1	2	3	4	5	6	7	8	9	10
			Building Depreciation	City Council	City Attorney	City Clerk	CM - Administratio n	CM - Community Relations	CM - Human Resources	CM - Risk Management	Finance - Administratio n	Finance - 3020 Financial Services
				001-0200	001-1000	001-0400	001-0300	001-0320	001-2200	001-2100	001-1200	
61	506	Sewer Fac Fee Fund	-	594	-	1,012	1,527	1,028	-	1,870	2,539	438
62	507	Water Fac Fee Fund	-	5,000	-	8,518	12,848	8,652	-	15,735	21,188	4,838
63	017	CDBG Program	-	2,187	-	3,725	5,619	3,784	-	6,881	10,651	511
64	018	Affordable Housing	-	-	-	-	-	-	-	-	113	484
65	015	Citizen Option for Public Safety	-	309	-	526	793	534	-	971	1,331	91
66	033	Street Sweeping	-	1,006	-	1,713	2,584	1,740	-	3,164	5,102	472
67	104	Sleepy Hollow Road Improvement Fund	-	1	-	2	3	2	-	3	151	61
68	131	Traffic Signal Fee	-	-	-	-	-	-	-	-	-	294
69	199	Misc Grants Funds	-	31,305	-	53,327	80,439	54,170	-	98,513	132,077	7,366
70	500	Water Fund	23,882	71,615	-	136,790	184,015	123,921	40,479	264,025	514,280	45,913
71	501	Sewer Fund	7,269	26,532	-	49,923	68,174	45,910	12,636	91,717	178,395	13,332
72	627	CFD #1	-	1,123	-	1,913	2,886	1,944	-	-	4,912	526
73	698	CFD #2	-	14,625	-	24,913	37,579	25,306	-	-	61,874	7,194
74	636	CFD #4	-	647	-	1,102	1,662	1,119	-	-	2,917	7,389
75	640	CFD #5	-	7,777	-	13,247	19,982	13,456	-	-	32,999	3,801
76	644	CFD #6	-	896	-	1,526	2,302	1,550	-	-	3,925	1,118
77	647	CFD #8	-	760	-	1,295	1,953	1,315	-	-	3,395	1,709
78	657	CFD #9	-	2,563	-	4,366	6,585	4,435	-	-	11,070	4,258
79	658	CFD #10	-	3,053	-	5,201	7,845	5,283	-	-	13,024	1,343
80	691	Assessment District 94	-	-	-	-	-	-	-	-	-	-
81	699	RAD 10-1	-	1,423	-	2,424	3,656	2,462	-	-	6,238	645
82	0	Business License	-	-	-	-	-	-	-	-	1,725	-
83	0	Passport	-	-	-	-	-	-	-	-	222	-
84	0	All Other	-	-	-	-	-	-	-	-	3,919	29,460
94	0	Available - has been link to sheet tabs	-	-	-	-	-	-	-	-	-	-
Total			653,867	330,799	213,714	984,932	897,160	626,275	385,382	1,332,776	2,256,752	187,374
MUST EQUAL ZERO			-	-	-	-	-	-	-	-	-	-
15/16			670,981	336,987	166,115	808,773	1,187,523	571,941	336,359	2,427,633	2,234,900	168,491

## II. Allocated Costs Summary Schedule (Schedule

		11	12	13	14	15	
		Finance - Non- Departmental	Finance - Utility Customer Service	PW - Facilities Maintenance	CS - Emergency Preparedness	CS - Volunteer Program	Total Allocated
		001-2500	500-1210	001-2510	001-1110		
16	001-1100 CS - Administration	-	-	-	-	-	-
17	001-1155 CM- Code Enforcement	1,390	-	16,253	3,707	-	132,712
18	001-1150 CS - Neighborhood Services	-	-	-	-	-	-
19	003-0900 CS - Recreation Services	9,728	-	694,615	136,055	-	1,813,358
20	001-2520 Finance - Information Technology	3,243	-	28,708	3,489	-	261,295
21	001-5000 Finance - Development Program	-	-	-	-	-	137,980
22	001-6000 CM - Public Safety	1,390	-	195,994	-	-	1,030,740
23	004-4000 CD - Administration	2,432	-	53,136	7,849	-	375,429
24	004-4100 CD - Building Services	2,432	-	45,851	6,105	-	217,238
25	004-4200 CD - Development Services	2,432	-	32,980	3,489	-	199,722
26	004-4400 CD - Economic Development	2,432	-	-	-	-	57,457
27	001-7300 Engineering	9,728	-	46,673	14,739	-	390,749
28	001-8001 PW - Administration	1,621	-	30,685	7,413	-	360,027
29	001-8400 PW - G/F Parks & Landscape Maint.,	1,621	-	-	-	5,648	58,955
30	001-8121 PW - Storm System Maintenance	1,621	-	10,350	436	-	37,196
31	001-8300 PW - Street Maintenance	1,621	-	-	-	-	7,186
32	001-8200 PW - Equipment Maintenance	1,621	-	10,350	2,686	-	84,745
33	504 Solid Waste Fund	-	-	-	-	-	280,062
34	072 Los Serranos Lighting District (072)	-	-	-	-	-	3,291
35	026 Parks and Landscape Admin (026)	-	-	56,927	8,547	-	198,871
36	030 Open Space (030)	-	-	-	-	-	8,069
37	031 Park Maintenance (031)	-	-	-	-	-	25,340
38	032 P&L Commercial (032)	-	-	-	-	-	400
39	040 P&L Rolling Ridge (040)	-	-	-	-	-	34,193
40	045 P&L 1-H Los Ranchos (045)	-	-	-	-	-	133,920
41	046 P&L 1-I Los Ranchos (046)	-	-	-	-	-	8
42	050 P&L The Oaks (050)	-	-	-	-	-	7,623
43	055 P&L Woodview (055)	-	-	-	-	-	113
44	060 P&L 1-N Carbon Cyn (060)	-	-	-	-	-	16
45	061 P&L 1-P Carbon Cyn (061)	-	-	-	-	-	3,802
46	062 P&L 1-T Carbon Cyn (062)	-	-	-	-	-	22
47	071 P&L Rincon (071)	-	-	-	-	-	49,939
48	073 Vellano Landscape and Lighting Dist (073)	-	-	-	-	-	10,781
49	121 P&L Los Ranchos Arterial (121)	-	-	-	-	-	16,704
50	123 P&L Woodview Arterial (123)	-	-	-	-	-	776
51	124 P&L Carbon Cyn Arterial (124)	-	-	-	-	-	1,022
52	010 Special Gas Tax (010)	-	-	31,051	5,713	-	124,556
53	183 Special Gas Tax (183)	-	-	-	436	-	87,801
54	012 Measure I Transportation Sales Tax	-	-	-	-	-	34,531
55	011 Air Quality Project	-	-	-	-	-	299
56	027 Park & Rec Fee	-	-	-	-	-	67,876
57	132 EIF Fee	-	-	-	-	-	170,749
58	133 General City Fac Fee Fund	-	-	-	-	-	823
59	134 Traffic Fac Fee Fund	-	-	-	-	-	1,310
60	135 Storm Drain Fac Fee Fund	-	-	-	-	-	3,129

## II. Allocated Costs Summary Schedule (Schedule

			11	12	13	14	15	
			Finance - Non- Departmental	Finance - Utility Customer Service	PW - Facilities Maintenance	CS - Emergency Preparedness	CS - Volunteer Program	Total Allocated
			001-2500	500-1210	001-2510	001-1110		
61	506	Sewer Fac Fee Fund	-	-	-	-	-	9,008
62	507	Water Fac Fee Fund	-	-	-	-	-	76,781
63	017	CDBG Program	-	-	-	-	-	33,358
64	018	Affordable Housing	-	-	-	-	-	597
65	015	Citizen Option for Public Safety	-	-	-	-	-	4,555
66	033	Street Sweeping	-	-	-	-	-	15,781
67	104	Sleepy Hollow Road Improvement Fund	-	-	-	-	-	222
68	131	Traffic Signal Fee	-	-	-	-	-	294
69	199	Misc Grants Funds	-	-	-	-	-	457,198
70	500	Water Fund	-	721,254	119,030	24,446	-	2,269,652
71	501	Sewer Fund	-	-	36,226	7,631	-	537,746
72	627	CFD #1	-	-	-	-	-	13,304
73	698	CFD #2	-	-	-	-	-	171,491
74	636	CFD #4	-	-	-	-	-	14,835
75	640	CFD #5	-	-	-	-	-	91,260
76	644	CFD #6	-	-	-	-	-	11,317
77	647	CFD #8	-	-	-	-	-	10,426
78	657	CFD #9	-	-	-	-	-	33,277
79	658	CFD #10	-	-	-	-	-	35,750
80	691	Assessment District 94	-	-	-	-	-	-
81	699	RAD 10-1	-	-	-	-	-	16,849
82	0	Business License	-	-	-	-	-	1,725
83	0	Passport	-	-	-	-	-	222
84	0	All Other	-	-	-	-	-	33,379
94	0	Available - has been link to sheet tabs						
		Total	43,314	721,254	1,408,830	232,742	5,648	10,280,819
		<b>MUST EQUAL ZERO</b>	-	-	-	-	-	-
		15/16	39,256	744,235	1,356,278	207,122	23,510	11,280,106

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name	Current Price per Unit
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Proposed Price per Unit
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## CITY CLERK

1	1		Passport Photographs	\$8.25/set of two
2	2		Passport Acceptance	Set by State Dept.
3	3		Passport Renewal	Set by State Dept.
4	4		Certified Copy	\$6.50
5	5		Appeals to City Council/Planning Commission - Major	\$157
6	6		Appeals to City Council/Planning Commission - Minor	\$78

\$8.25/set of two
Set by State Dept.
Set by State Dept.
\$6.50
\$158
\$79

## CITY MANAGER (CM)

1	1	Cell Site	Base fee - easement	\$2,100.00
2	2	Cell Site	Base fee - on city owned property	\$3,700.00
3	3		Parking Permit / Decal	no fee
4	4		Yard Sale Permit	\$10.00
5	5	Fines for yard sales with no permit	1st fine	\$28.00
6	6	Fines for yard sales with no permit	2nd fine	\$57.00
7	7	Fines for yard sales with no permit	3rd fine	\$230.00
8	8	Minor Permits	Special Events - Still Photography Permit	\$192.00
9	9	Minor Permits	Special Events - Video Film Permit	\$961.00

\$2,184.00
\$3,848.00
no fee
\$8.00
\$28.00
\$57.00
\$230.00
\$192.00
\$961.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No		User Fee Name	Current Price per Unit	Proposed Price per Unit
<b>COMMUNITY SERVICES (CS)</b>					
1	1		Special Events Permit-City Facilities	\$75.00	\$75.00
2	<del>Delete</del>		<del>Requested Refund</del>	\$14.00	<del>Delete</del>
	2		Cancellation Fee (per class, per participant)		\$4.00
3	3	Facilities Rental	Gazebo rental-resident	\$0 for first 3 hour block; \$25/hour thereafter	\$0 for first 3 hour block; \$25/hour thereafter
4	4	Facilities Rental	Gazebo rental- non-resident	\$75/hour for 3 hour block; \$30/hour thereafter	\$75/hour for 3 hour block; \$30/hour thereafter
5	5	Recreation Programs	As published in current Recreation <del>Brochure</del> -Guide	Recreation Brochure	Recreation Guide
6	<del>Delete</del>	<del>Recreation Services</del>	<del>Advertising in Recreation Brochure</del>	See Table 6	<del>Delete</del>
7	6	Recreation Programs	Class Registration Administration fee	Recreation Brochure	Recreation Guide
8	7	Facilities Rental	City Athletic Facilities	See Table 4	See Table 4
9	8	Facilities Rental	Community Center	See Table 2	See Table 2
10	9	Facilities Rental	McCoy Equestrian Recreation Center and Residence	See Table 3	See Table 3
11	10	Facilities Rental	Other Community Facilities	See Table 7	See Table 6
12	11	Rental	Show Wagon	See Table 8	See Table 7

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit	Proposed Price per Unit
BUILDING SERVICES					
1	1	Building Permits and Fees	New Construction and Remodel Permit Fees	See Table 1	See Table 1
2	2	Building Permits and Fees	Primary sign	\$403.00	\$519.00
3	3	Building Permits and Fees	Special inspector application/registration	\$50.00	\$52.00
4	4	Building Permits and Fees	Geology/soils	\$302.00	\$311.00
5	5	Building Permits and Fees	Demolition work where inspection is required	\$403.00	\$415.00
6	6	Building Permits and Fees	Pool/Spa Demolition	\$201.00	\$208.00
7	7	Building Permits and Fees	Occupancy Verification Inspection	\$201.00	\$208.00
8	8	Building Permits and Fees	Re-Inspection	\$101.00	\$104.00
9	9	Building Permits and Fees	Swimming Pools - Residential	\$1,007.00	\$1,038.00
10	10	Building Permits and Fees	Swimming Pools - Non-Residential	\$1,587.00	\$1,636.00
11	11	Building Permits and Fees	In-ground Spa	\$1,007.00	\$1,038.00
12	12	Building Permits and Fees	Patio covers, trellises, shade structures	\$403.00	\$415.00
13	13	Building Permits and Fees	Balcony ies (up to 3 on one permit/lot)	\$504.00	\$519.00
14	14	Building Permits and Fees	Private garages	\$906.00	\$934.00
15	15	Building Permits and Fees	Decks	\$705.00	\$727.00
16	16	Building Permits and Fees	Retaining Walls per lot per 100 linear feet or fraction thereof	\$906.00	\$934.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name	Current Price per Unit	Proposed Price per Unit
<b>BUILDING SERVICES (Continued)</b>					
17	17	Building Permits and Fees	Block Walls/ Fences <del>requiring permit per 100 linear feet or fraction thereof</del>	\$604.00	\$623.00
18	18	Building Permits and Fees	Re-Roof	\$302.00	\$311.00
	19	Building Permits and Fees	Window Change Outs		\$311.00
	20	Building Permits and Fees	Bathroom Remodel		\$415.00
	21	Building Permits and Fees	Kitchen Remodel		\$415.00
	22	Building Permits and Fees	Rear Yard Improvements Non-structural		\$208.00
	23	Building Permits and Fees	Cellular Transmission Facility		\$831.00
19	24	Electrical Permits	Carnivals & Circuses - Electrical generators and electrically driven rides, <del>each</del>	\$403.00	\$415.00
20	25	Electrical Permits	Carnivals & Circuses - Mechanically driven rides and walk-through attractions or displays having electrical lighting, <del>each</del>	\$403.00	\$415.00
21	26	Electrical Permits	Carnivals & Circuses - System of area and booth lighting, <del>each</del>	\$403.00	\$415.00
22	27	Electrical Permits	<del>Power Pole/Meter Pedestal (temporary or permanent) Temporary service distribution power system pole or pedestal</del>	\$201.00	\$208.00
23	28	Electrical Permits	Receptacle outlets for construction site, decorative lights, Xmas tree sales lots, etc., each	\$403.00	\$415.00
24	29	Electrical Permits	Receptacle, switch & lighting outlets - up to 20	\$201.00	\$208.00
25	30	Electrical Permits	Receptacle, switch & lighting outlets - more than 20	\$403.00	\$415.00
26	31	Electrical Permits	Lighting Fixtures - up to 20 outlets	\$201.00	\$208.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit	Proposed Price per Unit
BUILDING SERVICES (Continued)					
27	32	Electrical Permits	Lighting Fixtures - more than 20 outlets	\$403.00	\$415.00
28	33	Electrical Permits	For pole or platform-mounted lighting fixtures, each (10% for each additional unit)	\$302.00	\$311.00
29	34	Electrical Permits	Residential Appliances, each (10% for each additional unit)	\$201.00	\$208.00
30	35	Electrical Permits	Non-Residential Appliances	\$201.00	\$208.00
31	36	Electrical Permits	Power Apparatus	\$201.00	\$208.00
32	37	Electrical Permits	Busways - each 100 ft.	\$201.00	\$208.00
33	38	Electrical Permits	Secondary Signs, Outline Lighting and Marquees supplied from one branch circuit, each	\$403.00	\$623.00
34	39	Electrical Permits	Electrical Service / Main Panel	\$302.00	\$311.00
35	40	Electrical Permits	Electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth	\$201.00	\$208.00
36	41	Electrical Permits	Photovoltaic Permit - Single-Family Home - Roof mounted	\$504.00	\$500.00
	42	Electrical Permits	Photovoltaic Permit - Multi-Family, Commercial Roof mounted		\$519.00
37	43	Electrical Permits	Photovoltaic Permit - Residential or Commercial - Ground mounted	\$604.00	\$623.00
38	44	Mechanical Permits	HVAC change out Furnace or Condensing Unit only	\$96.00	\$99.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
BUILDING SERVICES (Continued)							
39	45	Mechanical Permits	HVAC change out Split-System	\$96.00		\$99.00	
40	46	Mechanical Permits	Installation or relocation of each floor/wall furnace, including vent (10% for each additional unit)	\$201.00		\$208.00	
41	47	Mechanical Permits	Installation, relocation or replacement of each appliance vent (10% for each additional unit)	\$201.00		\$208.00	
42	48	Mechanical Permits	Installation of air handling unit (10% for each additional unit)	\$201.00		\$208.00	
43	49	Mechanical Permits	Each evaporative cooler other than portable type (10% for each additional unit)	\$201.00		\$208.00	
44	50	Mechanical Permits	Each vent fan connected to a single duct (10% for each additional unit)	\$201.00		\$208.00	
45	51	Mechanical Permits	Installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$403.00		\$415.00	
46	52	Plumbing Permits	Installation / repair of on site water supply line	\$201.00		\$208.00	
47	53	Plumbing Permits	Installation / repair of sewer line	\$302.00		\$311.00	
48	54	Plumbing Permits	Rainwater system --- (inside building, includes primary and overflow)	\$201.00		\$208.00	
49	55	Plumbing Permits	Each private sewage disposal system	\$705.00		\$727.00	
50	56	Plumbing Permits	Each water heater	\$96.00		\$99.00	
51	57	Plumbing Permits	Installation of grease interceptor	\$302.00		\$311.00	
52	58	Plumbing Permits	Installation, alteration, or repair of water piping	\$302.00		\$311.00	
53	59	Plumbing Permits	Installation, alteration, or repair of drainage piping	\$302.00		\$311.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
BUILDING SERVICES (Continued)					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
54	60	Plumbing Permits	Each lawn sprinkler system on any one meter, including backflow protection devices	\$302.00		\$311.00	
55	61	Plumbing Permits	Each backflow protective device	\$302.00		\$311.00	
56	62	Plumbing Permits	Installation/extension of gas piping system on/within a structure	\$201.00		\$208.00	
57	63	Plumbing Permits	Extension of a gas line from an existing system to an outdoor use.	\$201.00		\$208.00	
58	64	Grading Fees	Soil report review - not requiring professional review	\$504.00		\$519.00	
59	65	Grading Fees	Grading Inspection Per Lot Compaction report review	\$201.00		\$208.00	
60	66	Administrative Fees	Temporary Certificate of Occupancy	\$403.00		\$415.00	
61	67	Administrative Fees	Certificate of Occupancy	\$151.00		\$156.00	
62	68	Administrative Fees	Permit Re-Issuance	\$101.00		\$104.00	
63	69	Administrative Fees	Plan Check Re-Submittal	\$302.00		\$311.00	
64	70	Administrative Fees	Address Change	\$504.00		\$519.00	
65	Delete	Administrative Fees	Minor Variance—Bldg.	\$604.00		Delete	
66	71	Administrative Fees	Building Permit Authorization-Single Lot		\$2,115.00		\$2,180.00
67	72	Administrative Fees	Building Permit Authorization-Multi-Family Residence / Residential Tract / Commercial		\$5,035.00		\$5,191.00
	73	Administrative Fees	Geotechnical Report Review (single dwelling unit)				\$5,000.00
	74	Administrative Fees	Temporary Use Permit for Temporary Construction Trailer			\$207.00	
	75	Administrative Fees	Temporary Construction Trailer				\$200.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name
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**BUILDING SERVICES (Continued)**

	76	Administrative Fees	Temporary Certificate of Occupancy Inline Building
	77	Administrative Fees	Temporary Certificate of Occupancy Stand-Alone Building
68	78	State Mandate	Strong Motion Instrumentation
69	79	State Mandate	Access Compliance (% set by state law)
70	80	State Mandate	Energy Conservation compliance (% set by state law)
71	81	State Mandate	SB 1473 - Bldg. Standards Admin Special Revolving Fund
72	82	Other inspections	Inspections for which no fee is specifically indicated
73	83	Administrative Fees	Started work without a permit
74	84	Inspection Fee	Additional inspections @ 30 minutes each
75	85	Grading Inspection Fee	Grading Inspection Fee Per Lot

Current Price per Unit	Initial Deposit TDA Per Unit
set by state law	
5% of building permit & plan check fees	
10% of building permit & plan check fees	
set by state law	
Cost recovery /minimum 2 hours	
50% of the base permit fee	
\$101.00	
\$201.00	

