AGENDA

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 13, 2016

5:30 P.M. CLOSED SESSION
7:00 P.M. PUBLIC MEETING/PUBLIC HEARING

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

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

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

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

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

CITY COUNCIL MEMBERS

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

KONRADT BARTLAM CITY MANAGER	MARK D. HENSLEY CITY ATTORNEY	CHERYL BALZ CITY CLERK

5:30 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)(1) - City of Chino Hills v. James R. Moe, et. al, San Bernardino County Superior Court Case No. CIVRS1301121

3. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Anticipated litigation related to Mexican American Legal Defense and Education Fund demand that the city convert its at-large election system to a district-based electoral system in order to comply with the California Voting Rights Act

4. Conference with real property negotiators pursuant to Government Section 54956.8, relating to the purchase or lease price/terms of interest in real property located at 14556 Peyton Drive; APN: 1032-221-02; Steve Caballero on behalf of Caballero Ranch and Konradt Bartlam, Negotiators

5. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - City of Chino Hills v. Jaime Romero, et al. - CIVDS1600573

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

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Pastor Lin Wells, Calvary Chapel Chino Hills

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

6. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council, whether or not the item appears on the agenda, except testimony on Public Hearing items must be provided during those hearings. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Clerk.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR ITEMS 7 THROUGH 24 - *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.*

7. Approve August 9, 2016 City Council Meeting Minutes

8. Approve Warrant Registers for period of July 7 through August 3, 2016 in amount of $5,677,790.59

9. Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of July 27 through August 23, 2016

10. Receive and file Financial Report for July 2016

11. Approve Treasurer's Report for July 2016

12. Authorize preparation of amendments to Conflict of Interest Code for employees and Commission members for adoption on December 13, 2016

13. Adopt a resolution amending classification plan to modify classification and salary range of Planning Technician to Planning Technician I/II; amend 2016-17 authorized positions to convert position from permanent part-time to full-time; and authorize appropriation increase of $44,600 from General Fund Unreserved Fund Balance to Community Development Department Fund

14. Authorize execution of Professional Services Agreement with Dudek in amount of $39,980 for preparation of California Environmental Quality Act (CEQA) documentation and technical studies for Costco Gas Station Relocation and Expansion Project

15. Authorize execution of agreement with City of Chino in amount not-to-exceed $125,863 for human services program through June 30, 2017

16. Adopt a resolution to adopt Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program, appoint City Manager as City's Plan Administrator, authorize City Manager to execute all documents to implement program, and transfer $5,000,000 to PARS once established

17. Authorize execution of Professional Services Agreement with Willdan Financial Services in amount not-to-exceed $110,650 for special district administrative services

18. Approve appropriation budget amendments; authorize purchase order with Sharp Business Systems in amount of $314,550 for purchase and installation of multifunction copiers, printers, scanners, and plotter for City locations; and authorize City Manager to execute Professional Services Agreement with Sharp Business Systems in annual amount not-to-exceed $61,400 for five-year print management program

19. Adopt resolution to adopt Measure I Five-Year Capital Improvement Program for Fiscal Years 2016-17 through FY 2020-21

20. Adopt resolution to adopt Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2017-18 through FY 2021-22

21. Approve plans and specifications of construction for Los Serranos Infrastructure Improvements - Safe Routes to School Phase III project and authorize solicitation of bids for construction

22. Authorize execution of Amendment No. 3 to Agreement No. A14-178 with CLS Landscape Management, Inc. (CLS) to increase annual amount by $2,438.16 for total amount not-to-exceed $1,121,062.97 to add maintenance of median at Eucalyptus Avenue and Chino Hills Parkway

23. Accept Butterfield 10-inch Force Main Relocation Project by C.P. Construction Co. Inc. as complete; and authorize City Clerk to record Notice of Completion

24. Authorize increase and appropriation in Parks and Landscape General Fund Capital Outlay in amount of $314,300 from Metropolitan Water District's and Inland Empire Utilities Agency's turf replacement - Phase III rebates

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.*

25. Adopt a resolution to adopt a Mitigated Negative Declaration, mitigation measures and mitigation monitoring and reporting program under the California Environmental Quality Act for Site Plan Review 15SPR01; and approve Site Plan Review 15SPR01 to allow the development of a 100,330 square foot Light Industrial building on a 4.87-acre vacant site located at the Northeast Corner of Fairfield Ranch Road and Red Barn Court

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire (if any)

COUNCIL REPORTS

Chino Valley Unified School District - Mayor Bennett

Southern California Association of Governments - Vice Mayor Marquez

Omnitrans - Council Member Graham

San Bernardino Associated Governments - Council Member Graham

Chino Basin Desalter Authority - Council Member Rogers

Chino Hills Community Foundation - Council Member Rogers

COUNCIL COMMENTS

ADJOURN IN MEMORIAM: Adjourn in memory of His Holiness Pramukh Swami Maharaj, Spiritual Head of BAPS Swaminarayan Sanstha and the creator of Akshardham, who passed away at the age of 94 on August 13, 2016, in memory of the passing of long-time resident and community volunteer Howard L. Vogler; and in memory of the passing of Chino Hills resident, Mary Rose Rabinek.

ADJOURNMENT:

Date: 09-13-16

Item No.: 1

RECEIVED
AUG 31 2016
City of Chino Hills
City Clerk's Department

Date: 8-31, 2016

From: Al Matta, C/O Chino Hills Citizen Action Committee (CHCAC)

To: The Chino Hills City Council

RE: Position Regarding Council Redistricting in Chino Hills

Distribution:

- Art Bennet – Mayor
- Ray Marquez – Vice Mayor
- Ed Graham – Council Member
- Cynthia Moran – Council Member
- Peter Rodgers – Council Member
- 2 copies for the public record

Did you know that people in the city of Chino Hills are racist, prejudice and have "radically" polarized elections? – Neither did we. But, that is the contention of a extremist "civil rights" group making salacious claims and wants to dictate local control in our city.

Chino Hills is a culture club of ethic identities. It is a diverse city and prides itself on its cultural heritage. Any 4th grade student knows that the Spanish settled California and that the roots of Chino Hills sprouted from that rich heritage. And now we have outsiders rewriting our historical past and dictating our future?

Meddling by outsiders in our voting process and offering solutions to a problem that does not exist, usurps our elected form of government and will constrain *real* voter choice in the city.

We have received concerns from residents and conservative groups about a civil rights entity trying to extort the Chino Hills council into action based on false claims through a demand for compliance with the California Voting Rights Act.

In a "shake down" letter to the city, the Mexican American Legal Defense and Educational Fund (MALDEF) stated that the city of Chino Hills did not have enough Latino representation on its city council. The letter stated, "… only *one* Latino, current city council member Ray Marquez has served on the city council since the City's incorporation." This is a pat lie. Their circular logic is based on surnames and does not consider the maiden names of former council members or candidates that have run for office.

Their contention that "…the lack of success of Latino candidates results from the inability of Latino voters to elect candidates of choice due to racially polarized voting among the electorate."

This statement is a false claim. Their statement negates former Latino citizens that have run for city council, and did not win.