Proposed Price per Unit	Initial Deposit TDA Per Unit
	\$1,000.00
	\$5,000.00
set by state law	
5% of building permit & plan check fees	
10% of building permit & plan check fees	
set by state law	
Cost recovery /minimum 2 hours	
50% of the base permit fee	
\$104.00	
\$208.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
DEVELOPMENT SERVICES							
1	1	Administrative Planning Fees	Zoning Verification Letter	\$705.00		\$727.00	
2	2	Home Occupation Permits	Home Occupation Permits	\$83.00		\$91.00	
3	3	Massage Clinic-& Massage Technician-License	Investigation fee for Non-CAMTC Massage Clinic Owner	\$302.00		\$311.00	
4	4	Development Permits	Appeal to Planning Commission/City Council	\$2,820.00		\$2,907.00	
5	5	Development Permits	Administrative Appeal to City Manager	\$737.00		\$760.00	
6	6	Development Permits	Conditional Use Permit - Development		\$8,962.00		\$9,240.00
7	7	Development Permits	Conditional Use Permit - Use		\$6,042.00		\$6,230.00
8	8	Development Permits	Development Code Amendment / Zoning Map Change		\$12,890.00		\$13,290.00
9	9	Development Permits	Design Review - Custom Home		\$4,431.00		\$4,568.00
10	10	Development Permits	Design Review - Tract		\$12,084.00		\$12,459.00
11	11	Development Permits	Entitlement Extension		\$6,042.00		\$6,230.00
12	12	Development Permits	General Plan Amendment		\$12,890.00		\$13,290.00
13	13	Development Permits	Land Use Determination Fee		\$6,042.00		\$6,230.00
14	14	Development Permits	Minor Variance	\$2,014.00		\$2,077.00	
15	15	Development Permits	Major Variance		\$6,042.00		\$6,230.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
DEVELOPMENT SERVICES (Continued)					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
16	16	Development Permits	Post Entitlement		\$6,042.00		\$6,230.00
17	17	Development Permits	Pre-application Review	\$4,834.00		\$4,984.00	
18	18	Development Permits	Pre-Entitlement		\$5,045.00		\$5,202.00
19	19	Development Permits	Reversion to Acreage		\$11,278.00		\$11,628.00
20	20	Development Permits	Review of Gate Guarded Neighborhood Plans		\$12,084.00		\$12,459.00
21	21	Development Permits	Site Development Permit		\$6,042.00		\$6,230.00
22	22	Development Permits	Site Plan Review		\$12,084.00		\$12,459.00
23	23	Development Permits	Specific Plan		\$20,140.00		\$20,765.00
24	24	Development Permits	Tentative Parcel Map		\$7,049.00		\$7,268.00
25	25	Development Permits	Tentative Tract Map		\$20,140.00		\$20,765.00
26	26	Minor Permits	Permanent Sign - Review and Approval	\$403.00		\$310.00	
27	27	Minor Permits	Banners and Flags	\$101.00		\$104.00	
28	28	Minor Permits	Special Events	\$604.00		\$623.00	
29	29	Minor Permits	Non-Profit Special Events	\$200.00		\$208.00	
30	30	Minor Permits	Temporary Use Permit	\$906.00		\$934.00	
	31	Minor Permits	Reasonable Accommodations (if as a result of his/her disability, the applicant cannot afford to pay this fee, the applicant may provide a brief description of the financial circumstances that prevent the payment of such fees, and a written request for fee waiver.).			\$2,907.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit	Initial Deposit TDA Per Unit	Proposed Price per Unit	Initial Deposit TDA Per Unit
DEVELOPMENT SERVICES (Continued)							
31	32	Parks & Landscape Fees	Landscape Plan Check Review - Developer (staff time) (Includes cost of consultant)		\$5,273.00		\$5,436.00
32	33	Parks & Landscape Fees	Landscape Plan Check Review - Single Family (includes cost of consultant) (Staff only)		\$3,408.00		\$3,446.00
33	34	Parks & Landscape Fees	Special Assessment District Formation		\$6,042.00		\$6,230.00
34	35	Adult-Oriented License	Adult Oriented Business Permit Application	\$302.00		\$311.00	
35	36	Minor-Oriented License	Owner Application Processing Fee	\$302.00		\$311.00	
36	37	Minor-Oriented License	Per Employee Application Processing Fee	\$302.00		\$311.00	
37	38	Tree Removal Permits	Applicant - no tree plan required	\$806.00		\$831.00	
38	39	Tree Removal Permits	Applicant - tree plan is required		\$1,581.00		\$1,630.00
39	40	AFFORDABLE HOUSING PROGRAM					
40	41	Housing In-Lieu fee	Single family residence - not to exceed \$3,500 per unit	\$1/sq..		\$1/sq..	
41	42	Housing In-Lieu fee	Multi-family residential - not to exceed \$1,000 per unit	\$1/sq..		\$1/sq..	
42	43	Equestrian Overlay District Fees	Equestrian and Large Animal Keeping Permit (K)			\$0.00	
43	44	Equestrian Overlay District Fees	Equestrian and Large Animal Business Permit (B) Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014)	\$79.00		\$91.00	
44	45	Equestrian Overlay District Fees	Equestrian and Large Animal Business Permit (N) - New Operations		\$6,042.00		\$6,230.00
45	46	Equestrian Overlay District Fees	Grazing Permit (GP)	\$79.00		\$91.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
DEVELOPMENT SERVICES (Continued)					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
46	47	Equestrian Overlay District Fees	Equestrian and Large Animal Use Permit (EUP) - Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014)	\$79.00		\$91.00	
47	48	Equestrian Overlay District Fees	Equestrian and Large Animal Use Permit (EUP) - New Operations		\$6,042.00		\$6,230.00

City of Chino Hills  
Master Schedule of Fees  
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Old Ref No.	New Ref No	User Fee Name		Current Price per Unit		Proposed Price per Unit	
ENGINEERING SERVICES					Initial Deposit TDA Per Unit		Initial Deposit TDA Per Unit
1		Administration	Lot Line Adjustment	\$1,550.00		\$1,580.00	
2		Administration	Lot Merger	\$969.00		\$988.00	
3		Final Map Fees	Grant of Easement	\$969.00		\$988.00	
4		Final Map Fees	Certificates of Correction	\$969.00		\$988.00	
5		Bond Management	Certificate of Compliance	\$969.00		\$988.00	
6		Development Review	Encroachment Permit	\$96.00		\$98.00	
7		Traffic Permits	Oversize - Single Trip	\$96.00		\$16.00	
8		Traffic Permits	Oversize - Annual (5 truck maximum)	\$96.00		\$96.00	
9		Traffic Permits	Repetitive Haul - Issuance Fee	\$96.00		\$96.00	
10		Engineering Services	Amend Final Map		Cost Recovery/TDA		Cost Recovery/TDA
11		Engineering Services	Final Parcel Map		Cost Recovery/TDA		Cost Recovery/TDA
12		Engineering Services	Final Tract Map Review and related processing for recordation (Tract/Parcel Maps/ Minor Subdivision)		Cost Recovery/TDA		Cost Recovery/TDA
13		Engineering Services	Hydrology Review		Cost Recovery/TDA		Cost Recovery/TDA
14		Engineering Services	Public Works Inspection Services		Cost Recovery/TDA		Cost Recovery/TDA
15		Engineering Services	Rough grade plan check		Cost Recovery/TDA		Cost Recovery/TDA
16		Engineering Services	Rough grade permit		Cost Recovery/TDA		Cost Recovery/TDA

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name
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Current Price per Unit
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Proposed Price per Unit
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**ENGINEERING SERVICES (Continued)**

17		Engineering Services	Storm Water Pollution Prevention Plan Review
18		Engineering Services	Traffic Study Review
19		Engineering Services	Water Quality Management Program Review - Entitlement
20		Engineering Services	Water Quality Management Program Review - Post Entitlement
21		Engineering Services	Improvement Plan Review (streets, sewer, water, storm drain)
22		Engineering Services	Geotechnical Report Review

	Initial Deposit TDA Per Unit
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA

	Initial Deposit TDA Per Unit
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA
	Cost Recovery/TDA

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name	Current Price per Unit	Proposed Price per Unit
<b>FINANCE DEPARTMENT</b>					
1	1	Business License	Business License Annual Fee - New	\$81.00	\$83.00
2	2	Business License	Business License Annual Fee - Renewal	\$9.00	\$9.00
	3	Business License	Business License Fee - Community Services Special Event	n/a	\$0.00
3	4	Business License	Sale of Documents - business license listing (all existing)	\$0.10 per page	\$0.10 per page
4	5	Business License	Sale of Documents - business license listing (new businesses)	\$0.10 per page	\$0.10 per page
5	6	Business License	Modification to License	\$14.00	\$14.00
6	7	Business License	Duplicate License (lost or destroyed)	\$5.00	\$10.00
7	8	State Mandate	SB 1186 - Disability Access Fee	\$1/license	\$1/license
8	9	A/R	Green River Sewer Billing	\$26.00	\$26.00
9	10	Bingo License	Fee for Bingo Licensee	\$50.00	\$50.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No		User Fee Name	Current Price per Unit
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Proposed Price per Unit
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**PUBLIC SAFETY SERVICES**

1		Police services	Release of stored and/or impounded Vehicles	\$84.00
2		Police reports	Crime reports	\$13.00
3		Traffic reports	1-5 pages	\$16.00
4		Traffic reports	Each Additional	\$0.50
5		Police services	Cite Sign Offs (Non Residents)	\$16.00
6		Police services	Clearance Letters	\$16.00
7		Police services	Vehicle Release	\$84.00
8		Police services	Copy of Parking Citation (set by Vehicle code)	\$2.00
9		Police services	Copy of Traffic Citation (set by Vehicle code)	\$11.00
10		Police services	Repossession Fee (set by Vehicle code)	\$16.00
11		False Alarm Response	Third time	\$28.00
12		False Alarm Response	Fourth time	\$56.00
13		False Alarm Response	Fifth time	\$84.00
14		False Alarm Response	Sixth and subsequent times	\$110.00
15			Parking Violations	Table 5

\$84.00
\$13.00
\$16.00
\$0.50
\$16.00
\$16.00
\$84.00
\$2.00
\$11.00
\$16.00
\$28.00
\$56.00
\$84.00
\$110.00
Table 5

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name	Current Price per Unit
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Proposed Price per Unit
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PUBLIC WORKS

1		Water Misc. Fee	Fire Flow Testing	\$325.00
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\$325.00
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City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No.		User Fee Name	Current Price per Unit	Proposed Price per Unit
<b>MISCELLANEOUS SERVICE FEES</b>					
1		Document fees	Sale of documents - various	Cost recovery printer costs	Cost recovery printer costs
2		Copies	1 sided 8.5x11"	\$0.10/page plus postage	\$0.10/page plus postage
3		Copies	1 sided 8.5x14"	\$0.30/page plus postage	\$0.30/page plus postage
4		Copies	1 sided 8.5x11" color	\$0.20/page plus postage	\$0.20/page plus postage
5		Document fees	Faxes	No charge	No charge
6		Document fees	Electronic copy of records	Cost recovery of device used: disc, flash- drive, etc.	Cost recovery of device used: disc, flash-drive, etc.
7		NSF fee - 1st bad item	Financial Instrument Return Item Fee	\$25.00	\$25.00
8		NSF Fee - subsequent bad items	Financial Instrument Return Item Fee	\$35.00	\$35.00
9		Plotter - maps	Standard size 24" x 36"	\$7.25	\$7.25
10		Plotter - maps	Non-Standard size cost per square foot	\$1.25/sq. foot	\$1.25/sq. foot

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Old Ref No.	New Ref No		User Fee Name	Current Price per Unit	Proposed Price per Unit
<b>BLENDED HOURLY RATES</b>					
1			City Clerk	\$78.00	\$79.00
2			Code Enforcement	\$100.00	\$105.00
3			Recreation - full-time staff	\$80.00	\$97.00
4			Recreation - part-time staff	\$25.00	\$26.00
5			Community Development	\$201.00	\$207.00
6			Finance	\$77.00	\$77.00
7			Information Technology Services	\$105.00	\$122.00
8			Engineering Services	\$193.00	\$197.00
9			Public Works Services	\$112.00	\$113.00
10			Community Relations	\$117.00	\$112.00

Animal Care and Control Services Fees per current Resolution  
Development Impact fees per current Ordinance/Resolution

Notes:

Cost Recovery refers to "full cost recovery" and requires initial deposit

TDA refers to Trust Deposit Account

Cell site increases 4% per year set by current City Council policy on 3/27/2007

Per City Attorney, Proposition 26 restricts increase on Affordable Housing in-lieu fees

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

			Price Per Unit						Price Per Unit					
Relate IBC Class	Building Use (IBC Occupancy Type)	Avg Square Ft	30%		70%		100%		30%		70%		100%	
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL	
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
A-1	Assembly—Fixed Seating Theater, Concert Hall	3,000	\$ 1,812.60	\$ 17.62	\$ 4,229.40	\$ 41.12	\$ 6,042.00	\$ 58.74	1,868.85	18.17	4,360.65	42.40	6,229.50	60.56
		9,000	2,869.95	17.62	6,696.55	41.12	9,566.50	58.74	2,959.01	18.17	6,904.36	42.40	9,863.38	60.56
		15,000	3,927.30	14.10	9,163.70	32.90	13,091.00	46.99	4,049.18	14.54	9,448.08	33.92	13,497.25	48.45
		20,000	4,632.20	14.10	10,808.47	32.90	15,440.67	46.99	4,775.95	14.54	11,143.88	33.92	15,919.83	48.45
		25,000	5,337.10	14.10	12,453.23	32.90	17,790.33	46.99	5,502.73	14.54	12,839.69	33.92	18,342.42	48.45
		30,000	6,042.00	20.14	14,098.00	46.99	20,140.00	67.13	6,229.50	20.77	14,535.50	48.45	20,765.00	69.22
A-2	Assembly—Food & Drink Restaurant, Night Club, Bar	650	1,208.40	46.48	2,819.60	108.45	4,028.00	154.92	1,245.90	47.92	2,907.10	111.81	4,153.00	159.73
		3,250	2,416.80	37.18	5,639.20	86.76	8,056.00	123.94	2,491.80	38.34	5,814.20	89.45	8,306.00	127.78
		6,500	3,625.20	13.94	8,458.80	32.53	12,084.00	46.48	3,737.70	14.38	8,721.30	33.54	12,459.00	47.92
		8,667	3,927.30	13.94	9,163.70	32.53	13,091.00	46.48	4,049.18	14.38	9,448.08	33.54	13,497.25	47.92
		10,833	4,229.40	13.94	9,868.60	32.53	14,098.00	46.48	4,360.65	14.38	10,174.85	33.54	14,535.50	47.92
		13,000	4,531.50	34.86	10,573.50	81.33	15,105.00	116.19	4,672.13	35.94	10,901.63	83.86	15,573.75	119.80
A-3	Assembly—Worship, Amusement Arcade, Church, Community Hall	1,500	1,812.60	20.14	4,229.40	46.99	6,042.00	67.13	1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
		4,500	2,416.80	20.14	5,639.20	46.99	8,056.00	67.13	2,491.80	20.77	5,814.20	48.45	8,306.00	69.22
		7,500	3,021.00	20.14	7,049.00	46.99	10,070.00	67.13	3,114.75	20.77	7,267.75	48.45	10,382.50	69.22
		10,000	3,524.50	20.14	8,223.83	46.99	11,748.33	67.13	3,633.88	20.77	8,479.04	48.45	12,112.92	69.22
		12,500	4,028.00	20.14	9,398.67	46.99	13,426.67	67.13	4,153.00	20.77	9,690.33	48.45	13,843.33	69.22
		15,000	4,531.50	30.21	10,573.50	70.49	15,105.00	100.70	4,672.13	31.15	10,901.63	72.68	15,573.75	103.83
A-4	Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court	1,500	1,812.60	20.14	4,229.40	46.99	6,042.00	67.13	1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
		4,500	2,416.80	20.14	5,639.20	46.99	8,056.00	67.13	2,491.80	20.77	5,814.20	48.45	8,306.00	69.22
		7,500	3,021.00	24.17	7,049.00	56.39	10,070.00	80.56	3,114.75	24.92	7,267.75	58.14	10,382.50	83.06
		10,000	3,625.20	24.17	8,458.80	56.39	12,084.00	80.56	3,737.70	24.92	8,721.30	58.14	12,459.00	83.06
		12,500	4,229.40	24.17	9,868.60	56.39	14,098.00	80.56	4,360.65	24.92	10,174.85	58.14	14,535.50	83.06
		15,000	4,833.60	32.22	11,278.40	75.19	16,112.00	107.41	4,983.60	33.22	11,628.40	77.52	16,612.00	110.75
A	A Occupancy Tenant Improvements	500	604.20	30.21	1,409.80	70.49	2,014.00	100.70	622.95	31.15	1,453.55	72.68	2,076.50	103.83
		2,500	1,208.40	24.17	2,819.60	56.39	4,028.00	80.56	1,245.90	24.92	2,907.10	58.14	4,153.00	83.06
		5,000	1,812.60	12.08	4,229.40	28.20	6,042.00	40.28	1,868.85	12.46	4,360.65	29.07	6,229.50	41.53
		6,667	2,014.00	12.08	4,699.33	28.20	6,713.33	40.28	2,076.50	12.46	4,845.17	29.07	6,921.67	41.53
		8,333	2,215.40	12.08	5,169.27	28.20	7,384.67	40.28	2,284.15	12.46	5,329.68	29.07	7,613.83	41.53
		10,000	2,416.80	24.17	5,639.20	56.39	8,056.00	80.56	2,491.80	24.92	5,814.20	58.14	8,306.00	83.06
B	Business	3,000	1,812.60	19.08	4,229.40	44.52	6,042.00	63.60	1,868.85	19.67	4,360.65	45.90	6,229.50	65.57
		7,750	2,718.90	19.08	6,344.10	44.52	9,063.00	63.60	2,803.28	19.67	6,540.98	45.90	9,344.25	65.57
		12,500	3,625.20	9.67	8,458.80	22.56	12,084.00	32.22	3,737.70	9.97	8,721.30	23.26	12,459.00	33.22
		16,667	4,028.00	9.67	9,398.67	22.56	13,426.67	32.22	4,153.00	9.97	9,690.33	23.26	13,843.33	33.22
		20,833	4,430.80	9.67	10,338.53	22.56	14,769.33	32.22	4,568.30	9.97	10,659.37	23.26	15,227.67	33.22
		25,000	4,833.60	19.33	11,278.40	45.11	16,112.00	64.45	4,983.60	19.93	11,628.40	46.51	16,612.00	66.45
B	B Occupancy Tenant Improvements	500	604.20	30.21	1,409.80	70.49	2,014.00	100.70	622.95	31.15	1,453.55	72.68	2,076.50	103.83
		2,500	1,208.40	12.08	2,819.60	28.20	4,028.00	40.28	1,245.90	12.46	2,907.10	29.07	4,153.00	41.53
		5,000	1,510.50	12.08	3,524.50	28.20	5,035.00	40.28	1,557.38	12.46	3,633.88	29.07	5,191.25	41.53
		6,667	1,711.90	12.08	3,994.43	28.20	5,706.33	40.28	1,765.03	12.46	4,118.39	29.07	5,883.42	41.53
		8,333	1,913.30	12.08	4,464.37	28.20	6,377.67	40.28	1,972.68	12.46	4,602.91	29.07	6,575.58	41.53
		10,000	2,114.70	21.15	4,934.30	49.34	7,049.00	70.49	2,180.33	21.80	5,087.43	50.87	7,267.75	72.68
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	800	\$ 1,510.50	\$ 47.20	\$ 3,524.50	\$ 110.14	\$ 5,035.00	\$ 157.34	1,557.38	48.67	3,633.88	113.56	5,191.25	162.23
		2,400	2,265.75	47.20	5,286.75	110.14	7,552.50	157.34	2,336.06	48.67	5,450.81	113.56	7,786.88	162.23
		4,000	3,021.00	22.66	7,049.00	52.87	10,070.00	75.53	3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
		5,333	3,323.10	22.66	7,753.90	52.87	11,077.00	75.53	3,426.23	23.36	7,994.53	54.51	11,420.75	77.87
		6,667	3,625.20	22.66	8,458.80	52.87	12,084.00	75.52	3,737.70	23.36	8,721.30	54.51	12,459.00	77.87
		8,000	3,927.30	49.09	9,163.70	114.55	13,091.00	163.64	4,049.18	50.61	9,448.08	118.10	13,497.25	168.72

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

			Price Per Unit						Price Per Unit					
Relate IBC Class	Building Use (IBC Occupancy Type)	Avg Square Ft	30%		70%		100%		30%		70%		100%	
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL	
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
E	Educational—Day Care 5+ children, older than 2 1/2 yrs	600	1,510.50	62.94	3,524.50	146.85	5,035.00	209.79	1,557.38	64.89	3,633.88	151.41	5,191.25	216.30
		1,800	2,265.75	62.94	5,286.75	146.85	7,552.50	209.79	2,336.06	64.89	5,450.81	151.41	7,786.88	216.30
		3,000	3,021.00	20.14	7,049.00	46.99	10,070.00	67.13	3,114.75	20.77	7,267.75	48.45	10,382.50	69.22
		4,000	3,222.40	20.14	7,518.93	46.99	10,741.33	67.13	3,322.40	20.77	7,752.27	48.45	11,074.67	69.22
		5,000	3,423.80	20.14	7,988.87	46.99	11,412.67	67.13	3,530.05	20.77	8,236.78	48.45	11,766.83	69.22
		6,000	3,625.20	60.42	8,458.80	140.98	12,084.00	201.40	3,737.70	62.30	8,721.30	145.36	12,459.00	207.65
E	E Occupancy Tenant Improvements	400	604.20	37.76	1,409.80	88.11	2,014.00	125.88	622.95	38.93	1,453.55	90.85	2,076.50	129.78
		1,200	906.30	37.76	2,114.70	88.11	3,021.00	125.88	934.43	38.93	2,180.33	90.85	3,114.75	129.78
		2,000	1,208.40	15.11	2,819.60	35.25	4,028.00	50.35	1,245.90	15.57	2,907.10	36.34	4,153.00	51.91
		2,667	1,309.10	15.11	3,054.57	35.25	4,363.67	50.35	1,349.73	15.57	3,149.36	36.34	4,499.08	51.91
		3,333	1,409.80	15.11	3,289.53	35.24	4,699.33	50.35	1,453.55	15.57	3,391.62	36.34	4,845.17	51.91
		4,000	1,510.50	37.76	3,524.50	88.11	5,035.00	125.88	1,557.38	38.93	3,633.88	90.85	5,191.25	129.78
I-1	Institutional—17+ persons, ambulatory	800	1,208.40	37.76	2,819.60	88.11	4,028.00	125.88	1,245.90	38.93	2,907.10	90.85	4,153.00	129.78
		2,400	1,812.60	37.76	4,229.40	88.11	6,042.00	125.88	1,868.85	38.93	4,360.65	90.85	6,229.50	129.78
		4,000	2,416.80	22.66	5,639.20	52.87	8,056.00	75.53	2,491.80	23.36	5,814.20	54.51	8,306.00	77.87
		5,333	2,718.90	22.66	6,344.10	52.87	9,063.00	75.53	2,803.28	23.36	6,540.98	54.51	9,344.25	77.87
		6,667	3,021.00	22.66	7,049.00	52.87	10,070.00	75.53	3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
		8,000	3,323.10	41.54	7,753.90	96.92	11,077.00	138.46	3,426.23	42.83	7,994.53	99.93	11,420.75	142.76
I-2	Institutional—6+ persons, non-ambulatory	800	1,510.50	47.20	3,524.50	110.14	5,035.00	157.34	1,557.38	48.67	3,633.88	113.56	5,191.25	162.23
		2,400	2,265.75	47.20	5,286.75	110.14	7,552.50	157.34	2,336.06	48.67	5,450.81	113.56	7,786.88	162.23
		4,000	3,021.00	22.66	7,049.00	52.87	10,070.00	75.53	3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
		5,333	3,323.10	22.66	7,753.90	52.87	11,077.00	75.53	3,426.23	23.36	7,994.53	54.51	11,420.75	77.87
		6,667	3,625.20	22.66	8,458.80	52.87	12,084.00	75.52	3,737.70	23.36	8,721.30	54.51	12,459.00	77.87
		8,000	3,927.30	49.09	9,163.70	114.55	13,091.00	163.64	4,049.18	50.61	9,448.08	118.10	13,497.25	168.72
I	I Occupancy Tenant Improvements	300	604.20	50.35	1,409.80	117.48	2,014.00	167.83	622.95	51.91	1,453.55	121.13	2,076.50	173.04
		1,500	1,208.40	40.28	2,819.60	93.99	4,028.00	134.27	1,245.90	41.53	2,907.10	96.90	4,153.00	138.43
		3,000	1,812.60	20.14	4,229.40	46.99	6,042.00	67.13	1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
		4,000	2,014.00	20.14	4,699.33	46.99	6,713.33	67.13	2,076.50	20.77	4,845.17	48.45	6,921.67	69.22
		5,000	2,215.40	20.14	5,169.27	46.99	7,384.67	67.13	2,284.15	20.77	5,329.68	48.45	7,613.83	69.22
		6,000	2,416.80	40.28	5,639.20	93.99	8,056.00	134.27	2,491.80	41.53	5,814.20	96.90	8,306.00	138.43
M	Mercantile	800	906.30	37.76	2,114.70	88.11	3,021.00	125.88	934.43	38.93	2,180.33	90.85	3,114.75	129.78
		4,000	2,114.70	22.66	4,934.30	52.87	7,049.00	75.53	2,180.33	23.36	5,087.43	54.51	7,267.75	77.87
		8,000	3,021.00	18.88	7,049.00	44.06	10,070.00	62.94	3,114.75	19.47	7,267.75	45.42	10,382.50	64.89
		10,667	3,524.50	18.88	8,223.83	44.06	11,748.33	62.94	3,633.88	19.47	8,479.04	45.42	12,112.92	64.89
		13,333	4,028.00	18.88	9,398.67	44.06	13,426.67	62.94	4,153.00	19.47	9,690.33	45.42	13,843.33	64.89
		16,000	4,531.50	28.32	10,573.50	66.08	15,105.00	94.41	4,672.13	29.20	10,901.63	68.14	15,573.75	97.34
M	Mercantile—Motor fuel-dispensing	1,500	\$ 1,208.40	\$ 20.14	\$ 2,819.60	\$ 46.99	\$ 4,028.00	\$ 67.13	1,245.90	20.77	2,907.10	48.45	4,153.00	69.22
		2,700	1,450.08	20.14	3,383.52	46.99	4,833.60	67.13	1,495.08	20.77	3,488.52	48.45	4,983.60	69.22
		3,900	1,691.76	20.14	3,947.44	46.99	5,639.20	67.13	1,744.26	20.77	4,069.94	48.45	5,814.20	69.22
		5,100	1,933.44	20.14	4,511.36	46.99	6,444.80	67.13	1,993.44	20.77	4,651.36	48.45	6,644.80	69.22
		6,300	2,175.12	20.14	5,075.28	46.99	7,250.40	67.13	2,242.62	20.77	5,232.78	48.45	7,475.40	69.22
		7,500	2,416.80	32.22	5,639.20	75.19	8,056.00	107.41	2,491.80	33.22	5,814.20	77.52	8,306.00	110.75
M	M Occupancy Tenant Improvements	800	906.30	28.32	2,114.70	66.08	3,021.00	94.41	934.43	29.20	2,180.33	68.14	3,114.75	97.34
		4,000	1,812.60	15.11	4,229.40	35.25	6,042.00	50.35	1,868.85	15.57	4,360.65	36.34	6,229.50	51.91
		8,000	2,416.80	7.55	5,639.20	17.62	8,056.00	25.18	2,491.80	7.79	5,814.20	18.17	8,306.00	25.96
		10,667	2,618.20	7.55	6,109.13	17.62	8,727.33	25.18	2,699.45	7.79	6,298.72	18.17	8,998.17	25.96
		13,333	2,819.60	7.55	6,579.07	17.62	9,398.67	25.17	2,907.10	7.79	6,783.23	18.17	9,690.33	25.96
		16,000	3,021.00	18.88	7,049.00	44.06	10,070.00	62.94	3,114.75	19.47	7,267.75	45.42	10,382.50	64.89

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Relate IBC Class	Building Use (IBC Occupancy Type)	Avg Square Ft	Price Per Unit						Price Per Unit					
			30%		70%		100%		30%		70%		100%	
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL	
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
R-1	Residential—Transient Boarding Houses, Hotels, Motels	4,000	3,021.00	22.66	7,049.00	52.87	10,070.00	75.53	3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
		12,000	4,833.60	22.66	11,278.40	52.87	16,112.00	75.53	4,983.60	23.36	11,628.40	54.51	16,612.00	77.87
		20,000	6,646.20	12.08	15,507.80	28.20	22,154.00	40.28	6,852.45	12.46	15,989.05	29.07	22,841.50	41.53
		26,667	7,451.80	12.08	17,387.53	28.20	24,839.33	40.28	7,683.05	12.46	17,927.12	29.07	25,610.17	41.53
		33,333	8,257.40	12.08	19,267.27	28.20	27,524.67	40.28	8,513.65	12.46	19,865.18	29.07	28,378.83	41.53
		40,000	9,063.00	22.66	21,147.00	52.87	30,210.00	75.53	9,344.25	23.36	21,803.25	54.51	31,147.50	77.87
R-2	Residential—Permanent, 3+ Dwellings Apartment, Dormitory, Timeshare	2,000	2,114.70	15.11	4,934.30	35.25	7,049.00	50.35	2,180.33	15.57	5,087.43	36.34	7,267.75	51.91
		10,000	3,323.10	9.06	7,753.90	21.15	11,077.00	30.21	3,426.23	9.34	7,994.53	21.80	11,420.75	31.15
		20,000	4,229.40	15.11	9,868.60	35.25	14,098.00	50.35	4,360.65	15.57	10,174.85	36.34	14,535.50	51.91
		26,667	5,236.40	15.11	12,218.27	35.25	17,454.67	50.35	5,398.90	15.57	12,597.43	36.34	17,996.33	51.91
		33,333	6,243.40	15.11	14,567.93	35.25	20,811.33	50.35	6,437.15	15.57	15,020.02	36.34	21,457.17	51.91
		40,000	7,250.40	18.13	16,917.60	42.29	24,168.00	60.42	7,475.40	18.69	17,442.60	43.61	24,918.00	62.30
R-3	Dwellings	2,500	1,510.50	31.42	3,524.50	73.31	5,035.00	104.73	1,557.38	32.39	3,633.88	75.58	5,191.25	107.98
		5,000	2,295.96	21.15	5,357.24	49.34	7,653.20	70.49	2,367.21	21.80	5,523.49	50.87	7,890.70	72.68
		7,000	2,718.90	10.07	6,344.10	23.50	9,063.00	33.57	2,803.28	10.38	6,540.98	24.23	9,344.25	34.61
		10,000	3,021.00	18.13	7,049.00	42.29	10,070.00	60.42	3,114.75	18.69	7,267.75	43.61	10,382.50	62.30
		15,000	3,927.30	21.15	9,163.70	49.34	13,091.00	70.49	4,049.18	21.80	9,448.08	50.87	13,497.25	72.68
		25,000	6,042.00	24.17	14,098.00	56.39	20,140.00	80.56	6,229.50	24.92	14,535.50	58.14	20,765.00	83.06
R	R Occupancy — Additions	50	181.26	90.63	422.94	211.47	604.20	302.10	186.89	93.44	436.07	218.03	622.95	311.48
		250	362.52	96.67	845.88	225.57	1,208.40	322.24	373.77	99.67	872.13	232.57	1,245.90	332.24
		500	604.20	120.84	1,409.80	281.96	2,014.00	402.80	622.95	124.59	1,453.55	290.71	2,076.50	415.30
		1,000	1,208.40	20.14	2,819.60	46.99	4,028.00	67.13	1,245.90	20.77	2,907.10	48.45	4,153.00	69.22
		2,500	1,510.50	36.25	3,524.50	84.59	5,035.00	120.84	1,557.38	37.38	3,633.88	87.21	5,191.25	124.59
		5,000	2,416.80	48.34	5,639.20	112.78	8,056.00	161.12	2,491.80	49.84	5,814.20	116.28	8,306.00	166.12
S-1	Storage—Moderate Hazard	5,000	2,416.80	13.59	5,639.20	31.72	8,056.00	45.32	2,491.80	14.02	5,814.20	32.70	8,306.00	46.72
		15,000	3,776.25	13.59	8,811.25	31.72	12,587.50	45.32	3,893.44	14.02	9,084.69	32.70	12,978.13	46.72
		25,000	5,135.70	13.29	11,983.30	31.02	17,119.00	44.31	5,295.08	13.70	12,355.18	31.98	17,650.25	45.68
		33,333	6,243.40	13.29	14,567.93	31.02	20,811.33	44.31	6,437.15	13.70	15,020.02	31.98	21,457.17	45.68
		41,667	7,351.10	13.29	17,152.57	31.02	24,503.67	44.31	7,579.23	13.70	17,684.86	31.98	25,264.08	45.68
		50,000	8,458.80	16.92	19,737.20	39.47	28,196.00	56.39	8,721.30	17.44	20,349.70	40.70	29,071.00	58.14
S-1	Storage—Moderate Hazard, Repair Garage, Motor Vehicles (not High Hazard)	500	\$ 906.30	\$ 30.21	\$ 2,114.70	\$ 70.49	\$ 3,021.00	\$ 100.70	934.43	31.15	2,180.33	72.68	3,114.75	103.83
		2,500	1,510.50	24.17	3,524.50	56.39	5,035.00	80.56	1,557.38	24.92	3,633.88	58.14	5,191.25	83.06
		5,000	2,114.70	24.17	4,934.30	56.39	7,049.00	80.56	2,180.33	24.92	5,087.43	58.14	7,267.75	83.06
		10,000	3,323.10	10.07	7,753.90	23.50	11,077.00	33.57	3,426.23	10.38	7,994.53	24.23	11,420.75	34.61
		25,000	4,833.60	12.08	11,278.40	28.20	16,112.00	40.28	4,983.60	12.46	11,628.40	29.07	16,612.00	41.53
		50,000	7,854.60	15.71	18,327.40	36.65	26,182.00	52.36	8,098.35	16.20	18,896.15	37.79	26,994.50	53.99
S-2	Storage—Low Hazard	5,000	1,812.60	12.08	4,229.40	28.20	6,042.00	40.28	1,868.85	12.46	4,360.65	29.07	6,229.50	41.53
		25,000	4,229.40	7.25	9,868.60	16.92	14,098.00	24.17	4,360.65	7.48	10,174.85	17.44	14,535.50	24.92
		50,000	6,042.00	2.42	14,098.00	5.64	20,140.00	8.06	6,229.50	2.49	14,535.50	5.81	20,765.00	8.31
		100,000	7,250.40	7.25	16,917.60	16.92	24,168.00	24.17	7,475.40	7.48	17,442.60	17.44	24,918.00	24.92
		250,000	18,126.00	7.25	42,294.00	16.92	60,420.00	24.17	18,688.50	7.48	43,606.50	17.44	62,295.00	24.92
		500,000	36,252.00	7.25	84,588.00	16.92	120,840.00	24.17	37,377.00	7.48	87,213.00	17.44	124,590.00	24.92
S-2	Storage—Low Hazard, Parking Garages Open or Enclosed	4,000	2,416.80	15.11	5,639.20	35.25	8,056.00	50.36	2,491.80	15.57	5,814.20	36.34	8,306.00	51.91
		20,000	4,833.60	9.06	11,278.40	21.15	16,112.00	30.21	4,983.60	9.34	11,628.40	21.80	16,612.00	31.15
		40,000	6,646.20	4.53	15,507.80	10.57	22,154.00	15.11	6,852.45	4.67	15,989.05	10.90	22,841.50	15.57
		80,000	8,458.80	8.06	19,737.20	18.80	28,196.00	26.85	8,721.30	8.31	20,349.70	19.38	29,071.00	27.69
		200,000	18,126.00	9.06	42,294.00	21.15	60,420.00	30.21	18,688.50	9.34	43,606.50	21.80	62,295.00	31.15
		400,000	36,252.00	9.06	84,588.00	21.15	120,840.00	30.21	37,377.00	9.34	87,213.00	21.80	124,590.00	31.15

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Relate IBC Class	Building Use (IBC Occupancy Type)	Avg Square Ft	Price Per Unit						Price Per Unit					
			30%		70%		100%		30%		70%		100%	
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL	
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
S	S Occupancy Tenant Improvements	800	906.30	18.88	2,114.70	44.06	3,021.00	62.94	934.43	19.47	2,180.33	45.42	3,114.75	64.89
		4,000	1,510.50	22.66	3,524.50	52.87	5,035.00	75.53	1,557.38	23.36	3,633.88	54.51	5,191.25	77.87
		8,000	2,416.80	7.55	5,639.20	17.62	8,056.00	25.18	2,491.80	7.79	5,814.20	18.17	8,306.00	25.96
		16,000	3,021.00	10.07	7,049.00	23.50	10,070.00	33.57	3,114.75	10.38	7,267.75	24.23	10,382.50	34.61
		40,000	5,437.80	10.57	12,688.20	24.67	18,126.00	35.25	5,606.55	10.90	13,081.95	25.44	18,688.50	36.34
		80,000	9,667.20	12.08	22,556.80	28.20	32,224.00	40.28	9,967.20	12.46	23,256.80	29.07	33,224.00	41.53
U	Accessory Structure	50	181.26	90.63	422.94	211.47	604.20	302.10	186.89	93.44	436.07	218.03	622.95	311.48
		250	362.52	96.67	845.88	225.57	1,208.40	322.24	373.77	99.67	872.13	232.57	1,245.90	332.24
		500	604.20	60.42	1,409.80	140.98	2,014.00	201.40	622.95	62.30	1,453.55	145.36	2,076.50	207.65
		1,000	906.30	15.11	2,114.70	35.25	3,021.00	50.35	934.43	15.57	2,180.33	36.34	3,114.75	51.91
		5,000	1,510.50	12.08	3,524.50	28.20	5,035.00	40.28	1,557.38	12.46	3,633.88	29.07	5,191.25	41.53
		10,000	2,114.70	21.15	4,934.30	49.34	7,049.00	70.49	2,180.33	21.80	5,087.43	50.87	7,267.75	72.68
		20,000	4,229.40	10.07	9,868.60	23.50	14,098.00	33.57	4,360.65	10.38	10,174.85	24.23	14,535.50	34.61
		50,000	7,250.40	9.67	16,917.60	22.56	24,168.00	32.22	7,475.40	9.97	17,442.60	23.26	24,918.00	33.22
		100,000	12,084.00	12.08	28,196.00	28.20	40,280.00	40.28	12,459.00	12.46	29,071.00	29.07	41,530.00	41.53

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

**Chino Hills Community Center  
Rental Fees and Charges**

**I. CLEANING DEPOSIT**

Package	Rooms	Fee
Platinum	Banquet Room with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 500
Gold	Banquet Room with Patio & Gazebo	\$ 500
Silver	Banquet Room (divided 2/3) with Patio & Gazebo	\$ 500
	Banquet Room (1/3)	\$ 250
	Game Room with sitting room & patio	\$ 250
	Exercise Room	\$ 100
	Dance Room	\$ 100
	Conference Room A	\$ 100
	Conference Room B	\$ 100
	S User Group (any room rental)	\$ 250

<b>II. <u>ALCOHOL USE DEPOSIT</u></b>	\$ 500
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**III. USER FEES**

Weekday Rates  
(Monday - Thursday 8:00 a.m. - 10:00 p.m. and Friday 8:00 a.m. to 4:00 p.m.)

Rooms	Hourly Group/Facility Use Fees				
	Group A	Group B	Group C	Group D	Group S <sup>1</sup>
Banquet Room with Patio & Gazebo	N/C	\$ 85	\$ 176	\$ 220	\$ 85
Banquet Room (divided 2/3) with Patio & Gazebo	N/C	\$ 65	\$ 128	\$ 160	\$ 65
Banquet Room (1/3)	N/C	\$ 50	\$ 80	\$ 100	\$ 50
Game Room with sitting room & patio	N/C	\$ 58	\$ 64	\$ 80	\$ 58
Exercise Room	N/C	\$ 28	\$ 48	\$ 60	\$ 28
Dance Room	N/C	\$ 28	\$ 48	\$ 60	\$ 28
Conference Room A	N/C	\$ 20	\$ 32	\$ 40	\$ 20
Conference Room B	N/C	\$ 20	\$ 32	\$ 40	\$ 20

<sup>1</sup> Group S users receive priority reservation from 8:00 a.m. to 3:00 p.m. Monday through Friday at not charge. Rental of the Banquet Room during these hours includes the AV Equipment, Stage, and Dance Floor at no charge.

Weekend Rates  
(Friday 4:00 p.m. - 12:00 a.m. (midnight) and Saturday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Package	Rooms	Packages are for a 6 hour rental				
		Group A	Group B	Group C	Group D	Group S
Platinum	Banquet Room with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	N/C	\$ 2,037	\$ 2,716	\$ 3,395	\$ 2,037
	Each additional hour	N/C	\$ 213	\$ 284	\$ 355	\$ 213
Gold	Banquet Room with Patio & Gazebo	N/C	\$ 1,440	\$ 1,920	\$ 2,400	\$ 1,440
	Each additional hour	N/C	\$ 150	\$ 200	\$ 250	\$ 150
Silver	Banquet Room (divided 2/3) with Patio & Gazebo	N/C	\$ 972	\$ 1,296	\$ 1,620	\$ 972
	Each additional hour	N/C	\$ 102	\$ 136	\$ 170	\$ 102
Rooms		Hourly Group/Facility Use Fees				
		Group A	Group B	Group C	Group D	Group S
	Game Room with sitting room & patio	N/C	\$ 96	\$ 128	\$ 160	\$ 96
	Exercise Room	N/C	\$ 75	\$ 100	\$ 125	\$ 75
	Dance Room	N/C	\$ 75	\$ 100	\$ 125	\$ 75
	Conference Room A	N/C	\$ 45	\$ 60	\$ 75	\$ 45
	Conference Room B	N/C	\$ 45	\$ 60	\$ 75	\$ 45

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

**Chino Hills Community Center  
Rental Fees and Charges**

**IV. OTHER RENTALS**

<u>With Room Rental ONLY</u>	(per event)				
	Group A	Group B	Group C	Group D	Group S
Catering Kitchen	N/C	\$ 60	\$ 100	\$ 125	\$ 60
Small Kitchen	N/C	\$ 12	\$ 20	\$ 25	\$ 12

<u>Additional Equipment</u>	(per event)
Dance Floor (21' x 21')	\$ 200
Stage (12' x 16)	\$ 300
AV Equipment-Banquet Room (includes podium with microphone and built in AV controls, projectors, screens, and wireless microphone)	
Banquet Room 1/3	\$ 50
Banquet Room 2/3	\$ 100
Banquet Room (all)	\$ 150
Coffee Pot:	
25 cups	\$ 10
100 cups	\$ 40
280 cups	\$ 80

**MCCOY EQUESTRIAN RECREATION CENTER AND RESIDENCE**  
**Rental Fees and Charges**

**I. CLEANING DEPOSIT**

Package	Rooms	Fee
Ruby	Residence & Kitchen	\$ 100
Sapphire	Barn & Kitchen	\$ 250
Silver	Residence, Kitchen, & Lawn	\$ 250
Gold	Barn, Kitchen, & Lawn	\$ 250
Platinum	Barn, Barn Kitchen, Residence, Residence Kitchen, & Lawn	\$ 500
Real McCoy	Entire Center including Arenas	\$ 500
	Arena Packages	\$ 250

II. ALCOHOL USE DEPOSIT \$ 500

**III. USER FEES**

**A. Barn (includes patio & kitchen)**

Weekday Rates (Monday - Thursday 8:00 a.m. - 10:00 p.m.)						
Theatre Seating/ Dining Capacity	Size	Group A	Group B	Group C	Group D	Group S
220/186/242	72' x 37'	N/C	\$ 32	\$ 120	\$ 168	\$ 32
Weekend Rates (Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))						
Theatre Seating/ Dining Capacity	Size	Group A	Group B	Group C	Group D	Group S
220/186/242	72' x 37'	N/C	\$ 40	\$ 150	\$ 210	\$ 40

**B. Residence (includes Kitchen)**

Weekday Rates (Monday - Thursday 8:00 a.m. - 10:00 p.m.)						
Theatre Seating/ Dining Capacity	Rooms	Group A	Group B	Group C	Group D	Group S
75/56	Meeting Room & Dressing Rooms	N/C	\$ 16	\$ 60	\$ 84	\$ 16
Weekend Rates (Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))						
Theatre Seating/ Dining Capacity	Rooms	Group A	Group B	Group C	Group D	Group S
	Meeting Room & Dressing Rooms	N/C	\$ 20	\$ 75	\$ 105	\$ 20

**C. Lawn Area (only available with Barn or Residence Rental)**

Weekday Rates (Monday - Thursday 8:00 a.m. - 10:00 p.m.)					
Theatre Seating/ Dining Capacity	Group A	Group B	Group C	Group D	Group S
200/200	N/C	\$ 16	\$ 60	\$ 84	\$ 16
Weekend Rates (Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))					
Theatre Seating/ Dining Capacity	Group A	Group B	Group C	Group D	Group S
200/200	N/C	\$ 20	\$ 75	\$ 105	\$ 20

**MCCOY EQUESTRIAN RECREATION CENTER AND RESIDENCE**  
**Rental Fees and Charges**

D. Site Packages (cannot add additional facility location hours, unless specifically included in the package)

**Weekday Rates**  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Package	Packages for a 6 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (includes Kitchen)	N/C	\$ 90	\$ 340	\$ 480	\$ 90
Sapphire- (includes Kitchen)	N/C	\$ 160	\$ 610	\$ 860	\$ 160
Silver - Residence (including Kitchen) and Lawn	N/C	\$ 160	\$ 610	\$ 860	\$ 160
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 230	\$ 860	\$ 1,210	\$ 230
Platinum - Barn (including kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 310	\$ 1,150	\$ 1,610	\$ 310

**Weekend Rates**  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Package	Packages for a 6 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (including Kitchen)	N/C	\$ 110	\$ 430	\$ 600	\$ 110
Sapphire- Barn (including Kitchen)	N/C	\$ 200	\$ 770	\$ 1,070	\$ 200
Silver - Residence (including Kitchen) and Lawn	N/C	\$ 200	\$ 770	\$ 1,070	\$ 200
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 290	\$ 1,080	\$ 1,510	\$ 290
Platinum - Barn (including kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 380	\$ 1,440	\$ 2,020	\$ 380

Package	Packages for a 16 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (including Kitchen)	N/C	\$ 290	\$ 1,080	\$ 1,510	\$ 290
Sapphire- Barn (including Kitchen)	N/C	\$ 480	\$ 1,800	\$ 2,520	\$ 480
Silver Residence (including Kitchen) and Lawn	N/C	\$ 480	\$ 1,800	\$ 2,520	\$ 480
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 670	\$ 2,520	\$ 3,530	\$ 670
Platinum - Barn (including kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 900	\$ 3,360	\$ 4,700	\$ 900
Real McCoy - Entire Center including Arenas	N/C	\$ 1,300	\$ 3,760	\$ 5,100	\$ 1,300

E. Main and/or Warm- Up Arena  
1 Individual Use

Reservation Times
6:00 a.m. - Dusk *
Dusk - 10:00 p.m.

Hourly Group/Facility Use Fees				
Group A	Group B	Group C	Group D	Group S
N/C	N/C	N/C	N/C	N/C
N/C	\$5	\$5	\$7	\$5

2 Group Use

Reservation Times
6:00 a.m. - Dusk *
Dusk - 10:00 p.m.

Hourly Group/Facility Use Fees				
Group A	Group B	Group C	Group D	Group S
N/C	N/C	\$10	\$20	N/C
N/C	\$5	\$15	\$25	\$5

3 Show Use

Reservation Times	
All American	Full Day
Belmont	Full Day
Triple Crown	Full Day

Show Rate Per Day				
Group A	Group B	Group C	Group D	Group S
N/C	\$200	\$300	\$350	\$200
N/C	\$250	\$350	\$450	\$250
N/C	\$380	\$480	\$605	\$380

\* Dusk is considered 5:00 p.m. during Summer and 4:00 p.m. during Winter.