The "solution" of dividing the city into districts, thereby somehow providing Latino's a leg up in getting on to city council, won't work. Suburban and rural communities are highly diversified unlike large urban cities. Comparing the two is like comparing apples and oranges. Dividing the city into districts based on ethnicity is like trying to sort salt and pepper in to piles after they have been mixed together in a casserole. Redistricting violates our right to a republican form of government provided by the U.S. Constitution.

MALDEF offered no proof to substantiate their false claims and they hide behind the California Voting Right Act of 2001 (CVRA) as justification. Therefore, their claims that at-large elections are "polarizing" is ludicrous. Their demand letter dated August 9, 2016 to divide the city into voting districts, limiting voter choice, is without merit.

Position

Therefore, it is paramount that the Chino Hills City Council proceeds with the following.

1. **Defend Claims**: The city of Chino Hills needs to defend false accusations and claims made by MALDEF.
2. **No Redistricting in Advance of Litigation**: The city does not need to spend taxpayer money on a consultant to develop redistricting maps.
3. **Chino Hills is Exceptional**: Every city is unique; therefore, assessing redistricting based on previous case litigation is moot. Redistricting is not applicable to the City of Chino Hills.

MINUTES

CITY COUNCIL
CITY OF CHINO HILLS

AUGUST 9, 2016
REGULAR MEETING

Mayor Bennett called the Meeting of the City Council of the City of Chino Hills to order at 5:30 p.m. and requested the City Clerk to call roll.

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

ABSENT: COUNCIL MEMBERS: NONE

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

PUBLIC COMMENTS
There were no public comments.

RECESS TO CLOSED SESSION
Mayor Bennett declared the meeting recessed at 5:31 p.m. for closed session.

EXISTING LITIGATION
Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation (5 cases):

a. John Reis, an individual v. City of Chino Hills, a Municipality; Time Warner NY Cable, LLC, a Delaware Limited Liability Company; Pauley Construction, an entity of unknown form; and Does 1 through 75, inclusive - San Bernardino County Superior Court Case No. CIVRS 1013457

b. James J. Caswell, an individual v. Trasia Group, Inc., a California Corporation; City of Chino Hills, a public entity; and Does 1 through 20, inclusive - San Bernardino County Superior Court Case No. CIVDS 1500819

c. Binita Patel, an individual, et. al. v. Daniel J. Eichmann, an individual; City of Chino Hills, a public entity; County of San Bernardino, a public entity; and Does 1 through 50 inclusive - San Bernardino County Superior Court Case No. CIVDS 1504718

d. Evelyn Wallace, an individual v. City of Chino Hills, a public entity; and Does 1 to 50 inclusive - San Bernardino County Superior Court Case No. CIVDS 1511692

e. (Heirs of) Michael Cole, an individual v. City of Chino Hills, a public entity; and Does 1 to 500 inclusive - San Bernardino County Superior Court Case No. CIVDS 1505641

EXISTING LITIGATION
Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - City of Chino Hills v. Jaime Romero, et al. - CIVDS 1600573

REAL PROPERTY NEGOTIATIONS
Conference with real property negotiators pursuant to Government Code Section 54956.8 for price and terms for property located at Tract No. 13880-2 Lot A; APN: 1033-331-42; Rong Qi and Feng Ruan, Brian Booker, Michael and Elizabeth O'Banion, Melvin and Michelle Hasseler, Jerry and Jerri Lynn Hunter, Majid Allyas and Bann Aboudi-Allyas, Stephen and Paulette Hawkins, David Bitzer, and Konradt Bartlam, Negotiators

EXISTING LITIGATION
Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - Two cases existing litigation - Southern California Edison Company v. City of Chino Hills - CIVDS 1609846; and Southern California Edison Company v. County of San Bernardino, City of Chino Hills, et al. - CIVDS 140945

ANTICIPATED LITIGATION
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 street City property located within the TRTP/CHUG Corridor

CLOSED SESSION RECESS
Mayor Bennett recessed the Closed Session at 6:24 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
ELIZABETH CALCIANO, ASSISTANT 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
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR
JESSICA MEJIA, DEPUTY CITY CLERK II
TIM SHACKELFORD, FIRE CHIEF, CHINO VALLEY FIRE DEPARTMENT
BEN MONTGOMERY, DEPUTY CITY MANAGER

PLEDGE OF ALLEGIANCE TO THE FLAG
Led by Assistant Store Manager of Chino Hills Lowes, Juan Isas.

INVOCATION
Led by Dr. Reggie Thomas, Chino Valley Community Church.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
Assistant City Attorney Elizabeth Calciano reported that during Closed Session the City Council authorized the City Attorney's office to file an answer to Southern California Edison Company v. City of Chino Hills - CIVDS 1609846.

RECOGNITION - CHINO HILLS STORM 12U BASEBALL TEAM
Mayor Bennett presented Certificates of Recognition to the Chino Hills Storm 12U Baseball Team as the 2016 Cooperstown, New York, All Star Village Hall of Fame Tournament Champions.

Mayor Bennett also presented Certificates of Recognition to the Chino Hills Storm 12U Baseball Team on behalf of San Bernardino County, and 4th District Supervisor Curt Hagman.

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

- Alvin Ramos, IT Technician, IT
- Jake Loukeh, Water Use Efficiently Coordinator, Public Works

BLUE LIGHTBULBS IN SUPPORT OF LAW ENFORCEMENT
Mayor Bennett introduced Juan Isas, Assistant Store Manager of Chino Hills Lowes to speak about the Blue Lightbulb Campaign. Mr. Isas announced that the Chino Hills Lowe's will be donating 500 blue lightbulbs to residents at the Concerts in the Park event located at Veteran's Park on August 10, 2016. Mr. Isas suggested that residents shine a blue lightbulb on their front porch to show support to law enforcement to "Light It Up Blue, For Those Who Protect You!"

PUBLIC COMMENTS

Manjo Desai, resident, spoke about increasing locations within the City to accommodate more Tiny Tot Programs.

Laura Montague, resident, announced that the Chino Hills Community Foundation works to raise money for the FairKids Field Trip Program through the Big Yellow Bus Partnership Program to grant students transportation to the Los Angeles County Fair. She stated that a $20 donation can help the Chino Hills Community Foundation send five students to the FairKids Field Trip Program. For more information visit the following websites: www.tlcfairplex.org/bus or LACF.com/FairKids to learn more about the field trip program.

Pauline Corse, League of Women Voters Representative, spoke about a free "Become an Informed Voter" program the league offers to present voters with pros/cons of upcoming ballot Measures. For more information contact the League of Women Voters at (909) 624-9457, email league@claremont.ca.lwvnet.org, or visit the website at www.claremont.ca.lwvnet.org.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR

Vice Mayor Marquez stated that he will be abstaining from Item Number A17, regarding the Coptic Orthodox Church project, due to a conflict of interest as he was involved in the sale of the property.

Item numbers A19, regarding Military Monument Brick Donations and A20, relating to the audio, visual, and control system upgrade at the Community Center were 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 July 12, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of May 19 through July 6, 2016 in the amount of $13,126,330.57, as presented.