Various plans available include the following amenities and services: All American includes the main arena and warm up arena. Rental includes general trash pickup, and use of announcer's booth(s) and equipment. All American includes one arena preparation per arena. Belmont includes All American amenities and services plus jump, trail horses, and staging equipment, which includes barricades, A-frames, and orange cones. Triple Crown includes All American and Belmont amenities and services plus additional warm up arena, and one additional arena preparation per each arena.

Additional arena work beyond what is specified in each Plan shall be charged at a rate of \$40 per occurrence per arena.

IV. OTHER RENTALS

	(per event)				
	Group A	Group B	Group C	Group D	Group S
AV Equipment Rental (McCoy Barn includes projector screen, microphone, and speakers)	N/C	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Community Facilities  
Rental Fees and Charges

**Section VII. CITY ATHLETIC FACILITIES**

**GRAND AVENUE PARK ROLLER HOCKEY RINKS, BASKETBALL, AND SOCCER FIELDS**

**OPEN PLAY  
Individual Use**

Reservation Times	Individual Resident	Individual Non-Resident
Open Play	\$2 per session	\$3 per session

**GROUP RENTAL RATE**

**GRAND AVENUE PARK ROLLER HOCKEY RINKS AND SOCCER FIELDS  
CHINO HILLS COMMUNITY PARK BASEBALL AND SOCCER FIELDS**

	Hourly Group/Facility Use Fees			
Reservation Times	Group A	Group C	Group D	Group E
8:00 a.m. - Dusk	N/C	\$ 20	\$ 20	\$ 30
Dusk - 10:00 p.m.	N/C	\$ 20	\$ 20	\$ 30

**TOURNAMENT FIELD USE FEES**

	Group A	Group C	Group D	Group E
Security Deposit	No Fee	\$ 500	\$ 500	\$ 500
Non-Refundable Per Field/Day	No Fee	\$ 100	\$ 200	\$ 200

**ATHLETIC FIELD USE SERVICE FEES**

Baseball/Softball Field Use Services	Group A	Group C	Group D	Group E
Field watered, dragged, and/or lined	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Construction or removal of mound	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Portable outfield fencing (Installation included)	No Fee	\$100/field per use	\$150/field per use	\$200/field per use
Soccer Field Use Services				
Soccer field preparation (includes lining, corner flags & net)	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Portable soccer goals (installation included)	No Fee	\$25/day	\$100/day	\$150/day

Note: Miscellaneous non-sports related uses of athletic fields shall be negotiated based on specific use request.  
Note: Exact field dimensions to be provided by requesting organization's representatives.

**SECTION VIII. FIELD AND FACILITY LIGHT CHARGES**

Facility	Field/Rink	Per Hour Rate	Per Hour Staff Rate	Total Rate	No. Lamps per Field
Community Hills Community Park	1	\$3.00	\$1.50	\$4.50	22
Community Hills Community Park	2	\$3.00	\$1.50	\$4.50	22
Community Hills Community Park	3	\$6.00	\$1.50	\$7.50	50
Community Hills Community Park	4	\$7.00	\$1.50	\$8.50	57
Community Hills Community Park	5	\$6.00	\$1.50	\$7.50	42
Community Hills Community Park	6	\$7.00	\$1.50	\$8.50	53
Grand Avenue Park Soccer	North	\$4.50	\$1.50	\$6.00	36
Grand Avenue Park Soccer	South	\$4.50	\$1.50	\$6.00	36
Grand Avenue Park Roller Hockey Rink	1	\$1.50	\$1.50	\$3.00	12
Grand Avenue Park Roller Hockey Rink	2	\$1.50	\$1.50	\$3.00	23
McCoy Equestrian Center	Main Show Arena	\$2.00	\$1.50	\$3.50	16
McCoy Equestrian Center	Warm-up Arena	\$1.50	\$1.50	\$3.00	12

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Community Facilities  
Rental Fees and Charges

**SECTION IX. GAZEBO FACILITIES**

**ALTERRA, BUTTERFIELD, CROSSROADS, DANBURY,  
ENGLISH SPRINGS, FAIRFIELD AND GRAND AVENUE PARKS**

Residents

Chino Hills residents may reserve a gazebo at the above-mentioned parks for non-commercial purposes at no charge, for one three-hour segment of time in one seventy-two hour period. For any additional time reserved beyond three hours, a non-refundable charge of \$25.00 per hour will apply.

Non-Residents

Non-residents may reserve a gazebo for a three-hour segment of time at the above-mentioned parks for a non-refundable charge of \$25.00 per hour. Any additional time reserved beyond three hours, a non-refundable charge of \$25.00 per hour will apply.

Note: Table 2 Facility Rental is not subject to an annual CPI adjustment.

City of Chino Hills  
Master Schedule of Fees  
September 1, 2016

Res #11R-17

Line #1	Parking Violations	Adopted May 1, 2011	
		Penalty	Penalty
		& Late Fee	
PD1	<b>PARKING VIOLATIONS</b>		
PD2	Parking on divisional island	\$43	\$83
PD3	Blocking a walkway	\$43	\$83
PD4	Traffic hazards	\$58	\$113
PD5	Prohibited parking-red curb/sign	\$43	\$83
PD6	In construction area	\$43	\$83
PD7	Within 20' of crosswalks in commercial areas	\$43	\$83
PD8	Within 60' of traffic controlled intersection	\$43	\$83
		\$58	\$113
PD10	Parking in alley	\$58	\$113
PD11	Displaying vehicle for sale on public roadway	\$58	\$113
PD12	Repairing vehicle in roadway	\$58	\$113
PD13	Parking on grades 5% or more with unblocked tires	\$43	\$83
PD14	Parking - peddlers, vendors	\$58	\$113
PD15	Yellow curb parking	\$43	\$83
PD16	White curb parking	\$43	\$83
PD17	Commercial vehicle in residential area	\$158	\$258
PD18	Unlawful parking of trailer/semi	\$158	\$258
PD19	Parking on private property	\$58	\$113
PD20	Unlawful curb parking	\$43	\$83
PD21	Parking in handicap stall	\$308	\$408
PD22	Parking in fire lane	\$58	\$113
PD23	Parking within 15' of fire hydrant	\$58	\$113
PD24	Obstruction of fire access road	\$58	\$113
PD25	Obstruction of fire protection equipment	\$108	\$208
PD26	72 hr+ storage of vehicle on street	\$43	\$83
PD27	Parking in roadway-street sweeping hours	\$43	\$83
PD28	Parking of recreational vehicles on streets without a permit	\$43	\$83
PD29	Parking without permit	\$43	\$83
PD30	Parking prohibited hours of 2:00 a.m. to 6:00 a.m.	\$43	\$83
PD31	Parking in limited duration parking area	\$43	\$83
PD32	Parking at an expired parking meter	\$43	\$83
PD 33	Parking Meter Violation	\$43	\$83

Table 5

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Recreation Brochure - Advertising Rates  
(Adopted by City Council on 4/12/11)

<del>Dimensions: Full Color, No Bleed</del>	<del>One-Time</del>	<del>Annual</del>
<del>Full-Page Ad —7.25" w X 9.375" h</del>	<del>\$2,400.00</del>	<del>\$2,000.00</del>
<del>Horizontal 1/2 Page Ad —6.25" w X 4.625" h</del>	<del>\$1,350.00</del>	<del>\$1,200.00</del>
<del>Vertical 1/2 Page Ad —3" w X 9.375" h</del>	<del>\$1,350.00</del>	<del>\$1,200.00</del>
<del>Horizontal 1/4 Page Ad —6.25" w X 2.25" h</del>	<del>\$1,000.00</del>	<del>\$875.00</del>
<del>Vertical 1/4 Page Ad —3" w X 4.625" h</del>	<del>\$1,000.00</del>	<del>\$875.00</del>
<del>1/8 Page Ad —3" w X 2.25" h</del>	<del>\$700.00</del>	<del>\$650.00</del>
<del>1/16 Page Ad —3" w X 1.0625" h</del>	<del>\$250.00</del>	<del>\$250.00</del>

City of Chino Hills  
Master Schedule of Fees  
September 1, 2015

**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building,  
and Sleepy Hollow Community Building  
Rental Fees and Charges**

I. CLEANING DEPOSIT \$ 100

II. ALCOHOL USE DEPOSIT \$ 500  
City Hall and Library ONLY

III. USER FEES

Weekday Rates

(Monday - Thursday 8:00 a.m. - 10:00 p.m. and Friday 8:00 a.m. to 4:00 p.m.)

Theatre Seating/ Dining Capacity	Room(s)	Size	Hourly Group/Facility Use Fees				
			Group A	Group B	Group C	Group D	Group S
36	City Hall Community Room	27' x 27'	N/C	\$ 12	\$ 48	\$ 72	\$ 12
250	City Hall Outside Breeze Way		N/C	\$ 36	\$ 144	\$ 216	\$ 36
	City Hall Kitchen		N/C	\$ 25	\$ 25	\$ 25	\$ 25
	Library Community Room	33' x 34'	N/C	\$ 16	\$ 64	\$ 96	\$ 16
	Library Kitchen		N/C	\$ 25	\$ 25	\$ 25	\$ 25
	Library Lobby	33' x 34'	N/C	\$ 16	\$ 64	\$ 96	\$ 16
143/67	Grand Ave. Park Community Room	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24
143/67	Mystic Canyon Community Room	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24
143/67	Sleepy Hollow Community Building	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24

Weekend Rates

(Friday 4:00 p.m. - 10:00 p.m. and Saturday - Sunday 8:00 a.m. - 10:00 p.m.)

Theatre Seating/ Dining Capacity	Room(s)	Size	Hourly Group/Facility Use Fees				
			Group A	Group B	Group C	Group D	Group S
36	City Hall Community Room		N/C	\$ 15	\$ 60	\$ 90	\$ 15
60	City Hall Lobby Area		N/C	\$ 35	\$ 85	\$ 115	\$ 35
	Outside Breeze Way		N/C	\$ 45	\$ 180	\$ 270	\$ 45
	City Hall Kitchen		N/C	\$ 50	\$ 50	\$ 50	\$ 50
	City Hall Package <sup>1</sup>		N/C	\$ 1,514	\$ 2,690	\$ 4,661	\$ 1,514
	Library Community Room	33' x 34'	N/C	\$ 20	\$ 80	\$ 120	\$ 20
	Library Kitchen		N/C	\$ 50	\$ 50	\$ 50	\$ 50
	Library Lobby	33' x 34'	N/C	\$ 20	\$ 80	\$ 120	\$ 20
143/67	Grand Ave. Park Community Room	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30
143/67	Mystic Canyon Community Room	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30
143/67	Sleepy Hollow Community Building	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30

<sup>1</sup>Includes City Hall/Library Community Rooms, Kitchens, and Lobby's and Breeze Way

If additional City staff is required, an additional \$20 hour fee will be charged.

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2015

**Mobile Show Wagon  
Rental Fees and Charges**

<b>USER GROUP</b>	<b>FEE (6 hour rental)</b>	<b>additional hours</b>	<b>Mileage Fee (over 10 miles)</b>	<b>Deposit (overnight use only)</b>	<b>Cleaning Deposit</b>
Group A	N/A	N/A	N/A	N/A	N/A
Group B	\$ 750	\$ 100	\$ 100	\$500	\$100
Group C	\$ 1,150	\$ 100	\$ 100	\$500	\$100
Group D	\$ 1,550	\$ 100	\$ 100	\$500	\$100
Group S	\$ 750	\$ 100	\$ 100	\$500	\$100

Rental includes "black" stage skirting.

## RESOLUTION NO. 2016R- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, MODIFYING THE MASTER SCHEDULE OF FEES, AND SUPERSEDING RESOLUTION NO. 2015R-27, AND DETERMINING THAT THE ADOPTION OF THE FEES IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, the City Council may establish fees for services under various provisions of California law including, without limitation, Business and Professions Code § 16000; Government Code §§ 36936.1, 43000, 54344, 65104, 65456, 65874, 65909.5, 65943, 66013, 66014, 66451.2; and Health and Safety Code §§ 510, 17951, 17980.1, 19852; and

WHEREAS, the City Council may require users of certain City services to pay for such services; and

WHEREAS, the City proposes to adopt all user fees set forth in the Master Schedule of Fees," attached as Exhibit A to this Resolution and incorporated into this Resolution by this reference ("Master Schedule of Fees"), except for the following fees listed therein that remain unchanged: any fines and penalties, any state mandated fees or fees that are pass-through fees set by other public agencies, the housing-in-lieu fee, and the policy for fees for cell sites listed under City Manager heading, lines 1 and 2, Recreation programs listed under Community Services heading, line 5, and all Public Safety Services which were not modified in this update. Such fees proposed to be adopted are collectively referred to in this Resolution as the "User Fees"; and

WHEREAS, pursuant to Government Code §§ 66016 and 66018, notice was provided as follows: notice regarding the amending of fees was mailed to interested parties on May 31, 2016, and public notice was published on June 4, 2016, and June 11, 2016, in the Chino Hills Champion newspaper; and

WHEREAS, the proposed fee schedule and data indicating the amount of cost, or estimated cost, required to provide the service for which the proposed fees are levied and the revenue sources anticipated to provide the service, including General Fund revenues, was made available for public review in the City Clerk's office on June 3, 2016; and

WHEREAS, on June 14, 2016, the City Council heard public testimony and considered evidence in a public hearing held in accordance with Government Code §§ 66016 and 66018; and

WHEREAS, at the recommendation of the City's Departments and the City Manager, the City Council believes that it is in the public's interest to establish the recommended fees to recover the costs of public services; and

WHEREAS, the schedule of User Fees represents reimbursement for costs reasonably borne by the City in providing direct services to particular individuals or groups rather than to the general populace of the City of Chino Hills; and

WHEREAS, based upon the evidence submitted during the public hearings on April 8, 2014, July 14, 2015, and June 14, 2016, including, without limitation, reports from City staff, the studies prepared by BPR Concepts ("BPR"), including BPR's Executive Summary Report, BPR's final reports for each department (except Public Works and Information Technology division) entitled "Comprehensive User Fee Cost Analysis," BPR's final reports for "Fully Loaded Blended Hourly Rates" for both Information Technology Division and Public Works Department, the BPR 2014 Full Cost Allocation Plan and the City's FY 2013-14 Adopted Budget, the City Council finds that the proposed User Fees are based upon the estimated amount required to provide the service for the User Fees proposed to be adopted in this Resolution; and

WHEREAS, the City Council conducted a Public Hearing on April 8, 2014, for approval of the user fees cost recovery policy; and

WHEREAS, the City Council conducted a Public Hearing on July 14, 2015, for approval of the annual fee update formula and process; and

WHEREAS, pursuant to the authority provided by Chino Hills Municipal Code Section 15.04, which incorporates by reference California Building Code Chapter 1, Section 109.2, fees are permitted to be charged as adopted by a fee schedule established by the City Council; and

WHEREAS, the City Council conducted a public hearing on June 14, 2016, establishing new fees for Community Services – Cancellation Fee (per class, per participant), Building Permits: Window Change outs, Bathroom Remodel, Kitchen Remodel, Rear Yard Improvements Non-Structural and Cellular Transmission Facility, Electrical Permits for Photovoltaic Permit – Multi-Family, Commercial Roof mounted and Administrative fees for Temporary Use Permit for Temporary Construction Trailer, Development Services fees for Minor Permits – Reasonable Accommodations and establishing initial deposits for Building Services for: Geotechnical Report Review (single dwelling unit), Temporary Construction Trailer, Temporary Certificate of Occupancy Inline Building, and Temporary Certificate of Occupancy Stand-Alone Building; and

WHEREAS, the Master Schedule of Fees has been updated to reflect for the percentage increase in each relevant City department's costs from budget year 2015/16 to the next budget year 2016/17 and to more accurately reflect estimated costs of the services provided for each fee.

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

SECTION 1. The new fees for Community Services – Cancellation Fee (per class, per participant), Building Permits: Window Change outs, Bathroom Remodel, Kitchen Remodel, Rear Yard Improvements Non-Structural and Cellular Transmission Facility, Electrical Permits for Photovoltaic Permit – Multi-Family, Commercial Roof mounted and Administrative fees for Temporary Use Permit for Temporary Construction Trailer, Development Services fees for Minor Permits – Reasonable Accommodations and establishing initial deposits for Building Services for: Geotechnical Report Review (single dwelling unit), Temporary Construction Trailer, Temporary Certificate of Occupancy Inline Building, and Temporary Certificate of Occupancy Stand-Alone, all shown in the Master Fee Schedule of Fees, are hereby adopted.

SECTION 2. The Master Schedule of Fees is amended pursuant to the update formula process as set forth in Exhibit A attached to this Resolution.

SECTION 3. This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses including employee wage rates and benefits, purchasing supplies, equipment, and materials, meeting financial requirements, and obtaining funds for capital projects needed to maintain service within existing service areas. This Resolution, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, §15273.

SECTION 4. This Resolution will become effective on September 1, 2016, which is no earlier than sixty (60) days after adoption as required by Government Code §66017 for certain of the User Fees, and will remain in effect unless repealed or superseded.

PASSED, APPROVED, and ADOPTED this 14th day of June 2016.

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ART BENNETT, MAYOR

ATTEST:

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CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

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MARK D. HENSLEY, CITY ATTORNEY

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

**EXHIBIT A**

Ref No		User Fee Name	Proposed Price per Unit
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**CITY CLERK**

1		Passport Photographs	\$8.25/set of two
2		Passport Acceptance	Set by State Dept.
3		Passport Renewal	Set by State Dept.
4		Certified Copy	\$6.50
5		Appeals to City Council/Planning Commission - Major	\$158
6		Appeals to City Council/Planning Commission - Minor	\$79

**CITY MANAGER (CM)**

1	Cell Site	Base fee - easement	\$2,184.00
2	Cell Site	Base fee - on city owned property	\$3,848.00
3		Parking Permit / Decal	no fee
4		Yard Sale Permit	\$8.00
5	Fines for yard sales with no permit	1st fine	\$28.00
6	Fines for yard sales with no permit	2nd fine	\$57.00
7	Fines for yard sales with no permit	3rd fine	\$230.00
8	Minor Permits	Special Events - Still Photography Permit	\$192.00
9	Minor Permits	Special Events - Video Film Permit	\$961.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
<b>COMMUNITY SERVICES (CS)</b>			
1		Special Events Permit-City Facilities	\$75.00
2		Cancellation Fee (per class, per participant)	\$4.00
3	Facilities Rental	Gazebo rental-resident	\$0 for first 3 hour block; \$25/hour thereafter
4	Facilities Rental	Gazebo rental- non-resident	\$75/hour for 3 hour block; \$30/hour thereafter
5	Recreation Programs	As published in current Recreation Guide	Recreation Guide
6	Recreation Programs	Class Registration Administration fee	Recreation Guide
7	Facilities Rental	City Athletic Facilities	See Table 4
8	Facilities Rental	Community Center	See Table 2
9	Facilities Rental	McCoy Equestrian Recreation Center and Residence	See Table 3
10	Facilities Rental	Other Community Facilities	See Table 6
11	Rental	Show Wagon	See Table 7

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
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**BUILDING SERVICES**

1	Building Permits and Fees	New Construction and Remodel Permit Fees	See Table 1
2	Building Permits and Fees	Primary sign	\$519.00
3	Building Permits and Fees	Special inspector application/registration	\$52.00
4	Building Permits and Fees	Geology/soils	\$311.00
5	Building Permits and Fees	Demolition work where inspection is required	\$415.00
6	Building Permits and Fees	Pool/Spa Demolition	\$208.00
7	Building Permits and Fees	Occupancy Verification Inspection	\$208.00
8	Building Permits and Fees	Re-Inspection	\$104.00
9	Building Permits and Fees	Swimming Pools - Residential	\$1,038.00
10	Building Permits and Fees	Swimming Pools - Non-Residential	\$1,636.00
11	Building Permits and Fees	In-ground Spa	\$1,038.00
12	Building Permits and Fees	Patio covers, trellises, shade structures	\$415.00
13	Building Permits and Fees	Balcony	\$519.00
14	Building Permits and Fees	Private garages	\$934.00
15	Building Permits and Fees	Decks	\$727.00
16	Building Permits and Fees	Retaining Walls, per 100 linear feet or fraction thereof	\$934.00
17	Building Permits and Fees	Block Walls/ Fences, per 100 linear feet or fraction thereof	\$623.00
18	Building Permits and Fees	Re-Roof	\$311.00
19	Building Permits and Fees	Window Change Outs	\$311.00
20	Building Permits and Fees	Bathroom Remodel	\$415.00
21	Building Permits and Fees	Kitchen Remodel	\$415.00
22	Building Permits and Fees	Rear Yard Improvements Non-structural	\$208.00
23	Building Permits and Fees	Cellular Transmission Facility	\$831.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
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**BUILDING SERVICES (Continued)**