FINANCIAL REPORTS

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

TREASURER REPORT

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

CITY OFFICIAL REPORTS

The City Council received and filed the City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of June 29 through July 26, 2016, as presented.

BANNERS AND SIGNS ON PUBLIC PROPERTY - ORDINANCE ADOPTED
The City Council adopted **Ordinance No. 301**, *of the City Council of the City of Chino Hills, California, Amending Chapters 12.28 (Banners and Signs on Public Property) and 16.38 (Signs) of the Chino Hills Municipal Code, Repealing Chapter 12.48 (Political Signs) and Subparagraph (E)(1) of Section 87.0725 (Temporary Primary Political Signs) of Chapter 7 of Appendix D of the Chino Hills Municipal Code and Determining the Municipal Code Amendment is Exempt from Review Under the California Environmental Quality Act,* for second reading of the ordinance by title only.

AGREEMENT - CEQA DOCUMENTATION AND TECHNICAL STUDIES FOR THE BUDDHIST TEMPLE PROJECT
The City Council authorized the execution of Professional Services Agreement No. A2016-147 with Rincon Consultants, Inc. in the amount not-to-exceed $59,120 for California Environmental Quality Act (CEQA) documentation and technical studies for the proposed Buddhist Temple project located at 2948 Chino Hills Parkway.

AGREEMENT - CEQA DOCUMENTATION AND TECHNICAL STUDIES FOR THE MORNINGFIELD ESTATES PROJECT
The City Council authorized the execution of Professional Services Agreement No. A2016-148 with Dudek in the amount not-to-exceed $44,500 for California Environmental Quality Act (CEQA) documentation and technical studies for the proposed Morningfield Estates project located at south side of Morningfield Drive between Peyton Drive and Champion Street.

BID AWARD - FISCAL YEAR 2016-17 STREET IMPROVEMENT PROJECT
The City Council (1) awarded a bid and contract to Hardy & Harper, Inc., Agreement No. A2016-149 in the amount of $1,039,000, for the Fiscal Year 2016-17 Street Improvement Project; (2) authorized staff to issue a Notice of Award; (3) authorized staff to accept the performance and payment bonds, proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of such; and (4) authorized the City Manager, at his discretion, to approve cumulative change orders up to five percent ($51,950) of the awarded contract amount.

Motion carried as follows:

AYES:	COUNCIL MEMBERS:	BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

AGREEMENT - CEQA DOCUMENTATION AND TECHNICAL STUDIES FOR THE COPTIC ORTHODOX CHURCH PROJECT

Vice Mayor Marquez left the dais at 7:32 p.m. due to a conflict of interest on the item.

A motion was made by Council Member Rogers and seconded by Council Member Graham to authorize the execution of Professional Services Agreement No. 2016-150 with Rincon Consultants, Inc., in the amount of $53,060, to prepare California Environmental Quality Act documentation and technical studies for proposed Coptic Orthodox Church project located at 14715 Peyton Drive.

Motion carried as follows:

AYES:	COUNCIL MEMBERS:	BENNETT, GRAHAM, MORAN, ROGERS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	MARQUEZ

Vice Mayor Marquez returned to the dais at 7:33 p.m.

DISCUSSION CALENDAR

MILITARY MONUMENT BRICK DONATION PROGRAM

Mayor Bennett, Vice Mayor Marquez, and Council Members Rogers and Moran removed this item from the Consent Calendar for a separate vote.

The Chino Hills 55+ Club members Susanne Baxter, George De Frank, and Brett Benson spoke about the Military Monument Brick Donation Program and said that the donations from the tribute bricks, corporate sponsors and events will fund the granite memorial outside the Chino Hills Community Center.

Following discussion, a motion was made by Council Member Graham and seconded by Mayor Bennett to approve the proposal of the Chino Hills 55+ Club for a Military Monument Brick Donation Program for design and construction of the Military Monument. The City Council also directed the Chino Hills 55+ Club members to revisit the Crossroads Park and Veterans Park to find the best location for the military monument, and to report back to Council if the location differs from the Chino Hills Community Center area.

Motion carried as follows:

AYES:	COUNCIL MEMBERS:	BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

AGREEMENT - AUDIO, VISUAL, AND CONTROL SYSTEM UPGRADE

Council Member Rogers removed this item from the Consent Calendar for a separate vote, and asked for a staff report.

Community Services Supervisor Melissa Armit briefed the City Council on the staff report which is on file in the City Clerk's Office. She said that the upgrade to the current audio, visual, and control system at the Community Center will modify the banquet hall facility system and allow for multi-use microphones.

Jay Soule, ExhibitOne Representative, spoke about the validity of the sound system.

Following discussion, a motion was made by Council Member Rogers and seconded by Vice Mayor Marquez to execute Agreement No. 2016-151 with ExhibitOne Corporation in the amount not-to-exceed $100,000 for audio, visual, and control system upgrade at Community Center.

Motion carried as follows:

AYES:	COUNCIL MEMBERS:	BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

PLANNING COMMISSION MATTERS

MITIGATED NEGATIVE DECLARATION, MITIGATED MONITORING AND REPORTING PROGRAM, AND SITE PLAN REVIEW 15SPR01:
Adopted a resolution approving a Mitigated Negative Declaration, Mitigation Measures and Mitigation Monitoring and reporting program under the California Environmental Quality Act for Site Plan Review 15SPR01; and approving Site Plan Review 15SPR01 to allow the development of a 100,330 square foot Light Industrial Building on a 4.87-acre vacant site at the northeast corner of Fairfield Ranch Road and Red Barn Court (APN: 1028-191-06 and 07) based on findings and facts and subject to the Conditions of Approval: Newcastle Partners, Applicant.

Ronak Patel, BAPS Shri Swaminarayan Mandir Chino Hills Hindu Temple, spoke about the construction history of the BAPS Temple and encouraged Council to pull the item for further review.

Peter Patel, BAPS Shri Swaminarayan Mandir Chino Hills Hindu Temple, stated that the August 3, 2016 Planning Commission meeting minutes were not available for Council to review in timely manner before the agendized item, and encouraged Council to pull the item for further review.

Following discussion, there was Council consensus to forego the Planning Commission decision to adopt a Resolution for a Mitigated Negative Declaration, Mitigated Monitoring and Reporting Program, and Site Plan Review 15SPR01 and schedule the item for further review. City Manager Bartlam stated that the item will be treated similar to an appeal, and that a public hearing will be scheduled for a future City Council meeting.

EXTENSION OF TIME NO. 16EXT05 - TENTATIVE TRACT MAP 18393:
Adopted a resolution approving Extension of Time No. 16EXT05 for Tentative Tract Map 18393 to subdivide 34.73 acres of land to create 28 single-family residential properties located northwest of Carbon Canyon Road and East of Fairway Drive, based on findings of facts and subject to the Conditions of Approval: Ausmas Properties, LLC, Applicant.

Billie Ward, resident, spoke in opposition to the proposed development due to excessive traffic in the Carbon Canyon area.

Brad Goldman, resident, voiced his concerns about the proposed development and presented Council with a petition of 100 signatures of residents in opposition to the project.

Following discussion, Vice Mayor Marquez requested the item be pulled due to safety and traffic concerns.

No action was taken on the foregoing planning commission item.

PUBLIC INFORMATION OFFICER REPORT
Denise Cattern, Public Information Officer (PIO), announced that there will be a City Blood Drive on August 18, 2016 at the Government Center Parking Lot located at 14077 Peyton Drive from 1:00 p.m. to 6:00 p.m. PIO Cattern announced that Frontier Communications will host Service Day on August 18, 2016 located at the City Hall Community Room from 10:00 a.m. to 2:00 p.m. She said that an appointment is required through County Supervisor Hagman's office so that Frontier representatives can accommodate residents' issues and concerns in terms of their service. PIO Cattern announced that residents can contact the Inland Valley Humane Society or the Vector Control to relocate rattlesnakes from their property during the warm months of August through October. Lastly, PIO Cattern announced information regarding "Bulky Item Pick Ups" offered through the citywide trash hauler Republic Services. She said that residents are allowed three large item pick-ups per year. For more information residents can contact Republic Services directly at (866) 238-2444.

SAFETY UPDATES - Police and Fire

Police: Police Chief Goodman spoke on the success of National Night Out and the amount of support the Sheriff's Department has received from the community toward law enforcement.

Fire: Fire Chief Shackelford announced that the Chino Valley Fire District's meeting will be held at their headquarters on August 10, 2016 at 6:00 p.m. He said that their Open House is scheduled for Saturday, October 8, 2016 from 10:00 a.m. to 3:00 p.m.

COUNCIL REPORTS

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Mayor Bennett attended a special meeting of the Chino Valley Unified School District on August 4, 2016 and announced that there was a unanimous vote to move forward with a November 8, 2016 ballot issue regarding a $750 million dollar bond, which will carry out until the year 2036 with some overlap of Measure M. He also spoke about grant funds

used to install solar panels above the carports at Ayala High School to help the school with power sources.

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
Council Member Moran provided statistics on the West Nile, Yellow Fever and Zika viruses. She said that the West Valley Mosquito and Vector Control District has entered into a Memorandum of Understanding with the County Flood Control District for Vector Control services, which began July 2016. Lastly, she spoke on upcoming annexation of property within Upland, and that the Local Agency Formation Commission for San Bernardino County (LAFCO) public hearing will be conducted on August 12, 2016.

CHINO BASIN DESALTER AUTHORITY
Council Member Rogers mentioned most discussions at the Chino Basin Desalter Authority meeting were closed session items, but informed the public that there will be major expansions of two desalter facilities.

WATER FACILITIES AUTHORITY (WFA)
Council Member Rogers spoke on where the State water allocations derive from, and said that General Manager Mark Kinsey of the Monte Visa Water District will investigate the regional water bank program and that he will report back to Council with Mr. Kinsey's findings.

COUNCIL COMMENTS

Rogers: Council Member Rogers announced that tickets are on sale for the October 8, 2016 Wine Walk Fundraiser hosted by the Chino Hills Community Foundation. He discussed the success of National Night Out. He spoke on the success of the Relay for Life event held on August 6, 2016. He spoke about the cause of the recent odor in the water from Lake Silverwood which was due to algae blooms that were treated on August 8, 2016. He announced the Community Hero winners for the youth and adult levels. The youth level winners are the Let it Be Advisory Team, and the adult level recipient is longtime resident Linda Briney. The winners will be recognized at the Day at the Los Angeles Fair on September 23, 2016.

Graham: Council Member Graham attended the Chino Hills Arts Foundation play. He spoke about the success of National Night Out. Lastly, he talked about his ride along Chino Valley Fire District Board Member Mike Kreeger and commended the fire fighters interaction with the community in time of need.

Moran: Council Member Moran spoke about the northbound traffic on Chino Hills Parkway where the intersection signage prohibits a right hand turn in the morning hours, and thanked Police Chief Goodman for the memo of statistics of offenders in the area. She suggested that business park owners change their turf to make areas more appealing, and asked staff what type of outreach the City could do to assist business owners on changing to drought tolerant landscaping. She reminded the community about the effective water ordinance and additional days to water. Public Works Director Nadeem Majaj stated that the City has set their goal to 15% conservation to protect the environment and water supplies. Council Member Moran thanked Management Analyst Bonnie Michaels for organizing National Night Out and commended her on a wonderful event.

Marquez: Vice Mayor Marquez attended the "Pizza and Politics" Chino Valley Chamber of Commerce event on Thursday, August 4, 2016, and thanked Police Chief Goodman for speaking to the participants. He spoke on the success of National Night Out and visited five residences. Vice Mayor Marquez inquired about solar projects on City property. Public Works Director Majaj replied that the Public Works department has received numerous proposals for solar panel installation for the parking structure, lots, and roofs, and will soon interview the top four companies before making a selection.

Bennett: Mayor Bennett recognized members in the audience Sara Evinger and Mike Kreeger of the Chino Valley Independent Fire District, along with Planning Commissioner Gary Larson, and Andrew Cruz, President of the Chino Valley Unified School District Board. He attended the Chino Relay for Life event held on August 6, 2016 and said it was a fantastic turnout. He stated on August 3, 2016 he along with Dr. Wai-Min Liu of the Chinese American Association of Chino Hills hosted 30 eighth and ninth grade students from Beijing, China to speak about local government operations. He said along with Council Member Moran he attended a tour of the Chino Hills Kaiser Permanente laboratories. Lastly, Mayor Bennett announced that the second Council meeting in August will be dark, and that the next regularly scheduled meeting will be held on Tuesday, September 13, 2016.

ADJOURN IN MEMORIAM:
Mayor Bennett adjourned the meeting in memory of Kansas City, Kansas, Police Captain Robert "David" Melton, nephew of resident Fawn Witten, who passed away at the age of 46 on July 19, 2016; and in memory of Chino Hills High School graduate and UC Riverside student Roxanne Ngo, who passed away at the age of 22.

Council Member Moran offered her condolences to Roxanne Ngo's family.

Mayor Bennett reminded the public that schools will soon be in session and to be cautious of major foot traffic. He also encouraged the public to be safe on the Labor Day holiday.

ADJOURNMENT
Mayor Bennett adjourned at 8:59 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 8

Meeting Date: September 13, 2016

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

SEPTEMBER 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS ISSUED FOR THE PERIOD JULY 7, 2016 – AUGUST 3, 2016, IN AN AMOUNT OF $5,677,790.59

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 July 7, 2016, to August 3, 2016, payments in excess of $25,000 have been issued totaling $5,677,790.59.