24	Electrical Permits	Carnivals & Circuses - Electrical generators and electrically driven rides, each	\$415.00
25	Electrical Permits	Carnivals & Circuses - Mechanically driven rides and walk-through attractions or displays having electrical lighting, each	\$415.00
26	Electrical Permits	Carnivals & Circuses - System of area and booth lighting, each	\$415.00
27	Electrical Permits	Power Pole/Meter Pedestal (temporary or permanent)	\$208.00
28	Electrical Permits	Receptacle outlets for construction site, decorative lights, Xmas tree sales lots, etc., each	\$415.00
29	Electrical Permits	Receptacle, switch & lighting outlets - up to 20	\$208.00
30	Electrical Permits	Receptacle, switch & lighting outlets - more than 20	\$415.00
31	Electrical Permits	Lighting Fixtures - up to 20 outlets	\$208.00
32	Electrical Permits	Lighting Fixtures - more than 20 outlets	\$415.00
33	Electrical Permits	For pole or platform-mounted lighting fixtures, each (10% for each additional unit)	\$311.00
34	Electrical Permits	Residential Appliances, each (10% for each additional unit)	\$208.00
35	Electrical Permits	Non-Residential Appliances	\$208.00
36	Electrical Permits	Power Apparatus	\$208.00
37	Electrical Permits	Busways - each 100 ft.	\$208.00
38	Electrical Permits	Secondary Signs, Outline Lighting and Marquees supplied from one branch circuit, each	\$623.00
39	Electrical Permits	Electrical Service / Main Panel	\$311.00
40	Electrical Permits	Electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth	\$208.00
41	Electrical Permits	Photovoltaic Permit - Single-Family Home - Roof mounted	\$500.00
42	Electrical Permits	Photovoltaic Permit - Multi-Family, Commercial Roof mounted	\$519.00
43	Electrical Permits	Photovoltaic Permit - Residential or Commercial - Ground mounted	\$623.00
44	Mechanical Permits	HVAC change out Furnace or Condensing Unit only	\$99.00
45	Mechanical Permits	HVAC change out Split-System	\$99.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
<b>BUILDING SERVICES (Continued)</b>			
46	Mechanical Permits	Installation or relocation of each floor/wall furnace, including vent (10% for each additional unit)	\$208.00
47	Mechanical Permits	Installation, relocation or replacement of each appliance vent (10% for each additional unit)	\$208.00
48	Mechanical Permits	Installation of air handling unit (10% for each additional unit)	\$208.00
49	Mechanical Permits	Each evaporative cooler other than portable type (10% for each additional unit)	\$208.00
50	Mechanical Permits	Each vent fan connected to a single duct (10% for each additional unit)	\$208.00
51	Mechanical Permits	Installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$415.00
52	Plumbing Permits	Installation / repair of on site water supply line	\$208.00
53	Plumbing Permits	Installation / repair of sewer line	\$311.00
54	Plumbing Permits	Rainwater system --- (inside building, includes primary and overflow)	\$208.00
55	Plumbing Permits	Each private sewage disposal system	\$727.00
56	Plumbing Permits	Each water heater	\$99.00
57	Plumbing Permits	Installation of grease interceptor	\$311.00
58	Plumbing Permits	Installation, alteration, or repair of water piping	\$311.00
59	Plumbing Permits	Installation, alteration, or repair of drainage piping	\$311.00
60	Plumbing Permits	Each lawn sprinkler system on any one meter, including backflow protection devices	\$311.00
61	Plumbing Permits	Each backflow protective device	\$311.00
62	Plumbing Permits	Installation/extension of gas piping system on/within a structure	\$208.00
63	Plumbing Permits	Extension of a gas line from an existing system to an outdoor use.	\$208.00
64	Grading Fees	Soil report review - not requiring professional review	\$519.00
65	Grading Fees	Grading Inspection Per Lot Compaction report review	\$208.00
66	Administrative Fees	Temporary Certificate of Occupancy	\$415.00
67	Administrative Fees	Certificate of Occupancy	\$156.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No	User Fee Name		Proposed Price per Unit	Initial Deposit TDA Per Unit
BUILDING SERVICES (Continued)				
68	Administrative Fees	Permit Re-Issuance	\$104.00	
69	Administrative Fees	Plan Check Re-Submittal	\$311.00	
70	Administrative Fees	Address Change	\$519.00	
71	Administrative Fees	Building Permit Authorization-Single Lot		\$2,180.00
72	Administrative Fees	Building Permit Authorization-Multi-Family / Residential Tract / Commercial		\$5,191.00
73	Administrative Fees	Geotechnical Report Review (single dwelling unit)		\$5,000.00
74	Administrative Fees	Temporary Use Permit for Temporary Construction Trailer	\$207.00	
75	Administrative Fees	Temporary Construction Trailer		\$200.00
76	Administrative Fees	Temporary Certificate of Occupancy Inline Building		\$1,000.00
77	Administrative Fees	Temporary Certificate of Occupancy Stand-Alone Building		\$5,000.00
78	State Mandate	Strong Motion Instrumentation	set by state law	
79	State Mandate	Access Compliance (% set by state law)	5% of building permit & plan check fees	
80	State Mandate	Energy Conservation compliance (% set by state law)	10% of building permit & plan check fees	
81	State Mandate	SB 1473 - Bldg. Standards Admin Special Revolving Fund	set by state law	
82	Other inspections	Inspections for which no fee is specifically indicated	Cost recovery /minimum 2 hours	
83	Administrative Fees	Started work without a permit	50% of the base permit fee	
84	Inspection Fee	Additional inspections @ 30 minutes each	\$104.00	
85	Inspection Fee	Grading Inspection Fee Per Lot	\$208.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No	User Fee Name		Proposed Price per Unit	
DEVELOPMENT SERVICES				Initial Deposit TDA Per Unit
1	Administrative Planning Fees	Zoning Verification Letter	\$727.00	
2	Home Occupation Permits	Home Occupation Permits	\$91.00	
3	Massage Clinic	Investigation fee for Massage Clinic Owner	\$311.00	
4	Development Permits	Appeal to Planning Commission/City Council	\$2,907.00	
5	Development Permits	Administrative Appeal to City Manager	\$760.00	
6	Development Permits	Conditional Use Permit - Development		\$9,240.00
7	Development Permits	Conditional Use Permit - Use		\$6,230.00
8	Development Permits	Development Code Amendment / Zoning Map Change		\$13,290.00
9	Development Permits	Design Review - Custom Home		\$4,568.00
10	Development Permits	Design Review - Tract		\$12,459.00
11	Development Permits	Entitlement Extension		\$6,230.00
12	Development Permits	General Plan Amendment		\$13,290.00
13	Development Permits	Land Use Determination Fee		\$6,230.00
14	Development Permits	Minor Variance	\$2,077.00	
15	Development Permits	Major Variance		\$6,230.00
16	Development Permits	Post Entitlement		\$6,230.00
17	Development Permits	Pre-application Review	\$4,984.00	
18	Development Permits	Pre-Entitlement		\$5,202.00
19	Development Permits	Reversion to Acreage		\$11,628.00
20	Development Permits	Review of Gate Guarded Neighborhood Plans		\$12,459.00
21	Development Permits	Site Development Permit		\$6,230.00
22	Development Permits	Site Plan Review		\$12,459.00
23	Development Permits	Specific Plan		\$20,765.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No	User Fee Name		Proposed Price per Unit	Initial Deposit TDA Per Unit
DEVELOPMENT SERVICES (Continued)				
24	Development Permits	Tentative Parcel Map		\$7,268.00
25	Development Permits	Tentative Tract Map		\$20,765.00
26	Minor Permits	Permanent Sign - Review and Approval	\$310.00	
27	Minor Permits	Banners and Flags	\$104.00	
28	Minor Permits	Special Events	\$623.00	
29	Minor Permits	Non-Profit Special Events	\$208.00	
30	Minor Permits	Temporary Use Permit	\$934.00	
31	Minor Permits	Reasonable Accomodations (if as a result of his/her disability, the applicant cannot afford to pay this fee, the applicant may provide a brief description of the financial circumstances that prevent the payment of such fees, and a written request for fee waiver.)	\$2,907.00	
32	Parks & Landscape Fees	Landscape Plan Check Review - Developer (staff time)		\$5,436.00
33	Parks & Landscape Fees	Landscape Plan Check Review - Single Family (includes cost of consultant)		\$3,446.00
34	Parks & Landscape Fees	Special Assessment District Formation		\$6,230.00
35	Adult-Oriented License	Adult Oriented Business Permit Application	\$311.00	
36	Minor-Oriented License	Owner Application Processing Fee	\$311.00	
37	Minor-Oriented License	Per Employee Application Processing Fee	\$311.00	
38	Tree Removal Permits	Applicant - no tree plan required	\$831.00	
39	Tree Removal Permits	Applicant - tree plan is required		\$1,630.00
40	AFFORDABLE HOUSING PROGRAM			
41	Housing In-Lieu fee	Single family residence - not to exceed \$3,500 per unit	\$1/sq..	
42	Housing In-Lieu fee	Multi-family residential - -not to exceed \$1,000 per unit	\$1/sq..	
43	Equestrian Overlay District Fees	Equestrian and Large Animal Keeping Permit (K)	\$0.00	
44	Equestrian Overlay District Fees	Equestrian and Large Animal Business Permit (B) Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014)	\$91.00	

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit	Initial Deposit TDA Per Unit
<b>DEVELOPMENT SERVICES (Continued)</b>				
45	Equestrian Overlay District Fees	Equestrian and Large Animal Business Permit (N) - New Operations		\$6,230.00
46	Equestrian Overlay District Fees	Grazing Permit (GP)	\$91.00	
47	Equestrian Overlay District Fees	Equestrian and Large Animal Use Permit (EUP) - Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014)	\$91.00	
48	Equestrian Overlay District Fees	Equestrian and Large Animal Use Permit (EUP) - New Operations		\$6,230.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No	User Fee Name		Proposed Price per Unit	Initial Deposit TDA Per Unit
ENGINEERING SERVICES				
1	Administration	Lot Line Adjustment	\$1,580.00	
2	Administration	Lot Merger	\$988.00	
3	Final Map Fees	Grant of Easement	\$988.00	
4	Final Map Fees	Certificates of Correction	\$988.00	
5	Bond Management	Certificate of Compliance	\$988.00	
6	Development Review	Encroachment Permit	\$98.00	
7	Traffic Permits	Oversize - Single Trip	\$16.00	
8	Traffic Permits	Oversize - Annual (5 truck maximum)	\$96.00	
9	Traffic Permits	Repetitive Haul - Issuance Fee	\$96.00	
10	Engineering Services	Amend Final Map		Cost Recovery/TDA
11	Engineering Services	Final Parcel Map		Cost Recovery/TDA
12	Engineering Services	Final Tract Map Review and related processing for recordation (Tract/Parcel Maps/ Minor Subdivision)		Cost Recovery/TDA
13	Engineering Services	Hydrology Review		Cost Recovery/TDA
14	Engineering Services	Public Works Inspection Services		Cost Recovery/TDA
15	Engineering Services	Rough grade plan check		Cost Recovery/TDA
16	Engineering Services	Rough grade permit		Cost Recovery/TDA
17	Engineering Services	Storm Water Pollution Prevention Plan Review		Cost Recovery/TDA
18	Engineering Services	Traffic Study Review		Cost Recovery/TDA
19	Engineering Services	Water Quality Management Program Review - Entitlement		Cost Recovery/TDA
20	Engineering Services	Water Quality Management Program Review - Post Entitlement		Cost Recovery/TDA
21	Engineering Services	Improvement Plan Review (streets, sewer, water, storm drain)		Cost Recovery/TDA
22	Engineering Services	Geotechnical Report Review		Cost Recovery/TDA

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
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**FINANCE DEPARTMENT**

1	Business License	Business License Annual Fee - New	\$83.00
2	Business License	Business License Annual Fee - Renewal	\$9.00
3	Business License	Business License Fee - Community Services Special Events	\$0.00
4	Business License	Sale of Documents - business license listing (all existing)	\$0.10 per page
5	Business License	Sale of Documents - business license listing (new businesses)	\$0.10 per page
6	Business License	Modification to License	\$14.00
7	Business License	Duplicate License (lost or destroyed)	\$10.00
8	State Mandate	SB 1186 - Disability Access Fee	\$1/license
9	A/R	Green River Sewer Billing	\$26.00
10	Bingo License	Fee for Bingo Licensee	\$50.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
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**PUBLIC SAFETY SERVICES**

1	Police services	Release of stored and/or impounded Vehicles	\$84.00
2	Police reports	Crime reports	\$13.00
3	Traffic reports	1-5 pages	\$16.00
4	Traffic reports	Each Additional	\$0.50
5	Police services	Cite Sign Offs (Non Residents)	\$16.00
6	Police services	Clearance Letters	\$16.00
7	Police services	Vehicle Release	\$84.00
8	Police services	Copy of Parking Citation (set by Vehicle code)	\$2.00
9	Police services	Copy of Traffic Citation (set by Vehicle code)	\$11.00
10	Police services	Repossession Fee (set by Vehicle code)	\$16.00
11	False Alarm Response	Third time	\$28.00
12	False Alarm Response	Fourth time	\$56.00
13	False Alarm Response	Fifth time	\$84.00
14	False Alarm Response	Sixth and subsequent times	\$110.00
15		Parking Violations	Table 5

**PUBLIC WORKS**

1	Water Misc. Fee	Fire Flow Testing	\$325.00
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City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
<b>MISCELLANEOUS SERVICE FEES</b>			
1	Document fees	Sale of documents - various	Cost recovery printer costs
2	Copies	1 sided 8.5x11"	\$0.10/page plus postage
3	Copies	1 sided 8.5x14"	\$0.30/page plus postage
4	Copies	1 sided 8.5x11" color	\$0.20/page plus postage
5	Document fees	Faxes	No charge
6	Document fees	Electronic copy of records	Cost recovery of device used: disc, flash-drive, etc.
7	NSF fee - 1st bad item	Financial Instrument Return Item Fee	\$25.00
8	NSF Fee - subsequent bad items	Financial Instrument Return Item Fee	\$35.00
9	Plotter - maps	Standard size 24" x 36"	\$7.25
10	Plotter - maps	Non-Standard size cost per square foot	\$1.25/sq. foot

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Ref No		User Fee Name	Proposed Price per Unit
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**BLENDED HOURLY RATES**

1	City Clerk		\$79.00
2	Code Enforcement		\$105.00
3	Recreation - full-time staff		\$97.00
4	Recreation - part-time staff		\$26.00
5	Community Development		\$207.00
6	Finance		\$77.00
7	Information Technology Services		\$122.00
8	Engineering Services		\$197.00
9	Public Works Services		\$113.00
10	Community Relations		\$112.00

Animal Care and Control Services Fees per current Resolution  
Development Impact Fees per Ordinance/Resolution

**Notes:**

Cost Recovery refers to "full cost recovery" and requires initial deposit

TDA refers to Trust Deposit Account

Cell site increases 4% per year set by current City Council policy on 3/27/2007

Per City Attorney, Proposition 26 restricts increase on Affordable Housing in-lieu fees

**City of Chino Hills**  
**Master Schedule of Fees**  
**Effective September 1, 2016**

Relate		
IBC	Building Use	Avg Square Ft
Class	(IBC Occupancy Type)	
A-1	Assembly—Fixed Seating Theater, Concert Hall	3,000
		9,000
		15,000
		20,000
		25,000
		30,000
A-2	Assembly—Food & Drink Restaurant, Night Club, Bar	650
		3,250
		6,500
		8,667
		10,833
		13,000
A-3	Assembly—Worship, Amusement Arcade, Church, Community Hall	1,500
		4,500
		7,500
		10,000
		12,500
		15,000
A-4	Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court	1,500
		4,500
		7,500
		10,000
		12,500
		15,000
A	A Occupancy Tenant Improvements	500
		2,500
		5,000
		6,667
		8,333
		10,000
B	Business	3,000
		7,750
		12,500
		16,667
		20,833
		25,000
B	B Occupancy Tenant Improvements	500
		2,500
		5,000
		6,667
		8,333
		10,000
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	800
		2,400
		4,000
		5,333
		6,667
		8,000
E	Educational—Day Care 5+ children, older than 2 1/2 yrs	600
		1,800
		3,000
		4,000
		5,000
		6,000
E	E Occupancy Tenant Improvements	400
		1,200
		2,000
		2,667
		3,333
		4,000

Price Per Unit					
30%		70%		100%	
PLAN REVIEW		INSPECTIONS		TOTAL	
Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
1,868.85	18.17	4,360.65	42.40	6,229.50	60.56
2,959.01	18.17	6,904.36	42.40	9,863.38	60.56
4,049.18	14.54	9,448.08	33.92	13,497.25	48.45
4,775.95	14.54	11,143.88	33.92	15,919.83	48.45
5,502.73	14.54	12,839.69	33.92	18,342.42	48.45
6,229.50	20.77	14,535.50	48.45	20,765.00	69.22
1,245.90	47.92	2,907.10	111.81	4,153.00	159.73
2,491.80	38.34	5,814.20	89.45	8,306.00	127.78
3,737.70	14.38	8,721.30	33.54	12,459.00	47.92
4,049.18	14.38	9,448.08	33.54	13,497.25	47.92
4,360.65	14.38	10,174.85	33.54	14,535.50	47.92
4,672.13	35.94	10,901.63	83.86	15,573.75	119.80
1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
2,491.80	20.77	5,814.20	48.45	8,306.00	69.22
3,114.75	20.77	7,267.75	48.45	10,382.50	69.22
3,633.88	20.77	8,479.04	48.45	12,112.92	69.22
4,153.00	20.77	9,690.33	48.45	13,843.33	69.22
4,672.13	31.15	10,901.63	72.68	15,573.75	103.83
1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
2,491.80	20.77	5,814.20	48.45	8,306.00	69.22
3,114.75	24.92	7,267.75	58.14	10,382.50	83.06
3,737.70	24.92	8,721.30	58.14	12,459.00	83.06
4,360.65	24.92	10,174.85	58.14	14,535.50	83.06
4,983.60	33.22	11,628.40	77.52	16,612.00	110.75
622.95	31.15	1,453.55	72.68	2,076.50	103.83
1,245.90	24.92	2,907.10	58.14	4,153.00	83.06
1,868.85	12.46	4,360.65	29.07	6,229.50	41.53
2,076.50	12.46	4,845.17	29.07	6,921.67	41.53
2,284.15	12.46	5,329.68	29.07	7,613.83	41.53
2,491.80	24.92	5,814.20	58.14	8,306.00	83.06
1,868.85	19.67	4,360.65	45.90	6,229.50	65.57
2,803.28	19.67	6,540.98	45.90	9,344.25	65.57
3,737.70	9.97	8,721.30	23.26	12,459.00	33.22
4,153.00	9.97	9,690.33	23.26	13,843.33	33.22
4,568.30	9.97	10,659.37	23.26	15,227.67	33.22
4,983.60	19.93	11,628.40	46.51	16,612.00	66.45
622.95	31.15	1,453.55	72.68	2,076.50	103.83
1,245.90	12.46	2,907.10	29.07	4,153.00	41.53
1,557.38	12.46	3,633.88	29.07	5,191.25	41.53
1,765.03	12.46	4,118.39	29.07	5,883.42	41.53
1,972.68	12.46	4,602.91	29.07	6,575.58	41.53
2,180.33	21.80	5,087.43	50.87	7,267.75	72.68
1,557.38	48.67	3,633.88	113.56	5,191.25	162.23
2,336.06	48.67	5,450.81	113.56	7,786.88	162.23
3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
3,426.23	23.36	7,994.53	54.51	11,420.75	77.87
3,737.70	23.36	8,721.30	54.51	12,459.00	77.87
4,049.18	50.61	9,448.08	118.10	13,497.25	168.72
1,557.38	64.89	3,633.88	151.41	5,191.25	216.30
2,336.06	64.89	5,450.81	151.41	7,786.88	216.30
3,114.75	20.77	7,267.75	48.45	10,382.50	69.22
3,322.40	20.77	7,752.27	48.45	11,074.67	69.22
3,530.05	20.77	8,236.78	48.45	11,766.83	69.22
3,737.70	62.30	8,721.30	145.36	12,459.00	207.65
622.95	38.93	1,453.55	90.85	2,076.50	129.78
934.43	38.93	2,180.33	90.85	3,114.75	129.78
1,245.90	15.57	2,907.10	36.34	4,153.00	51.91
1,349.73	15.57	3,149.36	36.34	4,499.08	51.91
1,453.55	15.57	3,391.62	36.34	4,845.17	51.91
1,557.38	38.93	3,633.88	90.85	5,191.25	129.78

**City of Chino Hills**  
**Master Schedule of Fees**  
**Effective September 1, 2016**

Relate		
IBC	Building Use	Avg
Class	(IBC Occupancy Type)	Square
		Ft
I-1	Institutional—17+ persons, ambulatory	800
		2,400
		4,000
		5,333
		6,667
		8,000
I-2	Institutional—6+ persons, non-	800
		2,400
		4,000
		5,333
		6,667
		8,000
I	I Occupancy Tenant Improvements	300
		1,500
		3,000
		4,000
		5,000
		6,000
M	Mercantile	800
		4,000
		8,000
		10,667
		13,333
		16,000
M	Mercantile—Motor fuel-dispensing	1,500
		2,700
		3,900
		5,100
		6,300
		7,500
M	M Occupancy Tenant Improvements	800
		4,000
		8,000
		10,667
		13,333
		16,000
R-1	Residential—Transient Boarding Houses, Hotels, Motels	4,000
		12,000
		20,000
		26,667
		33,333
		40,000
R-2	Residential—Permanent, 3+ Dwellings Apartment, Dormitory, Timeshare	2,000
		10,000
		20,000
		26,667
		33,333
		40,000
R-3	Dwellings	2,500
		5,000
		7,000
		10,000
		15,000
		25,000
R	R Occupancy -- Additions	50
		250
		500
		1,000
		2,500
		5,000

Price Per Unit					
30%		70%		100%	
PLAN REVIEW		INSPECTIONS		TOTAL	
Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
1,245.90	38.93	2,907.10	90.85	4,153.00	129.78
1,868.85	38.93	4,360.65	90.85	6,229.50	129.78
2,491.80	23.36	5,814.20	54.51	8,306.00	77.87
2,803.28	23.36	6,540.98	54.51	9,344.25	77.87
3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
3,426.23	42.83	7,994.53	99.93	11,420.75	142.76
1,557.38	48.67	3,633.88	113.56	5,191.25	162.23
2,336.06	48.67	5,450.81	113.56	7,786.88	162.23
3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
3,426.23	23.36	7,994.53	54.51	11,420.75	77.87
3,737.70	23.36	8,721.30	54.51	12,459.00	77.87
4,049.18	50.61	9,448.08	118.10	13,497.25	168.72
622.95	51.91	1,453.55	121.13	2,076.50	173.04
1,245.90	41.53	2,907.10	96.90	4,153.00	138.43
1,868.85	20.77	4,360.65	48.45	6,229.50	69.22
2,076.50	20.77	4,845.17	48.45	6,921.67	69.22
2,284.15	20.77	5,329.68	48.45	7,613.83	69.22
2,491.80	41.53	5,814.20	96.90	8,306.00	138.43
934.43	38.93	2,180.33	90.85	3,114.75	129.78
2,180.33	23.36	5,087.43	54.51	7,267.75	77.87
3,114.75	19.47	7,267.75	45.42	10,382.50	64.89
3,633.88	19.47	8,479.04	45.42	12,112.92	64.89
4,153.00	19.47	9,690.33	45.42	13,843.33	64.89
4,672.13	29.20	10,901.63	68.14	15,573.75	97.34
1,245.90	20.77	2,907.10	48.45	4,153.00	69.22
1,495.08	20.77	3,488.52	48.45	4,983.60	69.22
1,744.26	20.77	4,069.94	48.45	5,814.20	69.22
1,993.44	20.77	4,651.36	48.45	6,644.80	69.22
2,242.62	20.77	5,232.78	48.45	7,475.40	69.22
2,491.80	33.22	5,814.20	77.52	8,306.00	110.75
934.43	29.20	2,180.33	68.14	3,114.75	97.34
1,868.85	15.57	4,360.65	36.34	6,229.50	51.91
2,491.80	7.79	5,814.20	18.17	8,306.00	25.96
2,699.45	7.79	6,298.72	18.17	8,998.17	25.96
2,907.10	7.79	6,783.23	18.17	9,690.33	25.96
3,114.75	19.47	7,267.75	45.42	10,382.50	64.89
3,114.75	23.36	7,267.75	54.51	10,382.50	77.87
4,983.60	23.36	11,628.40	54.51	16,612.00	77.87
6,852.45	12.46	15,989.05	29.07	22,841.50	41.53
7,683.05	12.46	17,927.12	29.07	25,610.17	41.53
8,513.65	12.46	19,865.18	29.07	28,378.83	41.53
9,344.25	23.36	21,803.25	54.51	31,147.50	77.87
2,180.33	15.57	5,087.43	36.34	7,267.75	51.91
3,426.23	9.34	7,994.53	21.80	11,420.75	31.15
4,360.65	15.57	10,174.85	36.34	14,535.50	51.91
5,398.90	15.57	12,597.43	36.34	17,996.33	51.91
6,437.15	15.57	15,020.02	36.34	21,457.17	51.91
7,475.40	18.69	17,442.60	43.61	24,918.00	62.30
1,557.38	32.39	3,633.88	75.58	5,191.25	107.98
2,367.21	21.80	5,523.49	50.87	7,890.70	72.68
2,803.28	10.38	6,540.98	24.23	9,344.25	34.61
3,114.75	18.69	7,267.75	43.61	10,382.50	62.30
4,049.18	21.80	9,448.08	50.87	13,497.25	72.68
6,229.50	24.92	14,535.50	58.14	20,765.00	83.06
186.89	93.44	436.07	218.03	622.95	311.48
373.77	99.67	872.13	232.57	1,245.90	332.24
622.95	124.59	1,453.55	290.71	2,076.50	415.30
1,245.90	20.77	2,907.10	48.45	4,153.00	69.22
1,557.38	37.38	3,633.88	87.21	5,191.25	124.59
2,491.80	49.84	5,814.20	116.28	8,306.00	166.12