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

Konradt Bartlam, City Manager

Council Member Peter Rogers

Judy R. Lancaster, Finance Director

ITEMS EXCEEDING $25,000.00

PREPARED 07/11/2016, 9:20:16
PROGRAM: GM339L
CITY OF CHINO HILLS
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 07/16/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004769	00	CDWG							
DMJ6361		PI0012	160630	00	07/13/2016	552-2520-888.80-50	COMPUTER/MONITOR/PRINTERS	36,616.53	
DMJ6361		006737		00	07/13/2016	552-2520-888.80-50	COMPUTER/MONITOR/PRINTERS	.01	
							VENDOR TOTAL *	36,616.54	
0000529	00	CHINO VALLEY UNIFIED SCHOOL DISTRCT							
M/O JUN'16		006741		00	07/13/2016	009-0000-223.11-00	SPECIAL TAX "A" CFD #6A	32,605.44	
M/O JUN'16		006742		00	07/13/2016	009-0000-223.11-00	SPECIAL TAX "A" CFD #5A	41,921.28	
							VENDOR TOTAL *	74,526.72	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.							
2264087388/JUL6006818				00	07/13/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	3,516.14	
2264087800/JUL6006833				00	07/13/2016	001-8400-888.60-15	ELECTRIC/STREET LITE BILL	3,405.70	
2270597321/JUL6006824				00	07/13/2016	003-0950-888.60-15	ELECTRIC/STREET LITE BILL	114.55	
2264088808/JUL6006819				00	07/13/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	2,208.06	
2294794276/JUN6006827				00	07/13/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	60.36	
2294794276/JUN6006828				00	07/13/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	40.60	
2307466300/JUN6006831				00	07/13/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	33.56	
2264093147/JUN6006820				00	07/13/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	637.23	
2288705148/JUL6006835				00	07/13/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	616.32	
2264093386/JUN6006821				00	07/13/2016	040-8400-888.60-15	ELECTRIC/STREET LITE BILL	901.51	
2264093865/JUL6006822				00	07/13/2016	040-8400-888.60-20	ELECTRIC/STREET LITE BILL	7,384.68	
2264095019/JUL6006823				00	07/13/2016	045-8400-888.60-15	ELECTRIC/STREET LITE BILL	2,870.84	
2013942867/JUL6006813				00	07/13/2016	050-8400-888.60-15	ELECTRIC/STREET LITE BILL	71.86	
2013945662/JUL6006814				00	07/13/2016	061-8400-888.60-15	ELECTRIC/STREET LITE BILL	50.67	
2013945761/JUL6006815				00	07/13/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,351.73	
2270597321/JUL6006825				00	07/13/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	114.55	
2294794276/JUN6006829				00	07/13/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	26.39	
2288705148/JUL6006836				00	07/13/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	25.15	
2305134926/JUN6006830				00	07/13/2016	073-8400-888.60-15	ELECTRIC/STREET LITE BILL	153.67	
2013941695/JUL6006812				00	07/13/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	958.59	
2294794276/JUN6006826				00	07/13/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	28.27	
2013946736/JUL6006816				00	07/13/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	62,013.36	
2336772124/JUN6006832				00	07/13/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	28.19	
2236516498/JUL6006817				00	07/13/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	1,592.37	
2264173790/JUL6006834				00	07/13/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	1,753.61	
							VENDOR TOTAL *	89,957.96	
							TOTAL EXPENDITURES ****	201,101.22	
							GRAND TOTAL **********		201,101.22

PREPARED 07/18/2016,10:21:22
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 07/20/2016 PAYMENT DATE: 07/20/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000410	00	CHINO BASIN WATERMASTER							
AP16-33		006840		00	07/20/2016	500-8113-888.60-12	ADMIN ASSESSMENTS FY15/16	198,262.63	
							VENDOR TOTAL *	198,262.63	
0000011	00	EXCEL LANDSCAPE, INC.							
87595		PI0083	160537	00	07/20/2016	001-2510-888.50-10	LANDSCAPE SERVICES	225.00	
87667		PI0212	160538	00	07/20/2016	001-2510-888.50-10	LANDSCAPE SERVICES	4,867.20	
87583		PI0082	160537	00	07/20/2016	031-8400-888.50-10	LANDSCAPE SERVICES	24.03	
87613		PI0084	160537	00	07/20/2016	031-8400-888.50-10	LANDSCAPE SERVICES	22.50	
87667		PI0213	160538	00	07/20/2016	031-8400-888.50-10	LANDSCAPE SERVICES	2,620.80	
87618		PI0086	160659	00	07/20/2016	040-7100-888.80-40	LANDSCAPE SERVICES	17,445.00	
87582		PI0078	160278	00	07/20/2016	045-8400-888.50-10	LANDSCAPE SERVICES	143.83	
87620		PI0079	160278	00	07/20/2016	045-8400-888.50-10	LANDSCAPE SERVICES	232.97	
							VENDOR TOTAL *	25,581.33	
0000409	00	INLAND EMPIRE UTILITIES AGENCY							
90018343		006844		00	07/20/2016	500-8113-888.60-16	BASIN RECHARGE:MAY'16	50,497.65	
90018349		006845		00	07/20/2016	500-8113-888.60-14	RECYCLED WATER CHG:MAY'16	50,347.50	
							VENDOR TOTAL *	100,845.15	
0007398	00	INTERNATIONAL FLOW TECHNOLOGIES,INC							
00072856		PI0088	160724	00	07/20/2016	501-7100-888.82-10	CONSTRUCTION SERVICES	35,155.00	
							VENDOR TOTAL *	35,155.00	
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.							
M/O JUN'16		006872		00	07/20/2016	001-0000-388.20-15	AB939 ADMIN FEE:GENRL FND	7,099.78-	
M/O JUN'16		006873		00	07/20/2016	001-0000-303.20-04	FRANCHISE TAX:SOLID WASTE	40,570.17-	
M/O JUN'16		006870		00	07/20/2016	500-0000-388.20-20	BILLING FEE:WATER UTILITY	4,472.46-	
M/O JUN'16		006871		00	07/20/2016	501-0000-388.20-20	BILLING FEE:SEWER UTILITY	1,490.82-	
M/O JUN'16		006869		00	07/20/2016	504-8500-888.31-40	REFUSE CONTRACT SERVICES	405,701.65	
							VENDOR TOTAL *	352,068.42	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.							
15533/3RD QTR		006874		00	07/20/2016	001-6000-888.31-70	OVERTIME CHGS:JAN-MAR'16	76,398.13	
15555/3RD QTR		006876		00	07/20/2016	001-6000-888.31-70	PERSONNEL CREDITS:FY15/16	166,270.40-	
15782/JUL'16		000119		00	07/20/2016	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT	1,009,788.00	
15533/3RD QTR		006875		00	07/20/2016	015-6000-888.31-70	OVERTIME CHGS:JAN-MAR'16	41,300.00	
							VENDOR TOTAL *	961,215.73	
0000608	00	SBCERA							
PP 15/16		PR0720		00	07/20/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	259.72	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	151,012.63	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	13,465.97	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-10	NON-RFNDBL GEN MBR CONTRB	23,337.80	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,513.86	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	4,258.87	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,364.34	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-15	REFUNDABLE-GEN MBR CONTRB	10,586.40	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	259.72	
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000608	00	SBCERA							
PP 15/16		PR0720		00	07/20/2016	575-0000-217.35-05	PR YR ADJUSTMENT	2.00-	
							VENDOR TOTAL *	216,275.69	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.							
2306001645/JUL6000138				00	07/20/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	17,119.00	
2264100116/JUL6006920				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	362.06	
2264137902/JUL6006924				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	1,272.22	
2271636854/JUL6006926				00	07/20/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	39.32	
2278582051/JUL6006928				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	320.33	
2284813268/JUL6006931				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	96.34	
2286535943/JUL6006932				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	60.30	
2353915630/JUL6006933				00	07/20/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	62.83	
2264100116/JUL6006921				00	07/20/2016	045-8400-888.60-20	ELECTRIC/STREET LITE BILL	14,674.01	
2011972346/JUL6006917				00	07/20/2016	050-8400-888.60-20	ELECTRIC/STREET LITE BILL	819.41	
2264135732/JUL6006922				00	07/20/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	23.70	
2264135732/JUL6006923				00	07/20/2016	071-8400-888.60-20	ELECTRIC/STREET LITE BILL	10,630.18	
2281642215/JUL6006929				00	07/20/2016	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	347.20	
2281642710/JUL6006930				00	07/20/2016	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	596.70	
2278087176/JUL6006927				00	07/20/2016	073-8400-888.60-20	ELECTRIC/STREET LITE BILL	79.27	
2264137902/JUL6006925				00	07/20/2016	121-8400-888.60-20	ELECTRIC/STREET LITE BILL	5,269.88	
2011973674/JUL6006919				00	07/20/2016	123-8400-888.60-20	ELECTRIC/STREET LITE BILL	167.78	
2011973542/JUL6006918				00	07/20/2016	124-8400-888.60-20	ELECTRIC/STREET LITE BILL	104.20	
							VENDOR TOTAL *	52,044.73	
0000506	00	WATER FACILITIES AUTHORITY							
16-72		006892		00	07/20/2016	500-8113-888.60-11	WATER DELIVERIES:JUN'16	51,070.10	
							VENDOR TOTAL *	51,070.10	
0001641	00	WEST COAST ARBORISTS, INC.							
116144		PI0064	160264	00	07/20/2016	001-8400-888.50-12	LANDSCAPE SERVICES	17,920.00	
116557		PI0070	160264	00	07/20/2016	031-8400-888.50-12	LANDSCAPE SERVICES	400.00	
116559		PI0094	160264	00	07/20/2016	033-8300-888.50-12	LANDSCAPE SERVICES	1,040.00	
116578		PI0095	160264	00	07/20/2016	040-8400-888.50-12	LANDSCAPE SERVICES	4,985.00	
116556		PI0092	160264	00	07/20/2016	045-8400-888.50-12	LANDSCAPE SERVICES	3,380.00	
116139		PI0063	160264	00	07/20/2016	061-8400-888.50-12	LANDSCAPE SERVICES	1,680.00	
116560		PI0071	160264	00	07/20/2016	061-8400-888.50-12	LANDSCAPE SERVICES	800.00	
116558		PI0093	160264	00	07/20/2016	071-8400-888.50-12	LANDSCAPE SERVICES	2,060.00	
116144A		PI0065	160437	00	07/20/2016	500-8113-888.31-90	LANDSCAPE SERVICES	800.00	
							VENDOR TOTAL *	33,065.00	
							TOTAL EXPENDITURES ****	2,025,583.78	
							GRAND TOTAL **********		2,025,583.78

PREPARED 07/25/2016, 9:47:49
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 07/27/2016 PAYMENT DATE: 07/27/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002903	00	CALIFORNIA PUBLIC EMPLOYEES'							
2074/AUG'16		000223		00	07/27/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	299.38	
2074/AUG'16		000230		00	07/27/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	271.92	
2074/AUG'16		000233		00	07/27/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	1,108.56	
2074/AUG'16		000235		00	07/27/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
2074/AUG'16		000238		00	07/27/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
2074/AUG'16		000222		00	07/27/2016	001-1200-888.30-90	CALPERS INSURANCE PREMIUM	285.37	
2074/AUG'16		000234		00	07/27/2016	001-1200-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
2074/AUG'16		000224		00	07/27/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	149.69	
2074/AUG'16		000231		00	07/27/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	135.96	
2074/AUG'16		000225		00	07/27/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	149.68	
2074/AUG'16		000232		00	07/27/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	135.95	
2074/AUG'16		000239		00	07/27/2016	001-2200-888.10-10	CALPERS INSURANCE PREMIUM	1,087.66	
2074/AUG'16		000236		00	07/27/2016	001-2510-888.15-40	CALPERS INSURANCE PREMIUM	652.60	
2074/AUG'16		000228		00	07/27/2016	003-0900-888.15-40	CALPERS INSURANCE PREMIUM	543.83	
2074/AUG'16		000227		00	07/27/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
2074/AUG'16		000229		00	07/27/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	594.46	
2074/AUG'16		000226		00	07/27/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	566.53	
2074/AUG'16		000237		00	07/27/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	435.06	
2074/AUG'16		000221		00	07/27/2016	575-0000-217.10-00	CALPERS INSURANCE PREMIUM	83,154.26	
							VENDOR TOTAL *	92,340.69	
0003372	00	CHARLIE'S FENCE COMPANY							
05670381		PI0215	160731	00	07/27/2016	001-8400-888.80-40	FACILITY SERVICES	7,837.50	
05670383		PI0214	160728	00	07/27/2016	071-7100-888.80-40	CONSTRUCTION SERVICES	20,662.50	
							VENDOR TOTAL *	28,500.00	
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.							
196889		PI0302	160460	00	07/27/2016	001-8400-888.54-90	LANDSCAPE SERVICES	544.43	
196890		PI0303	160460	00	07/27/2016	001-8400-888.44-45	LANDSCAPE NURSERY MAT'L	275.00	
193735		PI0356	160270	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	92.29	
193738		PI0357	160270	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	47.06	
195758		PI0371	160268	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	8,411.12	
196891		PI0382	160270	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	540.00	
196893		PI0473	160270	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	897.00	
196893		007012		00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	208.44	
195758		PI0372	160268	00	07/27/2016	031-8400-888.50-10	LANDSCAPE SERVICES	2,236.87	
195758		PI0373	160268	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	46,873.75	
196481		PI0381	160270	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	152.37	
196897		PI0387	160270	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	2,586.64	
196537		PI0472	160270	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	606.98	
196537		007011		00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	281.02	
195758		PI0374	160268	00	07/27/2016	050-8400-888.50-10	LANDSCAPE SERVICES	6,705.10	
196480		PI0380	160270	00	07/27/2016	050-8400-888.50-10	LANDSCAPE SERVICES	145.81	
196894		PI0384	160270	00	07/27/2016	050-8400-888.50-10	LANDSCAPE SERVICES	1,703.68	
195758		PI0375	160268	00	07/27/2016	061-8400-888.50-10	LANDSCAPE SERVICES	2,505.36	
195758		PI0376	160268	00	07/27/2016	071-8400-888.50-10	LANDSCAPE SERVICES	24,989.42	
195758		PI0377	160268	00	07/27/2016	073-8400-888.50-10	LANDSCAPE SERVICES	5,139.61	
196892		PI0383	160270	00	07/27/2016	073-8400-888.50-10	LANDSCAPE SERVICES	892.56	
196895		PI0385	160270	00	07/27/2016	073-8400-888.50-10	LANDSCAPE SERVICES	1,600.90	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.							
196896		PI0386	160270	00	07/27/2016	073-8400-888.50-10	LANDSCAPE SERVICES	2,989.00	
196892		006940		00	07/27/2016	073-8400-888.50-10	LANDSCAPE SERVICES	515.94	
195758		PI0378	160268	00	07/27/2016	123-8400-888.50-10	LANDSCAPE SERVICES	65.11	
195758		PI0379	160268	00	07/27/2016	124-8400-888.50-10	LANDSCAPE SERVICES	653.40	
195773		PI0389	160274	00	07/27/2016	500-8113-888.31-90	LANDSCAPE SERVICES	676.00	
195759		006962		00	07/27/2016	659-8400-888.50-10	LANDSCAPE SERVICES	4,090.00	
							VENDOR TOTAL *	116,424.86	
0005776	00	DIGITAL NETWORKS GROUP, INC.							
01/14003		PI0418	160708	00	07/27/2016	399-7100-888.80-50	FACILITY SERVICES	26,030.00	
							VENDOR TOTAL *	26,030.00	
0000011	00	EXCEL LANDSCAPE, INC.							
87904		PI0414	160537	00	07/27/2016	001-2510-888.50-10	LANDSCAPE SERVICES	440.19	
87668		PI0421	160267	00	07/27/2016	001-2510-888.50-10	LANDSCAPE SERVICES	3,646.00	