**City of Chino Hills**  
**Master Schedule of Fees**  
**Effective September 1, 2016**

Relate		
IBC	Building Use	Avg
Class	(IBC Occupancy Type)	Square
		Ft
S-1	Storage—Moderate Hazard	5,000
		15,000
		25,000
		33,333
		41,667
		50,000
S-1	Storage—Moderate Hazard, Repair	500
	Garage, Motor Vehicles (not High Hazard)	2,500
		5,000
		10,000
		25,000
		50,000
S-2	Storage—Low Hazard	5,000
		25,000
		50,000
		100,000
		250,000
		500,000
S-2	Storage—Low Hazard, Parking Garages	4,000
	Open or Enclosed	20,000
		40,000
		80,000
		200,000
		400,000
S	S Occupancy Tenant Improvements	800
		4,000
		8,000
		16,000
		40,000
		80,000
U	Accessory Structure	50
		250
		500
		1,000
		5,000
		10,000
		20,000
		50,000
		100,000

Price Per Unit					
30%		70%		100%	
PLAN REVIEW		INSPECTIONS		TOTAL	
Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
2,491.80	14.02	5,814.20	32.70	8,306.00	46.72
3,893.44	14.02	9,084.69	32.70	12,978.13	46.72
5,295.08	13.70	12,355.18	31.98	17,650.25	45.68
6,437.15	13.70	15,020.02	31.98	21,457.17	45.68
7,579.23	13.70	17,684.86	31.98	25,264.08	45.68
8,721.30	17.44	20,349.70	40.70	29,071.00	58.14
934.43	31.15	2,180.33	72.68	3,114.75	103.83
1,557.38	24.92	3,633.88	58.14	5,191.25	83.06
2,180.33	24.92	5,087.43	58.14	7,267.75	83.06
3,426.23	10.38	7,994.53	24.23	11,420.75	34.61
4,983.60	12.46	11,628.40	29.07	16,612.00	41.53
8,098.35	16.20	18,896.15	37.79	26,994.50	53.99
1,868.85	12.46	4,360.65	29.07	6,229.50	41.53
4,360.65	7.48	10,174.85	17.44	14,535.50	24.92
6,229.50	2.49	14,535.50	5.81	20,765.00	8.31
7,475.40	7.48	17,442.60	17.44	24,918.00	24.92
18,688.50	7.48	43,606.50	17.44	62,295.00	24.92
37,377.00	7.48	87,213.00	17.44	124,590.00	24.92
2,491.80	15.57	5,814.20	36.34	8,306.00	51.91
4,983.60	9.34	11,628.40	21.80	16,612.00	31.15
6,852.45	4.67	15,989.05	10.90	22,841.50	15.57
8,721.30	8.31	20,349.70	19.38	29,071.00	27.69
18,688.50	9.34	43,606.50	21.80	62,295.00	31.15
37,377.00	9.34	87,213.00	21.80	124,590.00	31.15
934.43	19.47	2,180.33	45.42	3,114.75	64.89
1,557.38	23.36	3,633.88	54.51	5,191.25	77.87
2,491.80	7.79	5,814.20	18.17	8,306.00	25.96
3,114.75	10.38	7,267.75	24.23	10,382.50	34.61
5,606.55	10.90	13,081.95	25.44	18,688.50	36.34
9,967.20	12.46	23,256.80	29.07	33,224.00	41.53
186.89	93.44	436.07	218.03	622.95	311.48
373.77	99.67	872.13	232.57	1,245.90	332.24
622.95	62.30	1,453.55	145.36	2,076.50	207.65
934.43	15.57	2,180.33	36.34	3,114.75	51.91
1,557.38	12.46	3,633.88	29.07	5,191.25	41.53
2,180.33	21.80	5,087.43	50.87	7,267.75	72.68
4,360.65	10.38	10,174.85	24.23	14,535.50	34.61
7,475.40	9.97	17,442.60	23.26	24,918.00	33.22
12,459.00	12.46	29,071.00	29.07	41,530.00	41.53

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

**Chino Hills Community Center  
Rental Fees and Charges**

**I. CLEANING DEPOSIT**

Package	Rooms	Fee
Platinum	Banquet Room with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 500
Gold	Banquet Room with Patio & Gazebo	\$ 500
Silver	Banquet Room (divided 2/3) with Patio & Gazebo	\$ 500
	Banquet Room (1/3)	\$ 250
	Game Room with sitting room & patio	\$ 250
	Exercise Room	\$ 100
	Dance Room	\$ 100
	Conference Room A	\$ 100
	Conference Room B	\$ 100
	S User Group (any room rental)	\$ 250

<b>II. <u>ALCOHOL USE DEPOSIT</u></b>	\$ 500
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**III. USER FEES**

Weekday Rates

(Monday - Thursday 8:00 a.m. - 10:00 p.m. and Friday 8:00 a.m. to 4:00 p.m.)

Rooms	Hourly Group/Facility Use Fees				
	Group A	Group B	Group C	Group D	Group S <sup>1</sup>
Banquet Room with Patio & Gazebo	N/C	\$ 85	\$ 176	\$ 220	\$ 85
Banquet Room (divided 2/3) with Patio & Gazebo	N/C	\$ 65	\$ 128	\$ 160	\$ 65
Banquet Room (1/3)	N/C	\$ 50	\$ 80	\$ 100	\$ 50
Game Room with sitting room & patio	N/C	\$ 58	\$ 64	\$ 80	\$ 58
Exercise Room	N/C	\$ 28	\$ 48	\$ 60	\$ 28
Dance Room	N/C	\$ 28	\$ 48	\$ 60	\$ 28
Conference Room A	N/C	\$ 20	\$ 32	\$ 40	\$ 20
Conference Room B	N/C	\$ 20	\$ 32	\$ 40	\$ 20

<sup>1</sup> Group S users receive priority reservation from 8:00 a.m. to 3:00 p.m. Monday through Friday at not charge. Rental of the Banquet Room during these hours includes the AV Equipment, Stage, and Dance Floor at no charge.

Weekend Rates

(Friday 4:00 p.m. - 12:00 a.m. (midnight) and Saturday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Package	Rooms	Packages are for a 6 hour rental				
		Group A	Group B	Group C	Group D	Group S
Platinum	Banquet Room with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	N/C	\$ 2,037	\$ 2,716	\$ 3,395	\$ 2,037
	Each additional hour	N/C	\$ 213	\$ 284	\$ 355	\$ 213
Gold	Banquet Room with Patio & Gazebo	N/C	\$ 1,440	\$ 1,920	\$ 2,400	\$ 1,440
	Each additional hour	N/C	\$ 150	\$ 200	\$ 250	\$ 150
Silver	Banquet Room (divided 2/3) with Patio & Gazebo	N/C	\$ 972	\$ 1,296	\$ 1,620	\$ 972
	Each additional hour	N/C	\$ 102	\$ 136	\$ 170	\$ 102
Rooms		Hourly Group/Facility Use Fees				
		Group A	Group B	Group C	Group D	Group S
	Game Room with sitting room & patio	N/C	\$ 96	\$ 128	\$ 160	\$ 96
	Exercise Room	N/C	\$ 75	\$ 100	\$ 125	\$ 75
	Dance Room	N/C	\$ 75	\$ 100	\$ 125	\$ 75
	Conference Room A	N/C	\$ 45	\$ 60	\$ 75	\$ 45
	Conference Room B	N/C	\$ 45	\$ 60	\$ 75	\$ 45

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

**Chino Hills Community Center  
Rental Fees and Charges**

**IV. OTHER RENTALS**

With Room Rental ONLY	(per event)				
	Group A	Group B	Group C	Group D	Group S
Catering Kitchen	N/C	\$ 60	\$ 100	\$ 125	\$ 60
Small Kitchen	N/C	\$ 12	\$ 20	\$ 25	\$ 12

Additional Equipment	(per event)
Dance Floor (21' x 21')	\$ 200
Stage (12' x 16)	\$ 300
AV Equipment-Banquet Room (includes podium with microphone and built in AV controls, projectors, screens, and wireless microphone)	
Banquet Room 1/3	\$ 50
Banquet Room 2/3	\$ 100
Banquet Room (all)	\$ 150
Coffee Pot:	
25 cups	\$ 10
100 cups	\$ 40
280 cups	\$ 80

**MCCOY EQUESTRIAN RECREATION CENTER AND RESIDENCE**  
**Rental Fees and Charges**

**I. CLEANING DEPOSIT**

Package	Rooms	Fee
Ruby	Residence & Kitchen	\$ 100
Sapphire	Barn & Kitchen	\$ 250
Silver	Residence, Kitchen, & Lawn	\$ 250
Gold	Barn, Kitchen, & Lawn	\$ 250
Platinum	Barn, Barn Kitchen, Residence, Residence Kitchen, & Lawn	\$ 500
Real McCoy	Entire Center including Arenas	\$ 500
	Arena Packages	\$ 250

**II. ALCOHOL USE DEPOSIT** \$ 500

**III. USER FEES**

**A. Barn (includes patio & kitchen)**

**Weekday Rates**  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Theatre Seating/ Dining Capacity	Size	Group A	Group B	Group C	Group D	Group S
220/186/242	72' x 37'	N/C	\$ 32	\$ 120	\$ 168	\$ 32

**Weekend Rates**  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Theatre Seating/ Dining Capacity	Size	Group A	Group B	Group C	Group D	Group S
220/186/242	72' x 37'	N/C	\$ 40	\$ 150	\$ 210	\$ 40

**B. Residence (includes Kitchen)**

**Weekday Rates**  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Theatre Seating/ Dining Capacity	Rooms	Group A	Group B	Group C	Group D	Group S
75/56	Meeting Room & Dressing Rooms	N/C	\$ 16	\$ 60	\$ 84	\$ 16

**Weekend Rates**  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Theatre Seating/ Dining Capacity	Rooms	Group A	Group B	Group C	Group D	Group S
	Meeting Room & Dressing Rooms	N/C	\$ 20	\$ 75	\$ 105	\$ 20

**C. Lawn Area (only available with Barn or Residence Rental)**

**Weekday Rates**  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Theatre Seating/ Dining Capacity	Group A	Group B	Group C	Group D	Group S
200/200	N/C	\$ 16	\$ 60	\$ 84	\$ 16

**Weekend Rates**  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Theatre Seating/ Dining Capacity	Group A	Group B	Group C	Group D	Group S
200/200	N/C	\$ 20	\$ 75	\$ 105	\$ 20

**MCCOY EQUESTRIAN RECREATION CENTER AND RESIDENCE**  
**Rental Fees and Charges**

**D. Site Packages (cannot add additional facility location hours, unless specifically included in the package)**

**Weekday Rates**  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Package	Packages for a 6 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (includes Kitchen)	N/C	\$ 90	\$ 340	\$ 480	\$ 90
Sapphire- (includes Kitchen)	N/C	\$ 160	\$ 610	\$ 860	\$ 160
Silver - Residence (including Kitchen) and Lawn	N/C	\$ 160	\$ 610	\$ 860	\$ 160
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 230	\$ 860	\$ 1,210	\$ 230
Platinum - Barn (including Kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 310	\$ 1,150	\$ 1,610	\$ 310

**Weekend Rates**  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. (midnight))

Package	Packages for a 6 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (including Kitchen)	N/C	\$ 110	\$ 430	\$ 600	\$ 110
Sapphire- Barn (including Kitchen)	N/C	\$ 200	\$ 770	\$ 1,070	\$ 200
Silver - Residence (including Kitchen) and Lawn	N/C	\$ 200	\$ 770	\$ 1,070	\$ 200
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 290	\$ 1,080	\$ 1,510	\$ 290
Platinum - Barn (including kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 380	\$ 1,440	\$ 2,020	\$ 380

Package	Packages for a 16 hour rental				
	Group A	Group B	Group C	Group D	Group S
Ruby - Residence (including Kitchen)	N/C	\$ 290	\$ 1,080	\$ 1,510	\$ 290
Sapphire- Barn (including Kitchen)	N/C	\$ 480	\$ 1,800	\$ 2,520	\$ 480
Silver Residence (including Kitchen) and Lawn	N/C	\$ 480	\$ 1,800	\$ 2,520	\$ 480
Gold - Barn (including Kitchen) and Lawn	N/C	\$ 670	\$ 2,520	\$ 3,530	\$ 670
Platinum - Barn (including kitchen), Residence (including Kitchen), and Lawn	N/C	\$ 900	\$ 3,360	\$ 4,700	\$ 900
Real McCoy - Entire Center including Arenas	N/C	\$ 1,300	\$ 3,760	\$ 5,100	\$ 1,300

**E. Main and/or Warm- Up Arena**  
1 Individual Use

Reservation Times  
6:00 a.m. - Dusk \*  
Dusk - 10:00 p.m.

Hourly Group/Facility Use Fees				
Group A	Group B	Group C	Group D	Group S
N/C	N/C	N/C	N/C	N/C
N/C	\$5	\$5	\$7	\$5

2 Group Use

Reservation Times  
6:00 a.m. - Dusk \*  
Dusk - 10:00 p.m.

Hourly Group/Facility Use Fees				
Group A	Group B	Group C	Group D	Group S
N/C	N/C	\$10	\$20	N/C
N/C	\$5	\$15	\$25	\$5

3 Show Use

Reservation Times  
All American Full Day  
Belmont Full Day  
Triple Crown Full Day

Show Rate Per Day				
Group A	Group B	Group C	Group D	Group S
N/C	\$200	\$300	\$350	\$200
N/C	\$250	\$350	\$450	\$250
N/C	\$380	\$480	\$605	\$380

\* Dusk is considered 5:00 p.m. during Summer and 4:00 p.m. during Winter.

Various plans available include the following amenities and services: All American includes the main arena and warm up arena. Rental includes general trash pickup, and use of announcer's booth(s) and equipment. All American includes one arena preparation per arena. Belmont includes All American amenities and services plus jump, trail horses, and staging equipment, which includes barricades, A-frames, and orange cones. Triple Crown includes All American and Belmont amenities and services plus additional warm up arena, and one additional arena preparation per each arena.

Additional arena work beyond what is specified in each Plan shall be charged at a rate of \$40 per occurrence per arena.

**IV. OTHER RENTALS**

	(per event)				
	Group A	Group B	Group C	Group D	Group S
AV Equipment Rental (McCoy Barn includes projector screen, microphone, and speakers)	N/C	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Community Facilities  
Rental Fees and Charges

Section VII. CITY ATHLETIC FACILITIES

GRAND AVENUE PARK ROLLER HOCKEY RINKS, BASKETBALL, AND SOCCER FIELDS

OPEN PLAY  
Individual Use

Reservation Times	Individual Resident	Individual Non-Resident
Open Play	\$2 per session	\$3 per session

GROUP RENTAL RATE

GRAND AVENUE PARK ROLLER HOCKEY RINKS AND SOCCER FIELDS  
CHINO HILLS COMMUNITY PARK BASEBALL AND SOCCER FIELDS

Reservation Times	Hourly Group/Facility Use Fees			
	Group A	Group C	Group D	Group E
8:00 a.m. - Dusk	N/C	\$ 20	\$ 20	\$ 30
Dusk - 10:00 p.m.	N/C	\$ 20	\$ 20	\$ 30

TOURNAMENT FIELD USE FEES

	Group A	Group C	Group D	Group E
Security Deposit	No Fee	\$ 500	\$ 500	\$ 500
Non-Refundable Per Field/Day	No Fee	\$ 100	\$ 200	\$ 200

ATHLETIC FIELD USE SERVICE FEES

Baseball/Softball Field Use Services	Group A	Group C	Group D	Group E
Field watered, dragged, and/or lined	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Construction or removal of mound	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Portable outfield fencing (Installation included)	No Fee	\$100/field per use	\$150/field per use	\$200/field per use
Soccer Field Use Services				
Soccer field preparation (includes lining, corner flags & net)	No Fee	\$15/hr.	\$20/hr.	\$30/hr.
Portable soccer goals (Installation included)	No Fee	\$25/day	\$100/day	\$150/day

Note: Miscellaneous non-sports related uses of athletic fields shall be negotiated based on specific use request.  
Note: Exact field dimensions to be provided by requesting organization's representatives.

SECTION VIII. FIELD AND FACILITY LIGHT CHARGES

Facility	Field/Rink	Per Hour Rate	Per Hour Staff Rate	Total Rate	No. Lamps per Field
Community Hills Community Park	1	\$3.00	\$1.50	\$4.50	22
Community Hills Community Park	2	\$3.00	\$1.50	\$4.50	22
Community Hills Community Park	3	\$6.00	\$1.50	\$7.50	50
Community Hills Community Park	4	\$7.00	\$1.50	\$8.50	57
Community Hills Community Park	5	\$6.00	\$1.50	\$7.50	42
Community Hills Community Park	6	\$7.00	\$1.50	\$8.50	53
Grand Avenue Park Soccer	North	\$4.50	\$1.50	\$6.00	36
Grand Avenue Park Soccer	South	\$4.50	\$1.50	\$6.00	36
Grand Avenue Park Roller Hockey Rink	1	\$1.50	\$1.50	\$3.00	12
Grand Avenue Park Roller Hockey Rink	2	\$1.50	\$1.50	\$3.00	23
McCoy Equestrian Center	Main Show Arena	\$2.00	\$1.50	\$3.50	16
McCoy Equestrian Center	Warm-up Arena	\$1.50	\$1.50	\$3.00	12

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2016

Community Facilities  
Rental Fees and Charges

**SECTION IX. GAZEBO FACILITIES**

**ALTERRA, BUTTERFIELD, CROSSROADS, DANBURY,  
ENGLISH SPRINGS, FAIRFIELD AND GRAND AVENUE PARKS**

Residents

Chino Hills residents may reserve a gazebo at the above-mentioned parks for non-commercial purposes at no charge, for one three-hour segment of time in one seventy-two hour period. For any additional time reserved beyond three hours, a non-refundable charge of \$25.00 per hour will apply.

Non-Residents

Non-residents may reserve a gazebo for a three-hour segment of time at the above-mentioned parks for a non-refundable charge of \$25.00 per hour. Any additional time reserved beyond three hours, a non-refundable charge of \$25.00 per hour will apply.

Note: Table 2 Facility Rental is not subject to an annual CPI adjustment.

City of Chino Hills  
Master Schedule of Fees  
September 1, 2016

Res #11R-17

Line #1	Parking Violations	Adopted May 1, 2011	
		Penalty	
		Penalty	& Late Fee
PD1	<b>PARKING VIOLATIONS</b>		
PD2	Parking on divisional island	\$43	\$83
PD3	Blocking a walkway	\$43	\$83
PD4	Traffic hazards	\$58	\$113
PD5	Prohibited parking-red curb/sign	\$43	\$83
PD6	In construction area	\$43	\$83
PD7	Within 20' of crosswalks in commercial areas	\$43	\$83
PD8	Within 60' of traffic controlled intersection	\$43	\$83
		\$58	\$113
PD10	Parking in alley	\$58	\$113
PD11	Displaying vehicle for sale on public roadway	\$58	\$113
PD12	Repairing vehicle in roadway	\$58	\$113
PD13	Parking on grades 5% or more with unblocked tires	\$43	\$83
PD14	Parking - peddlers, vendors	\$58	\$113
PD15	Yellow curb parking	\$43	\$83
PD16	White curb parking	\$43	\$83
PD17	Commercial vehicle in residential area	\$158	\$258
PD18	Unlawful parking of trailer/semi	\$158	\$258
PD19	Parking on private property	\$58	\$113
PD20	Unlawful curb parking	\$43	\$83
PD21	Parking in handicap stall	\$308	\$408
PD22	Parking in fire lane	\$58	\$113
PD23	Parking within 15' of fire hydrant	\$58	\$113
PD24	Obstruction of fire access road	\$58	\$113
PD25	Obstruction of fire protection equipment	\$108	\$208
PD26	72 hr+ storage of vehicle on street	\$43	\$83
PD27	Parking in roadway-street sweeping hours	\$43	\$83
PD28	Parking of recreational vehicles on streets without a permit	\$43	\$83
PD29	Parking without permit	\$43	\$83
PD30	Parking prohibited hours of 2:00 a.m. to 6:00 a.m.	\$43	\$83
PD31	Parking in limited duration parking area	\$43	\$83
PD32	Parking at an expired parking meter	\$43	\$83
PD 33	Parking Meter Violation	\$43	\$83

City of Chino Hills  
Master Schedule of Fees  
September 1, 2015

**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building,  
and Sleepy Hollow Community Building  
Rental Fees and Charges**

I. CLEANING DEPOSIT \$ 100

II. ALCOHOL USE DEPOSIT \$ 500  
City Hall and Library ONLY

III. USER FEES

Weekday Rates

(Monday - Thursday 8:00 a.m. - 10:00 p.m. and Friday 8:00 a.m. to 4:00 p.m.)

Theatre Seating/ Dining Capacity	Room(s)	Size	Hourly Group/Facility Use Fees				
			Group A	Group B	Group C	Group D	Group S
36	City Hall Community Room	27' x 27'	N/C	\$ 12	\$ 48	\$ 72	\$ 12
250	City Hall Outside Breeze Way		N/C	\$ 36	\$ 144	\$ 216	\$ 36
	City Hall Kitchen		N/C	\$ 25	\$ 25	\$ 25	\$ 25
	Library Community Room	33' x 34'	N/C	\$ 16	\$ 64	\$ 96	\$ 16
	Library Kitchen		N/C	\$ 25	\$ 25	\$ 25	\$ 25
	Library Lobby	33' x 34'	N/C	\$ 16	\$ 64	\$ 96	\$ 16
143/67	Grand Ave. Park Community Room	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24
143/67	Mystic Canyon Community Room	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24
143/67	Sleepy Hollow Community Building	40' x 25'	N/C	\$ 24	\$ 48	\$ 84	\$ 24

Weekend Rates

(Friday 4:00 p.m. - 10:00 p.m. and Saturday - Sunday 8:00 a.m. - 10:00 p.m.)

Theatre Seating/ Dining Capacity	Room(s)	Size	Hourly Group/Facility Use Fees				
			Group A	Group B	Group C	Group D	Group S
36	City Hall Community Room		N/C	\$ 15	\$ 60	\$ 90	\$ 15
60	City Hall Lobby Area		N/C	\$ 35	\$ 85	\$ 115	\$ 35
	Outside Breeze Way		N/C	\$ 45	\$ 180	\$ 270	\$ 45
	City Hall Kitchen		N/C	\$ 50	\$ 50	\$ 50	\$ 50
	City Hall Package <sup>1</sup>		N/C	\$ 1,514	\$ 2,690	\$ 4,661	\$ 1,514
	Library Community Room	33' x 34'	N/C	\$ 20	\$ 80	\$ 120	\$ 20
	Library Kitchen		N/C	\$ 50	\$ 50	\$ 50	\$ 50
	Library Lobby	33' x 34'	N/C	\$ 20	\$ 80	\$ 120	\$ 20
143/67	Grand Ave. Park Community Room	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30
143/67	Mystic Canyon Community Room	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30
143/67	Sleepy Hollow Community Building	40' x 25'	N/C	\$ 30	\$ 60	\$ 105	\$ 30

<sup>1</sup>Includes City Hall/Library Community Rooms, Kitchens, and Lobby's and Breeze Way

If additional City staff is required, an additional \$20 hour fee will be charged.