87668		PI0422	160267	00	07/27/2016	001-8400-888.50-10	LANDSCAPE SERVICES	5,130.00	
87778		006971		00	07/27/2016	031-7100-888.80-40	LANDSCAPE SERVICES	3,255.00	
87815		PI0393	160278	00	07/27/2016	031-8400-888.50-10	LANDSCAPE SERVICES	1,170.00	
87799		PI0412	160537	00	07/27/2016	031-8400-888.50-10	LANDSCAPE SERVICES	108.06	
87800		PI0413	160537	00	07/27/2016	031-8400-888.50-10	LANDSCAPE SERVICES	576.00	
87668		PI0423	160267	00	07/27/2016	031-8400-888.50-10	LANDSCAPE SERVICES	3,480.00	
87840		PI0415	160658	00	07/27/2016	040-7100-888.80-40	LANDSCAPE SERVICES	9,270.00	
87579		PI0390	160278	00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	277.32	
87668		PI0424	160267	00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	17,468.81	
87579		006943		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	79.77	
87819		006944		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	328.42	
87895		006945		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	194.04	
87612		006966		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	184.68	
87616		006967		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	182.53	
87619		006968		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	980.00	
87824		006969		00	07/27/2016	040-8400-888.50-10	LANDSCAPE SERVICES	684.18	
87749		PI0391	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	343.41	
87817		PI0394	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	1,641.38	
87819		PI0395	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	263.59	
87895		PI0396	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	262.45	
87900		PI0397	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	395.93	
87903		PI0398	160278	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	298.61	
87668		PI0425	160267	00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	32,462.65	
87817		006941		00	07/27/2016	045-8400-888.50-10	LANDSCAPE SERVICES	1,118.62	
87779		PI0392	160278	00	07/27/2016	121-8400-888.50-10	LANDSCAPE SERVICES	2,990.00	
87908		PI0399	160278	00	07/27/2016	121-8400-888.50-10	LANDSCAPE SERVICES	234.45	
87668		PI0426	160267	00	07/27/2016	121-8400-888.50-10	LANDSCAPE SERVICES	4,915.00	
87908		006942		00	07/27/2016	121-8400-888.50-10	LANDSCAPE SERVICES	2,735.55	
87909		006970		00	07/27/2016	121-8400-888.50-10	LANDSCAPE SERVICES	387.00	
							VENDOR TOTAL *	95,503.64	
0006850	00	GAMETIME C/O GREAT WESTERN RECREATN							
1606031		PI0474	160679	00	07/27/2016	001-7100-888.80-40	PRKS/LNDSPS/EQUIP SUPPLY	26,983.75	
							VENDOR TOTAL *	26,983.75	
0000478	00	MONTE VISTA WATER DISTRICT							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000478	00	MONTE VISTA WATER DISTRICT							
CH 2016-12		007004		00	07/27/2016	500-8113-888.60-10	WATER DELIVERIES:JUN'16	631,735.20	
CHC 2017-Q1		000178		00	07/27/2016	500-8113-888.60-11	QUARTERLY CAPACITY CHARGE	89,677.00	
							VENDOR TOTAL *	721,412.20	
0007291	00	SEQUEL CONTRACTORS, INC.							
06/RETENTION		000200	160416	00	07/27/2016	017-0000-228.20-00	FINAL RETENTION PAYMENT	6,577.30	
06/RETENTION		000201	160416	00	07/27/2016	399-0000-228.20-00	FINAL RETENTION PAYMENT	39,879.92	
							VENDOR TOTAL *	46,457.22	
0000033	00	SUNGARD PUBLIC SECTOR, INC.							
120438		PI0436	170260	00	07/27/2016	552-2520-888.31-10	COMPUTER MAINT./REPAIRS	63,500.00	
120438A		PI0437	170261	00	07/27/2016	552-2520-888.31-10	COMPUTER MAINT./REPAIRS	5,000.00	
120438		000140		00	07/27/2016	552-2520-888.31-10	COMPUTER MAINT./REPAIRS	2,499.94	
120438A		000141		00	07/27/2016	552-2520-888.31-10	COMPUTER MAINT./REPAIRS	123.52	
							VENDOR TOTAL *	71,123.46	
0001641	00	WEST COAST ARBORISTS, INC.							
114563		PI0355	160486	00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	40,920.00	
116102		PI0358	160486	00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	7,280.00	
116615		PI0359	160264	00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	19,795.00	
116879		PI0363	160264	00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	1,006.00	
116884		PI0409	160486	00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	216.00	
116879		006946		00	07/27/2016	001-8400-888.50-12	LANDSCAPE SERVICES	8.00	
116101		PI0417	160670	00	07/27/2016	010-7100-888.80-40	LANDSCAPE SERVICES	4,860.00	
116877		PI0361	160264	00	07/27/2016	031-8400-888.50-12	LANDSCAPE SERVICES	1,400.00	
116880		PI0364	160264	00	07/27/2016	033-8300-888.50-12	LANDSCAPE SERVICES	3,090.00	
116881		PI0365	160264	00	07/27/2016	040-8400-888.50-12	LANDSCAPE SERVICES	3,401.00	
116881		006947		00	07/27/2016	040-8400-888.50-12	LANDSCAPE SERVICES	39.00	
116876		PI0360	160264	00	07/27/2016	045-8400-888.50-12	LANDSCAPE SERVICES	4,620.00	
116883		PI0367	160264	00	07/27/2016	061-8400-888.50-12	LANDSCAPE SERVICES	395.00	
116878		PI0362	160264	00	07/27/2016	071-8400-888.50-12	LANDSCAPE SERVICES	1,740.00	
116882		PI0366	160264	00	07/27/2016	073-8400-888.50-12	LANDSCAPE SERVICES	1,925.00	
							VENDOR TOTAL *	90,695.00	
0007442	00	WOODBRIDGE PACIFIC GROUP							
01		007010		00	07/27/2016	399-7100-888.82-10	ENGINEERING SERVICES	46,079.31	
							VENDOR TOTAL *	46,079.31	
							TOTAL EXPENDITURES ****	1,361,550.13	
							GRAND TOTAL **********		1,361,550.13