City of Chino Hills  
Master Schedule of Fees  
Effective September 1, 2015

**Mobile Show Wagon  
Rental Fees and Charges**

<b>USER GROUP</b>	<b>FEE (6 hour rental)</b>	<b>additional hours</b>	<b>Mileage Fee (over 10 miles)</b>	<b>Deposit (overnight use only)</b>	<b>Cleaning Deposit</b>
Group A	N/A	N/A	N/A	N/A	N/A
Group B	\$ 750	\$ 100	\$ 100	\$500	\$100
Group C	\$ 1,150	\$ 100	\$ 100	\$500	\$100
Group D	\$ 1,550	\$ 100	\$ 100	\$500	\$100
Group S	\$ 750	\$ 100	\$ 100	\$500	\$100

Rental includes "black" stage skirting.

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: C01A

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

June 3, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: GENERAL MUNICIPAL ELECTION - NOVEMBER 8, 2016

### RECOMMENDATION:

Adopt the following resolutions entitled:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 8, 2016.

### BACKGROUND/ANALYSIS:

Pursuant to Chino Hills Municipal Code Section 1.16.010, the City will hold its next General Municipal Election on Tuesday, November 8, 2016, to elect two Members of the City Council for full terms of four years each. The Elections Code of the State of California requires that certain resolutions be adopted by the City Council prior to the Municipal Election, the call for election, request for consolidation with the Board of Supervisors, and adoption of regulations relating to candidate's statements. The resolutions have been prepared in accordance with the State Elections Code as well as County regulations and requirements and are submitted for consideration.

The first resolution calls and gives notice of the Election to be held November 8, 2016, with polls to be open from 7:00 a.m. to 8:00 p.m.

The second resolution requests consolidation with the Statewide General Election and authorizes the County Registrar of Voters to canvass the returns of the General Municipal Election, and guarantees that the City will reimburse the County for costs incurred in the conduct of the General Municipal Election. The resolution also directs the City Clerk to give further notice of the Election in the time, form, and manner required by law.

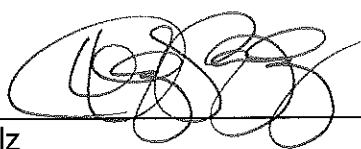
The third resolution adopts regulations pertaining to candidates' statements for the General Election. Candidates have the option of filing a candidate's statement, which may include name, age, and occupation of the candidate and a brief description of not more than 200 words of the candidate's education and qualifications. The Voting Rights Act requires the City to translate candidates' statements into Spanish. The County will translate the statements into Spanish, but only print the statements in English. The County will print a statement in English and Spanish on the sample ballot pamphlet, which states Spanish translation, is available, upon request. This resolution provides that a candidate opting to avail himself/herself of a candidate's statement shall bear the pro rata share of translating, printing, handling, and mailing. The estimated cost will be provided to each candidate at the time the nomination papers are issued. A candidate must deposit the estimated amount with the City Clerk at the time of filing his/her nomination petition, with any shortage being billed or any excess being refunded, after actual charges are determined by the County.

Also submitted for your information is a preliminary calendar of events for the November 8, 2016, General Municipal Election.

FISCAL IMPACT:

Based upon estimates for County services and City legal publication and miscellaneous expenses, \$40,000 has been recommended for approval in the Fiscal Year 2016-17 Budget.

Respectfully submitted,

  
\_\_\_\_\_  
Cheryl Balz  
City Clerk

Attachments

- Resolution Calling and Giving Notice of Election
- Resolution requesting consolidation with Statewide General Election
- Resolution Pertaining to Candidates Statements
- Calendar of Election Events

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016, for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Chino Hills, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years each.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Bernardino Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls shall be open at seven o'clock a.m. on the day of the Election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the Election shall be held and conducted as provided by law for holding Municipal Elections.

SECTION 6. That notice of the time and place of holding the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the Election, in time, form, and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of San Bernardino Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a) shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk is hereby directed to file a certified copy of this resolution with the Registrar of Voters of the County of San Bernardino.

SECTION 9. That the City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Chino Hills called a General Municipal Election is to be held on November 8, 2016, for the purpose of the election of two Members of the City Council for the full term of four years each; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of San Bernardino canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2016, for the purpose of the election of two Members of the City Council for the full term of four years each.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instruction to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Chino Hills recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of San Bernardino.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 8, 2016.

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for municipal election, including costs of the candidate's statement; and

WHEREAS, the General Municipal Election to be held on November 8, 2016 shall be consolidated with the Statewide Election to be conducted by the San Bernardino County Registrar of Voters; and

WHEREAS, the County Registrar of Voters has determined the format and specifics for a Candidate's Statement.

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

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Chino Hills, California, on November 8, 2016, may prepare a Candidate's Statement on an appropriate form provided by the City Clerk. The Statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself/herself. The Statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The Statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of San Bernardino. The County is required to translate candidates' statements into Spanish, in addition to English.

- B. The County will print and mail sample ballots and candidates statements to all voters in English and Spanish. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

### SECTION 3. PAYMENT.

#### A. Translations:

1. The candidate shall not be required to pay for the cost of translating the candidates' statement into any required foreign language as specified in Section (a) and/or (B) of Section 2 above pursuant to federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates' statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State Law, but is requested as an option by the candidate.

#### B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates' statement in English in the main voter pamphlet.
2. The candidate shall not be required to pay for the cost of printing the candidates' statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates' statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall not be required to pay for the cost of printing the candidates statement in a foreign language require by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate, based upon the estimate of the San Bernardino County Registrar of Voters, the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to the Elections Code, including costs incurred as a result of complying with the Voting Rights Act 1965 (as amended), and require each candidate filing a statement to pay, in advance to the City, his/her estimated pro rata share as a condition of having his/her statement included in the voters' pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements and registered voters in the City. Accordingly, the City Clerk is not bound by the estimate and will, on a pro rata basis, bill the candidate for additional actual expenses or refund any excess paid depending on the final actual cost. In the event of an underpayment, the City Clerk shall bill each candidate for any cost in excess of the deposit. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty days of the election.

SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professional-certified translators.
- B) The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous city elections.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. The City Clerk shall provide each candidate or candidate's representative with a copy of this resolution at the time nominating petitions are issued.

SECTION 7. All previous resolutions establishing City Council policy on payment for candidates' statements are hereby repealed.

SECTION 8. This resolution shall apply only to the General Municipal Election to be held on Tuesday, November 8, 2016, and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

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## CALENDAR OF ELECTION EVENTS

### CITY OF CHINO HILLS GENERAL MUNICIPAL ELECTION TUESDAY, NOVEMBER 8, 2016

June 14	City Council Adopts Resolutions
July 4 - July 18	City Clerk to Publish Notice of Election
July 18 - August 12	Filing Period for Nomination Papers and/or Withdraw
August 10 - November 8	Contributions in the aggregate amount of \$1,000 or more must be reported within 24 hours
August 17	Last Day to File Nomination Papers - Extension
August 18	Secretary of State to Determine Order of Names on Ballot
September 12 to October 25	Filing Period for Write-in Candidates
September 24	First day political signs may be erected
September 29	Last Day to file Campaign Expenditure Statements - (1st Pre-Election)
October 24	Last day for Registrar of Voters to mail Sample Ballots.
October 24	Last Day to Register to Vote
October 27	Last Day to File Campaign Expenditures Statements – (2nd Pre-Election)
November 1	Last Day for City Clerk to Publish Notice of Nominees
November 8	ELECTION DAY, polls open 7:00 a.m. to 8:00 p.m.
November 18	Last Day to Remove Political Signs
November 22 or December 13	City Council to Declare Election Results. City Clerk to issue Certificates of Election and administer Oath of Office
November 22 or December 13	Reorganize Council and Choose Mayor and Mayor Pro Tem
December 22 or January 13	Last day to file Statement of Economic Interest - (first-time elected only)
January 31, 2017	Last Day to File Campaign Expenditure Statements (final election statement)

## COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: June 14, 2016

Item No.: C01B

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

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: EXECUTION OF AMENDMENT NO. 29 TO THE COUNTY OF SAN BERNARDINO CONTRACT NO. 94-765 FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2016/2017

### RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 29 to the Law Enforcement Services contract with the County of San Bernardino as presented.

### BACKGROUND/ANALYSIS:

The current law enforcement services contract was entered into with the County of San Bernardino in 1994. It has been amended from time to time as needed by the City and the Sheriff's Department to reflect any changes in cost and service levels.

Amendment No. 29 amends Section XII of the contract by reclassifying the Motor Pool Service Assistant (MPSA) position to Sheriff's Service Specialist (SSS), adding two unmarked units, and continuing to provide law enforcement services to unincorporated areas of the West End of the County.

The MPSA position is restricted in terms of job duties and functions and is currently vacant. MPSA's are strictly assigned to motor pool duties and cannot work outside of that classification. The SSS is a much more flexible position in terms of job assignments. A SSS can work in a motor pool assistant capacity as well as be trained for field operations like criminal and traffic investigations, community crime prevention and neighborhood watch coordinator.

Unmarked units are used for undercover operations such as surveillance. They are also used for field saturation of city areas where there has been a noticeable increase in property crimes. The addition of two unmarked units will increase the Sheriff Department's ability to conduct undercover operations.

On December 8, 2015, the City Council authorized the City Manager to execute a contract amendment that would provide for a pilot program that added personnel to the Chino Hills Station for the specific purpose of providing an enhanced level of service to

AGENDA DATE: JUNE 14, 2016 PAGE TWO  
SUBJECT: AMENDMENT NO. 29 TO THE COUNTY OF SAN BERNARDINO  
CONTRACT NO. 94-765 FOR LAW ENFORCEMENT SERVICES  
FOR FISCAL YEAR 2016/2017

the unincorporated area of the County, referred to as the Mission Corridor. Law enforcement services in the Mission Corridor are provided through the City of Chino Hills station by one Sheriff Detective and six Deputy Sheriffs. The City provides Support Services (management, supervision, clerical support and appropriate backfill) through its law enforcement services contract. In consideration for providing Support Services, the County will provide a \$506,321 credit to the City for Fiscal Year 2016/2017.

The Law Enforcement Services Contract Amendment No. 29 detail is provided on the attached Schedule A. It provides for the regular staffing of the Chino Hills Station in addition to the proposed reclassification of the MPSA to SSS, addition of two unmarked units, and the continuation of the Mission Corridor services. All other terms and conditions of the contract remain the same. The projected cost for police services for Fiscal Year 2016/2017 is \$12,623,722. The \$506,321 credit for Support Services reduces the net contract cost to \$12,117,401.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

FISCAL IMPACT:

This item is included in the Fiscal Year 2016/2017 proposed budget.

CEQA REVIEW:

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

Respectfully submitted,



Konradt Bartlam  
City Manager

Attachment:

1. San Bernardino County FAS Contract Amendment No. 29
2. Schedule A 2016-17



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number	
<input checked="" type="checkbox"/> Change				SHC		94-765 A29	
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
County Department				Dept.	Orgn.	Contractor's License No.	
Sheriff/Coroner/Public Administrator				SHC	SHC		
County Department Contract Representative				Telephone		Total Contract Amount	
Samuel Fisk, Captain				(909)387-3637		\$12,117,401	
Contract Type							
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
		07/01/16		06/30/17		\$	\$12,117,401
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	SHC	SHC		9565	CHINOH	\$12,117,401	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
Contract Law Enforcement							
2016-17							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
City of Chino Hills hereinafter called CITY

Address  
14000 City Center Drive

Chino Hills, CA 91709-4869

Telephone ( ) - Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AMENDMENT NO. 29

Contract No. 94-765 to provide law enforcement service to the City of Chino Hills is hereby amended, effective July 1, 2016, as follows: (1) amend Section XII. by adding the delivery of law enforcement services on an ongoing basis to specific unincorporated areas of the West End of the County, which covers approximately four (4) square miles adjacent to the cities of Montclair, Ontario, Chino and Chino Hills, commonly referred to as the Mission Corridor, through the City of Chino Hills, and (2) update the level of services of 2016-17 by replacing Schedule A referred to in Paragraph IV, with the Schedule A attached hereto and incorporated herein by reference.

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## XII. Law Enforcement Service to the Mission Corridor

Effective July 1, 2016, the County agrees to assign a minimum of one (1) Sheriff Detective/Corporal and six (6) Deputy Sheriffs (referred to collectively as "County Personnel") to the Chino Hills Station to provide patrol and investigative services to the unincorporated area of the County commonly referred to as the Mission Corridor, which includes an estimated four (4) square-mile unincorporated area adjacent to the cities of Montclair, Ontario, Chino and Chino Hills. The Mission Corridor is identified as Reporting District Nos. FN007, FN008, FN009, FN025, and FN026 as detailed on Exhibit A, attached hereto and incorporated herein by reference. The City agrees to provide management, supervision, clerical support and appropriate backfill (referred to collectively as "Support Services") for County Personnel, utilizing staff paid for by the City through this law enforcement services contract. In consideration for providing Support Services, County will provide a credit to the City as detailed on the Schedule A. This credit provides full compensation to the City as it relates to the assignment of County Personnel to the Chino Hills Station.

The Sheriff-Coroner retains the right to determine law enforcement staffing levels in the unincorporated areas of the County. Any change to the staffing level is at the sole discretion of the Sheriff-Coroner

Except as amended, all other terms and conditions of this contract remain as stated therein.

COUNTY OF SAN BERNARDINO

►

James Ramos, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

City of Chino Hills

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated: \_\_\_\_\_

Address 14000 City Center Drive

Chino Hills, CA 91709-4869

Attest: -

Approved as to Legal Form

►

Michelle D. Blakemore, Chief Asst. County  
Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to BOS for Signature

►

Samuel Fisk, Captain

Date \_\_\_\_\_

# **SCHEDULE A** **Law Enforcement Services Contract** **City of Chino Hills** **2016-17**

Additions: 2 unmarked units

Replace 1-Motor Pool Services Assistant with 1-Sheriff's Service Specialist

<u>LEVEL OF SERVICE</u>	<u>FY 2016-17</u> <u>COST</u>
1 - Captain	\$ 326,144 <sup>1</sup>
1 - Lieutenant	250,126 <sup>1</sup>
8 - Sergeant	1,718,240 <sup>1</sup>
4 - Detective/Corporal	722,796 <sup>1</sup>
36 - Deputy Sheriff	5,912,676 <sup>1</sup>
2 - Deputy Sheriff - Motorcycle	340,068 <sup>1</sup>
6 - Sheriff's Service Specialist	441,510 <sup>1</sup>
1 - Secretary	68,782 <sup>1</sup>
8 - Office Specialist	548,592 <sup>1</sup>
14 - Marked Unit	186,830 <sup>2</sup>
2 - Marked Unit - Slick Top	26,542 <sup>2</sup>
12 - Unmarked Unit (2-effective 7/1/16)	85,620 <sup>2</sup>
1 - 4x4 Explorer (Captain)	8,801 <sup>2</sup>
5 - Pickup truck	32,260 <sup>2</sup>
1 - Ford Escape (COP)	5,697 <sup>2</sup>
2 - Motorcycle	14,018 <sup>2</sup>
1 - Tahoe- Grant Funded	636 <sup>3</sup>
2 - Citizen Patrol	2,756 <sup>3</sup>
Dispatch Services	564,804 <sup>1</sup>
67 - HTs (Amortized over 7-years)	32,294
67 - HTs (Access & Maint Only)	42,612
5 - Additional MDCs	5,255
50 - Taser Replacement (Amortized over 4-years)	16,400
Administrative Support	45,379
Office Automation	110,340
Services & Supplies	75,600
Vehicle Insurance	161,329
Personnel Liability & Bonding	288,554
Workers' Comp Experience Modification	65,608
County Administrative Cost	523,165
Startup Costs	288
<b>TOTAL COST:</b>	<b>\$ 12,623,722 <sup>1</sup></b>
Less Credit for Support Services to Mission Corridor	(506,321)
<b>NET CONTRACT COST 2016-17:</b>	<b>\$ 12,117,401</b>

## **Monthly Payment Schedule**

1 <sup>st</sup> payment due July 15, 2016:	\$1,009,788
2 <sup>nd</sup> through 12 <sup>th</sup> payments due the 5 <sup>th</sup> of each month:	\$1,009,783

<sup>1</sup> Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

<sup>2</sup> Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

<sup>3</sup> No replacement cost is included for grant funded or donated vehicles.

**SCHEDULE A**  
**Law Enforcement Services Contract**  
**City of Chino Hills**  
**2016-17**

**Detail of Credit for City's Support Services to Mission Corridor**

<u>LEVEL OF SERVICE</u>	<u>FY 2016-17 COST</u>
-0.1429 - Lieutenant	(35,732) <sup>1</sup>
-1.1429 - Sergeant	(245,463) <sup>1</sup>
-0.7143 - Sheriff's Service Specialist	(52,561) <sup>1</sup>
-1.1429 - Office Specialist	(78,370) <sup>1</sup>
-0.1429 - Motor Pool Services Assistant	(9,780) <sup>1</sup>
<b>PERSONNEL CREDIT:</b>	<b>\$ (421,906) <sup>1</sup></b>
 <u>Credit for City Deputy Overtime:</u>	
48hrs/pay period x 26 pay periods (1,248 x \$67.64/hour)	<u>(84,415)</u>
 <b>TOTAL CREDIT FOR SUPPORT SERVICES:</b>	 <b>\$ (506,321)</b>

# **SCHEDULE A** **Law Enforcement Services Contract** **City of Chino Hills** **2016-17**

**Additional Costs Billed Quarterly:**

The City will be billed on a quarterly basis for the following items:

- Increases to salaries and benefits resulting from Board of Supervisors-approved changes to Memorandums of Understanding with the County's various employee organizations.
- Actual overtime cost.
- Actual on-call cost (on call pay for safety employees for 2016-17 is \$185 per week).
- Actual cost of vehicle fuel, repair and maintenance, including the cost of collision repair.
- Professional services from private vendors and other services, supplies and personnel costs above the contract formula.

## **LEVEL OF SERVICE SUMMARY**

**SAFETY:**

Captain	-	1	
Lieutenant	-	1	
Sergeant	-	8	
Detective/Corporal	-	4	
Deputy Sheriff	-	36	
Deputy Sheriff - Motor	-	2	
		<u>52</u>	

**GENERAL:**

Sheriff's Service Specialist	-	6.00	
Secretary I	-	1.00	
Office Specialist	-	8.00	
Dispatchers	-	6.22	
		<u>21.22</u>	

**VEHICLES:**

Marked Patrol Units	-	16	
Unmarked Units Code 3	-	12	
SUV's & Pickup Trucks	-	8	
Motorcycles	-	2	
Citizen Patrol	-	2	
Donated Vehicles-Ins Only	-	2 *	
		<u>42</u>	

**DONATED VEHICLES:**

Utility Trailer	-	1 *	
Traffic Trailer	-	1 *	
		<u>2 *</u>	

\*included for insurance purposes only

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: C01C

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2016-17

### RECOMMENDATION:

1. Authorize issuance of a Blanket Purchase Order to Staples in an amount not-to-exceed \$44,000 for the purchase of office supplies.
2. Authorize issuance of a Blanket Purchase Order to Lowe's in an amount not-to-exceed \$46,000 for the purchase of various supplies and equipment.
3. Authorize issuance of a Blanket Purchase Order to Threadworks, Inc. in an amount not-to-exceed \$35,000 for the purchase of uniform shirts for designated City staff.
4. Authorize issuance of a Blanket Purchase Order to Data Ticket, Inc. in an amount not-to-exceed \$35,000 for services related to City citations.
5. Authorize issuance of a Blanket Purchase Order to Champion Publications, Inc. in an amount not-to-exceed \$50,000 for publications in the Champion Newspaper.
6. Authorize issuance of a Blanket Purchase Order with HD Supply in the amount of \$900,000 for the purchase of water meters and water meter supplies.
7. Authorize issuance of a Blanket Purchase Order with Holliday Rock in the amount of \$35,000 for the purchase of backfill materials and asphalt materials.
8. Authorize issuance of a Blanket Purchase Order with Vulcan Materials in the amount of \$35,000 for the purchase of asphalt materials.
9. Authorize issuance of a Blanket Purchase Order with Western Waterworks in the amount of \$65,000 for the purchase of various water maintenance supplies.

10. Authorize issuance of a Blanket Purchase Order with C. Wells in the amount of \$50,000 for the purchase of various water maintenance supplies.
11. Authorize issuance of a Blanket Purchase Order with Grainger Industrial Supply in the amount of \$50,000 for the procurement of various maintenance supplies.
12. Authorize issuance of a Blanket Purchase Order with Waxie in the amount of \$50,000 for the procurement of custodial supplies.

BACKGROUND/ANALYSIS:

The City of Chino Hills has several vendors that are used by City staff to purchase various supplies, materials, and equipment as may be needed throughout the year. The purpose of issuing Blanket Purchase Orders is to ensure efficient control of purchases of supplies which are required on a recurring basis and are uneconomical to store, to facilitate the acquisition of small dollar (\$5,000 or less per item) supplies needed by various departments in their day-to-day operation, and to reduce the number of small dollar purchase orders. All Blanket Purchase Orders are in compliance with the City's Procurement Policy and Procedures Manual, Section I, General Purchasing Policy and Procedure, Section VII, Procurement Process (B)(1)(c)(1).

The Blanket Purchase Orders in the amounts requested exceed the \$25,000 threshold for signature authority of the City Manager as identified in the City's General Purchasing Policy and Procedure.

Staff has reviewed each request and has determined that the amount of each request is appropriate and is included as part of the budget for Fiscal Year 2016-17.

REVIEW BY OTHERS:

This agenda item has been reviewed by the Public Works Director.

FISCAL IMPACT:

The purchase order amounts requested are within the budgeted amounts in the Fiscal Year 2016-17 budget.

ENVIRONMENTAL REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment as it solely provides authorization to purchase supplies and is, therefore, statutorily exempt from further CEQA review under California Codes of Regulations Title 14, § 15273.

Respectfully submitted:

Recommended by:

  
\_\_\_\_\_  
Konradt Bartlam, City Manager

  
\_\_\_\_\_  
Judy R. Lancaster, Finance Director

KB:JRL:CA:mh:dk

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: C01D

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH JONES LANG LA  
SALLE BROKERAGE, INC. (JLL) FOR COMMERCIAL BROKER  
SERVICES

### RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with JLL in an amount not-to-exceed \$60,000, for commercial broker services.

### BACKGROUND/ANALYSIS:

On April 22, 2014, the City entered into an agreement with CBRE for commercial broker services in an amount not-to-exceed \$60,000. Since that time, CBRE has assisted the Community Development Department with a number of economic development items such as a Gap Analysis, a report which indicated the goods and services purchased by City residents outside of the City; a Community Information Meeting that provided residents with an overview on how the City attracts commercial businesses and the factors that businesses consider when evaluating where to open business. The majority of CBRE efforts are related to on-going assistance monitoring the status of existing businesses, and reaching out to bring desired tenants to Chino Hills commercial centers.

The economic development team assigned to Chino Hills has recently moved to JLL, a commercial real estate firm with nearby offices in Ontario. The team's expertise, experience, extensive resources and knowledge of the local market has proven to be an invaluable resource for staff. As a result staff is requesting a new agreement to continue to use the economic development team and to contract with JLL for their commercial broker services.

The terms of the commercial broker services would remain the same as the previous CBRE agreement, with JLL assisting with the following items:

- Update the Gap Analysis and other research to outline a citywide strategy for Major Commercial Centers.
- Coordinate targeted retailer and broker solicitations and retention efforts and report findings monthly to the Community Development Department.
- Assist the City in preparing marketing materials for ICSC and other industry events as well as represent, including arranging meetings for the City at these events.
- Initiate and attend meetings with prospective retailers and their agents or property developers, as directed or invited by the City.

ENVIRONMENTAL REVIEW:

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

REVIEW BY OTHERS:

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

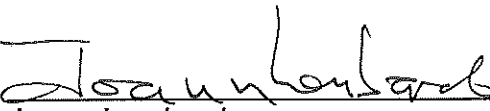
FISCAL IMPACT:

There is no fiscal impact associated with this agreement. This item is currently included in the Fiscal Year 2016/2017 budget.

Respectfully submitted,

  
Konradt Bartlam, City Manager

Recommended by:

  
Joann Lombardo  
Community Development Director

KB:JL:YM:KP

Attachment: Professional Services Agreement

**AGREEMENT NO. A2016-  
FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CHINO HILLS AND  
JONES LANG LASALLE BROKERAGE, INC.**

**THIS AGREEMENT**, made and entered into this 14th day of June, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and JONES LANG LASALLE BROKERAGE, INC., a Texas corporation, 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. Total compensation shall not exceed \$ \$60,000.00. 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, 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" unless 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 third party 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.

(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 canceled by the insurer except after 30 days' prior email notice has been given to the City, once City provides an email address for the delivery of said notice.

(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.

(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: Charlie P. Smith  
Jones Lang LaSalle Brokerage, Inc.  
3281 E. Guasti Road, Suite 850  
Ontario, California 91761

With a copy to:

Attention: General Counsel  
Jones Lang LaSalle Brokerage, Inc.  
200 East Randolph Street  
Chicago, Illinois 60601

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.

**CITY OF CHINO HILLS**

**JONES LANG LASALLE BROKERAGE,  
INC.**

\_\_\_\_\_  
**Art Bennett  
Mayor**

  
\_\_\_\_\_  
**Charlie P. Smith**

\_\_\_\_\_  
**Chief Operating Officer  
(Title)**

**ATTEST:**

\_\_\_\_\_  
**Cheryl Balz  
City Clerk**

\_\_\_\_\_  
**(Signature)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**Mark D. Hensley  
City Attorney**

Joann Lombardo

May 10, 2016

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## **EXHIBIT A**

### **GOALS**

#### **Goal 1:**

##### **Determine Retailer and Restaurant Voids**

Update the Gap Analysis and other research to determine sales tax leakage and which retailers and restaurants should be within the City.

#### **Goal 2:**

##### **Increase Occupancy Through-out the City**

Target void categories as determined from the Gap Analysis and other research as well as retail and restaurants requested by the community.

#### **Goal 3:**

##### **City Wide Strategy for Major Commercial Centers**

Assist staff to outline a strategy that will help us identify appropriate tenants for our major commercial centers. This strategy would consider our changing demographics, the changing nature of retail, and how our major centers can complement rather than compete against each other to best meet future market demands. Major commercial centers to be considered in this strategy include, at a minimum, Gordon Ranch, Crossroads Marketplace, Crossroads Entertainment, Big Lots Center & The Shoppes.

Joann Lombardo

May 10, 2016

Page 3

**Goal 4 :**

**Big Lots Center**

Assist the City in finalizing the purchased/lease required to commence the remodel of the Big Lots Center.

**Goal 5:**

**Crossroads Entertainment Center**

Assist the City and property owners at 71 Fwy & Chino Ave. to secure the highest recommended restaurant users for the City, either owners/occupiers or tenants.

**Goal 6:**

**Crossroads Marketplace**

Assist the City and property owner to implement a mutually agreed strategy for the shopping center.

**Goal 7:**

**Tenant Retention**

Assist the City and property owners with retaining tenants within major shopping centers throughout the City.

Joann Lombardo

May 10, 2016

Page 4

## **TASKS**

### **Task 1**

Update the Gap Analysis and other research to determine sales tax leakage and which retailers and restaurants should be within the City. Review analysis with City and outline a Strategic Plan for Broker/City retail/restaurant attraction and retention efforts. Although the Strategic Plan may focus on certain centers within the City, the primary objective will be to develop the best overall solution for the City's retail vitality and sales tax base.

### **Task 2**

Coordinate targeted retailer and broker solicitations and retention efforts and report finding monthly to the Community Development Department.

### **Task 3**

Assist the City in preparing marketing materials for ICSC and other industry events as well as represent, including arranging meetings for the City at these events. In addition, the City will have the ability to host any meetings they want at the CBRE booth at ICSE and other industry events.

Joann Lombardo  
May 10, 2016  
Page 5



Instigate and attend meetings with prospective retailers and their agents or property developers, as directed or invited by the City.

JLL will keep the City informed of any contractual relations between JLL and commercial owners, managers and tenants with interests within the City of Chino Hills.

The Project Manager and the City's primary points of contact will be Scott Kaplan and Erik Westedt.

Joann Lombardo  
May 10, 2016  
Page 6

### **EXHIBIT B Compensation**

This Scope of Services is based on-an anticipated JLL effort on average of 40 hours per month for a monthly fee of \$5,000, not to exceed \$60,000 annually.

This document shall serve as the Scope of Services for the City of Chino Hills Professional Services Agreement between the City of Chino Hills and JLL.

**RIDER TO AGREEMENT NO. A2016- FOR PROFESSIONAL SERVICES**  
**BETWEEN THE CITY OF CHINO HILLS AND**  
**JONES LANG LASALLE BROKERAGE, INC.**

This Rider supplements the terms of Agreement No. A2016 for Professional Services (the "Agreement") to which it is attached and in the event of any conflict between the provisions set forth in this Rider and the Agreement, the terms and provisions of this Rider shall control. Capitalized terms used in this Rider that are not otherwise defined in this Rider shall have the meanings given to them in the Agreement.

**ARTICLE 26. STATE-SPECIFIC PROVISIONS (CALIFORNIA)**

26.1 License Number(s). The license number(s) of each of the members of the Project Team are set forth in the table below:

<b>Project Team Member</b>	<b>License Number</b>
Erik Westedt	01372758
Scott Kaplan	01255278
Jones Lang LaSalle Brokerage, Inc.	01856260

26.2 Real Estate Agency Relationship Disclosure. Owner acknowledges that it has received the "Disclosure Regarding Real Estate Agency Relationship" attached hereto as EXHIBIT I.

## **EXHIBIT I**

### **DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (as required by the California Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

#### **SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### **BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### **AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- b. Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

#### **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE PRINTED ON THE FOLLOWING PAGE.**

**We acknowledge that Agent represents us as (check one):**

☐ Tenant/Buyer    ☐ Landlord/Seller    \_\_\_\_\_ Date \_\_\_\_\_

Agent: Jones Lang LaSalle Brokerage, Inc.

**CA Civil Code Sections 2079.13 through 2079.24 (2079.16 appears on the previous page)**

**2079.13.** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14.** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.17.** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>(DO NOT COMPLETE, SAMPLE ONLY)</p> <p>_____ is the agent of (check one):</p> <p>exclusively</p> <p>(Name of Listing Agent)</p> <p>landlord/seller</p>	<p><input type="checkbox"/> the landlord/seller</p> <p><input type="checkbox"/> both the tenant/buyer and</p>
<p>(DO NOT COMPLETE, SAMPLE ONLY)</p> <p>_____ is the agent of (check one):</p> <p>(Name of Selling Agent if not the same as Listing Agent)</p> <p>exclusively</p> <p>the landlord/seller</p>	<p><input type="checkbox"/> the tenant/buyer exclusively</p> <p><input type="checkbox"/> the landlord/seller</p> <p><input type="checkbox"/> both the tenant/buyer and</p>

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18.** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19.** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20.** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

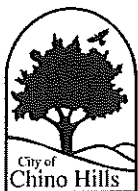
2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: C01E

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

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

### RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with Michael Baker International, Inc., in an annual amount not-to-exceed \$200,000, for planning services.

### BACKGROUND/ANALYSIS:

In January 2014, the City entered into an agreement with Pacific Municipal Consultants (PMC) to provide a senior level planning consultant that would work as a member of the City's Development Services Division and assist with the increased development activity in the City. Since then the consultant has been involved with various planning related tasks and projects, and has been an asset to the Community Development Department and the City. The original contract with PMC for the senior planner position, which was for \$100,000, has been extended a number of times to a total contract value of \$437,000. An extension of the on-call services is now required to continue the senior planner services .

PMC has recently been acquired by Michael Baker International, Inc., and consequently a new agreement is required to continue to use the contract senior planner. The consultant will continue to provide the same service outlined in the PMC scope of services assisting with both City funded tasks and private development projects. The terms of the contract senior planner would remain the same as the previous PMC agreement, with the senior planner assisting with the following services:

- Provide assistance to the public at the front counter or via telephone or email.
- Review and process development applications (including any General Plan amendments, rezones, subdivisions, use permits, variances, and other development-related proposals).
- Prepare environmental documentation per the California Environmental Quality Act.

AGENDA DATE: JUNE 14, 2016 PAGE 2  
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL  
BAKER INTERNATIONAL, INC. FOR PLANNING SERVICES

- Attend staff meetings as directed by the Community Development Director (CDD).
- Make presentations to the Planning Commission and City Council as directed by the CDD.
- Conduct other planning duties as directed by the CDD.

It is expected that the planning services agreement will remain in place until contract services are no longer required to meet current and projected Development Services Division staffing needs.

ENVIRONMENTAL REVIEW:

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

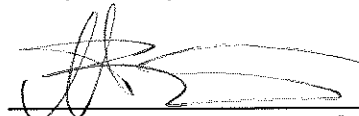
REVIEW BY OTHERS:

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

FISCAL IMPACT:

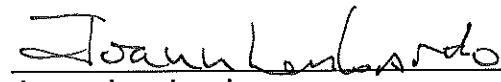
There is no negative fiscal impact to the General Fund. The proposed agreement of \$200,000 will equally be divided between City tasks and private development projects. City tasks will be funded through salary savings from the vacant Planning Manager position and consultant costs associated with private development projects will be reimbursed through Trust Deposit Accounts (TDAs). This item is currently included in the Fiscal Year 2016/2017 budget.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Joann Lombardo  
Community Development Director

KB:JL:YM:KP

Attachment: Professional Services Agreement

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

**THIS AGREEMENT**, made and entered into this 14th day of June, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and MICHAEL BAKER INTERNATIONAL, INC., hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as reasonably required by the City and re-do, at its own cost, any work which the City requires revision due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on 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. Except as required by applicable law, Consultant shall not disseminate any information or reports gathered or

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

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

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

*na*

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

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

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

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

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information as may be reasonably required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible upon reasonable notice by City. Consultant shall provide free access to the representatives of City or its designees at reasonable

*pw*

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, 2017, unless otherwise extended in advance and in writing by the City Manager with mutual approval of Consultant. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to and including the date of termination.

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

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

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public

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

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

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

(b) Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no officer, employee, agent or subcontractor having such interest shall perform services under this Agreement. With respect to this Agreement, Consultant understands that Consultant is processing development applications for the following developers and property owners on behalf of the City: Trumark Homes, Inc., Newcastle

*AW*

Partners and Indus Investment Group ("Applicants"). Consultant represents and warrants that Consultant does not provide services to any of these Applicants, and has not received any income or compensation of any kind from any of the Applicants in the previous twelve months. Further, if Consultant is proposed to work on any additional applications involving any other developers or property owners within the City of Chino Hills during the course of this Agreement, City shall provide a list of all such developers or property owners to Consultant prior to Consultant commencing services on such applications. Consultant shall determine whether Consultant provides services or has performed services for these developers or property owners in the previous 12 months and shall not provide services to the City involving applications from any such entities. Consultant understands that the City relies on Consultants' representations made pursuant to this subsection (b) of Section 12 in order to ensure compliance with the Political Reform Act, Government Code Section 87100, et seq., Government Code Section 1090 and other conflict of interest laws.

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

14. INDEMNIFICATION.

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

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

(c) City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to

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

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

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as provided in this subsection (d) of Section 14, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel reasonably acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified.

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

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

15. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

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

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

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

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

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

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

City:

Attention: City Clerk

City of Chino Hills

14000 City Center Drive

Chino Hills, California 91709

Consultant:

Attention : Pam Warfield

Michael Baker International, Inc.

2729 Prospect Park Drive, Suite 220

Rancho Cordova, CA 95670

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

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

A. Exhibit A: Scope of Work

B. Exhibit B: Compensation

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

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

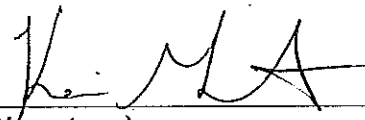
27. FORCE MAJUERE. In no event shall either City or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a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

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

CITY OF CHINO HILLS

MICHAEL BAKER INTERNATIONAL,  
INC.

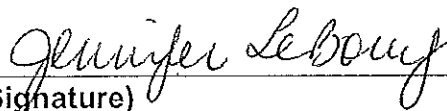
\_\_\_\_\_  
Art Bennett  
Mayor

  
\_\_\_\_\_  
(Signature)

ATTEST:

Vice President  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Cheryl Balz  
City Clerk

  
\_\_\_\_\_  
(Signature)

APPROVED AS TO FORM:

Assistant Secretary  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Mark D. Hensley  
City Attorney



## EXHIBIT A

### Scope of Services

Michael Baker will provide a Senior Planner to work as a member of the City's planning department. Our planner, Kim Zuppiger, will work full-time at City Hall. Ms. Zuppiger's time in the office will be dedicated to assisting the department with assigned duties, as noted below.

Ms. Zuppiger's schedule and assignments will be coordinated and directed through the Community Development Department (CDD) Director.

Michael Baker's Senior Planner will be capable of performing all of the following tasks:

- Providing assistance to the public at the front counter or via telephone or email.
- Reviewing and processing development applications (including any General Plan amendments, rezones, subdivisions, use permits, variances, and other development-related proposals).
- Preparing environmental documentation per the California Environmental Quality Act.
- Attending staff meetings as directed by the CDD.
- Making presentations to the Planning Commission and City Council as directed by the CDD.
- Conducting other planning duties as directed by the CDD.

**EXHIBIT B**

**Compensation**

The original agreement between the City of Chino Hills and Michael Baker for interim planning services is for an annual not to exceed amount of \$200,000.

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

Billing Rates:

Senior Planner: \$100/hour

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: C01F

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 4 TO AGREEMENT NO. A12-50 WITH THE RAMSAY GROUP FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT CONSULTING SERVICES

### RECOMMENDATION:

Authorize execution of Amendment No. 4 to Agreement No. A12-50 with The Ramsay Group in the amount of \$5,280, bringing the total not-to-exceed amount of the agreement to \$38,375, for the preparation of Community Development Block Grant Program annual reports.

### BACKGROUND/ANALYSIS:

On October 4, 2012, the City entered into an agreement for consulting services with The Ramsay Group for the preparation of the 2013-2018 Consolidated Plan and the 2013-2014 Action Plan, both required by HUD. The Consolidated Plan is due every five years and the Action Plan is due on an annual basis. Amendment No. 1 was executed in April 2013 to include the preparation of the 2014-2015 Action Plan. Amendment No. 2 was executed in July 2014 to include the preparation of the 2013-2014 Comprehensive Annual Performance Report (CAPER) and the 2015-2016 Action Plan. Amendment No. 3 was executed in June 2015 to include the preparation of the 2014-2015 Comprehensive Annual Performance Report (CAPER) and the 2016-2017 Action Plan.

This agreement is being amended to include the preparation of the 2015-2016 Comprehensive Annual Performance Report (CAPER) due annually in September and the 2017-2018 Action Plan due annually in May, for an annual not-to-exceed amount of \$5,280. This would increase the total agreement amount to \$38,375.

### REVIEW BY OTHERS:

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

### FISCAL IMPACT:

Funding for these services is provided by the Community Development Block Grant.

AGENDA DATE: JUNE 14, 2016

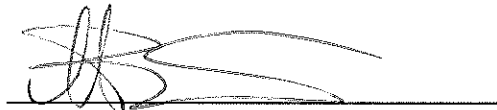
PAGE 2

SUBJECT: AMENDMENT NO. 4 TO AGREEMENT NO. A12-50 WITH THE  
RAMSAY GROUP FOR THE COMMUNITY DEVELOPMENT BLOCK  
GRANT CONSULTING SERVICES

ENVIRONMENTAL (CEQA) REVIEW:

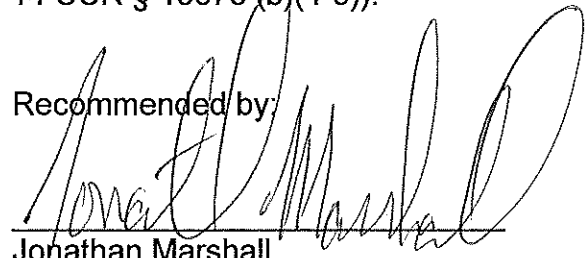
This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will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

**CITY OF CHINO HILLS**

**AMENDMENT NO. 4 TO AGREEMENT NO. A12-50  
BETWEEN THE CITY OF CHINO HILLS AND THE RAMSAY  
GROUP**

THIS AMENDMENT No. 4 to Agreement No. A12-50, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and The Ramsay Group hereinafter called "Consultant".

Amend Agreement A12-50 by Increasing the not-to-exceed amount by \$5,280 to provide compensation for preparation of the FY 17/18 Annual Action Plan and the FY 15/16 CAPER.

Original Agreement:	\$ 19,895
Amendment No. 1	2,640
Amendment No. 2	5,280
Amendment No. 3	5,280
Amendment No. 4	<u>\$ 5,280</u>
<b>Total Revised Contract Amount (not to exceed):</b>	<b>\$ 38,375</b>

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 4 to Agreement No. A12-50 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

**THE RAMSAY GROUP**

**CITY OF CHINO HILLS**

BY

ART BENNETT, MAYOR

NAME

ATTEST:

TITLE

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

## COUNCIL AGENDA STAFF REPORT



Meeting Date: June 14, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: C01G

June 7, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 1 TO AGREEMENT NO. A2015-148 WITH GOLDEN GRAPHIX & PRINTING FOR PRINTING AND MAILING SERVICES OF THE RECREATION GUIDE AND CITY NEWS.

### RECOMMENDATION:

Authorize execution of Amendment No.1 to Agreement No. A2015-148 with Golden Graphix & Printing in the amount of \$50,000, bringing the total not-to-exceed amount of the agreement to \$100,000, for printing and mailing services of the Recreation Guide and City News.

### BACKGROUND/ANALYSIS:

On June 9, 2015, the City entered into an agreement for printing and mailing services of the Recreation Guide and City News (previously named the City News and Recreation Brochure) with Golden Graphix & Printing. The contract commenced with the Fall 2015 edition and ended with the Summer 2016 edition. It also allowed for four additional one-year extensions. This agreement is being amended to extend the term of the contract for an additional year, for an annual not-to-exceed amount of \$50,000. This would increase the total agreement amount to \$100,000.

### REVIEW BY OTHERS:

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

### FISCAL IMPACT:

Funding for the printing of the Recreation Guide and City News is included in the proposed FY 16-17 budget.

### 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

AGENDA DATE: JUNE 14, 2016

PAGE 2

SUBJECT: AMENDMENT NO. 1 TO AGREEMENT NO. A2015-148 WITH  
GOLDEN GRAPHIX & PRINTING FOR PRINTING AND MAILING  
SERVICES OF THE RECREATION GUIDE AND CITY NEWS

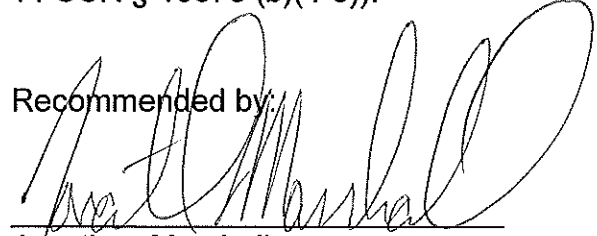
changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

Respectfully submitted,



Konradt Bartlam  
City Manager

Recommended by:



Jonathan Marshall  
Community Services Director

KB:JM:AH:eo

CITY OF CHINO HILLS

AMENDMENT NO. 1 TO AGREEMENT NO. A2015-148  
BETWEEN THE CITY OF CHINO HILLS AND  
GOLDEN GRAPHIX & PRINTING

THIS AMENDMENT No. 1 to Agreement No. A2015-148, dated June 14, 2016, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and Golden Graphix & Printing.

Amend the Scope of Services to include the following:

1. Increase contract amount by \$50,000 for FY 2016/17 for total contract amount Not-to-Exceed \$100,000.
2. Replace the existing Exhibit A (Scope of Work) with the attached Exhibit A (Scope of Work).
3. Extend contract term to June 30, 2017

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 1 to Agreement No. A2015-148 to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Agreement.

GOLDEN GRAPHIX & PRINTING

CITY OF CHINO HILLS

Samuel Lee

BY

SAMUEL Lee

NAME

president

TITLE

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

## EXHIBIT A

### SCOPE OF WORK

The City will provide an electronic file, Adobe InDesign 6 or most current version, with all fonts, graphic elements, and photos included.

Scope of services includes, but is not limited to the following:

1. All outputs are the responsibility of the vendor.
2. The vendor is to rip, trap, and output final proofs.
3. One round of match print and blue line proofs, and multiple rounds of laser proofs showing corrections are required prior to plate output.
4. Match print proofs for color and one blue line proof, backed up, folded, and trimmed to final size as required.
5. Additional proofs are required until approved corrections are made.
6. Specifications:

**Process:** Web Press (200 line screen minimum)

**Size:** 16.5"w x 10.5"h folds to 8.25" x 10.5"

**Paper:** Cover, Text -- 70# Dull Coated Book

**Printing:** Cover, Text -- 4/4 (4 color process throughout), full bleed, critical crossovers throughout

**Ink:** Cover -- heavy coverage/ Text -- medium to heavy coverage

**Bindery:** Fold, gather, stitch, trim to 8.25"x 10.5" and carton pack.  
Note: Critical color match and bindery crossovers throughout.

**Mailing:** Sort, bundle and label for simplified mailing, deliver **24,000** to Chino Hills Post Office. Mailing trays and route information are the responsibility of the printer. Printer to include "Must Deliver by Date" on all pallets delivered to post office. Proof of delivery to Post Office is required before payment. A calendar of deadlines will be updated and provided to the vendor annually in July. The approximate Post Office delivery dates are:

Fall	Third week of July
Winter	First week of November
Spring	First week of February
Summer	First week of May

Excess brochures (approximately 1,000, amount varies by season) must be delivered to the City prior to Post Office delivery.