ITEMS EXCEEDING $25,000.00

PREPARED 08/01/2016, 9:25:11
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 08/03/2016 PAYMENT DATE: 08/03/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000409	00	INLAND EMPIRE UTILITIES AGENCY							
90018423		000267		00	08/03/2016	501-8120-888.31-65	EDU/OPERATIONS&MAINT:JUN6	392,092.98	
							VENDOR TOTAL *	392,092.98	
0007292	00	RICH CONSTRUCTION, INC.							
03/062916		PI0475	160598	00	08/03/2016	399-7100-888.84-10	ENGINEERING SERVICES	249,655.62	
86889-536025		UT		00	08/03/2016	500-0000-115.00-00	RFND:TEMPORARY WATER SVC	1,035.61	
							VENDOR TOTAL *	250,691.23	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.							
15800/AUG'16		000287		00	08/03/2016	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT	1,009,783.00	
15713/4TH QTR		000361		00	08/03/2016	001-6000-888.31-70	OVERTIME CHGS:APR-JUN'16	171,894.83	
15728/4TH QTR		000362		00	08/03/2016	001-6000-888.31-70	OVERTIME CHGS:APR-JUN'16	913.14	
15729/4TH QTR		000363		00	08/03/2016	001-6000-888.31-70	PERSONNEL CREDITS:FY15/16	102,628.80-	
							VENDOR TOTAL *	1,079,962.17	
0000608	00	SBCERA							
PP 16/16		PR0803		00	08/03/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	261.44	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	145,420.59	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	14,041.34	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-10	NON-RFNDBL GEN MBR CONTRB	22,333.61	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,019.38	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	4,440.84	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,377.87	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	10,305.33	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	261.44	
PP 16/16		PR0803		00	08/03/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
							VENDOR TOTAL *	209,680.22	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.							
2308456300/JUL6000357				00	08/03/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	1,776.28	
2360917934/JUL6000359				00	08/03/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	4,668.84	
2305147175/JUL6000366				00	08/03/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	8,347.70	
2333439354/JUL6000368				00	08/03/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	248.38	
2270597602/JUL6000360				00	08/03/2016	001-8400-888.60-15	ELECTRIC/STREET LITE BILL	843.43	
2288984479/JUL6000365				00	08/03/2016	003-0950-888.60-15	ELECTRIC/STREET LITE BILL	453.13	
2264091158/JUL6000356				00	08/03/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	13,363.24	
2309689214/JUL6000367				00	08/03/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	25.69	
2288984479/JUL6000364				00	08/03/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	300.00	
2264091158/JUL6000355				00	08/03/2016	123-8400-888.60-20	ELECTRIC/STREET LITE BILL	118.04	
2319883567/JUL6000358				00	08/03/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	235.67	
							VENDOR TOTAL *	30,380.40	
							TOTAL EXPENDITURES ****	1,962,807.00	
							GRAND TOTAL **********		1,962,807.00

Outgoing Wire Transfers Over $25,000

From 7/7/16 to 8/3/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	7/13/2016	575-0000-218-1000	P/R Tax Transfer - Federal	62,085.61
Federal EFTPS	7/27/2016	575-0000-218-2000	P/R Tax Transfer - Federal	64,662.85
			Vendor Total *	**126,748.46**
			Grand Total Transfers Over $25,000 **********	**126,748.46**

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Meeting Date: September 13, 2016

Item No.: 9

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

September 6, 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 August 23, 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 2016/2017.

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: 09/13/16
PERIOD TO COVER: 07/27/16 – 08/23/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
		NOTHING TO REPORT		

*Details on expenses are maintained in the Finance Department.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 10

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MONTHLY FINANCIAL REPORT

RECOMMENDATION:

Receive and file the Financial Report for July 2016.

BACKGROUND/ANALYSIS:

The Financial Report for July 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:

Konradt Bartlam, City Manager

Recommended by:

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 July 31, 2016

Month: 1

	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										
REVENUES										
Property taxes	4,816,000	4,816,000	401,333	-	(401,333)	(100.00%)	(1)	-	-	N/A
Property taxes-Triple Flip	-	-	-	-	-	N/A	(17)	-	-	N/A
Property taxes-VLF Swap	7,396,100	7,396,100	616,342	-	(616,342)	(100.00%)	(1)	-	-	N/A
Sales taxes	7,928,400	7,928,400	660,700	-	(660,700)	(100.00%)	(2)	-	-	N/A
Other taxes	1,537,800	1,537,800	128,150	9,743	(118,407)	(92.40%)	(2)	8,285	1,458	17.60%
Total taxes	21,678,300	21,678,300	1,806,525	9,743	(1,796,782)	(99.46%)		8,285	1,458	17.60%
Motor vehicle in-lieu fees	31,300	31,300	2,608	-	(2,608)	(100.00%)	(2)	-	-	N/A
Fines and Penalties	488,600	488,600	40,717	24,309	(16,407)	(40.30%)	(2)	31,252	(6,943)	(22.21%)
Interest income and franchise fees	3,537,300	3,537,300	294,775	47,196	(247,579)	(83.99%)	(3)	46,663	533	1.14%
Engineering Fee	1,846,200	1,846,200	153,850	101,953	(51,897)	(33.73%)	(4)	142,968	(41,015)	(28.69%)
Cost reimbursements	496,700	496,700	41,392	73,624	32,232	77.87%	(5)	69,285	4,339	6.26%
Other revenues	10,031,200	10,031,200	835,933	12,298,263	11,462,330	N/A	(15)	766,571	11,531,692	N/A
Operating transfers	92,200	92,200	7,683	-	(7,683)	(100.00%)	(6)	-	-	N/A
Total revenues	38,201,800	38,201,800	3,183,483	12,555,088	9,371,605	294.38%		1,065,024	11,490,064	1078.85%
EXPENDITURES										
Legislative										
City Council	283,200	283,200	23,600	27,364	(3,764)	(15.95%)	(7)	27,157	(207)	(0.76%)
City Attorney	350,000	350,000	29,167	-	29,167	100.00%	(7)	-	-	N/A
City Clerk	1,261,100	1,261,100	105,092	36,479	68,612	65.29%	(7)	42,461	5,982	14.09%
Contract Services	196,300	196,300	16,358	867	15,492	94.70%	(7)	25,666	24,799	96.62%
City Manager										
Administration	1,888,000	1,888,000	157,333	37,190	120,143	76.36%	(7)	44,248	7,058	15.95%
Public Safety	11,961,900	11,961,900	996,825	1,017,556	(20,731)	(2.08%)		1,035,790	18,234	1.76%
Community Relations	677,300	677,300	56,442	16,954	39,488	69.96%	(7)	17,614	660	3.75%
Human Resources	463,100	463,100	38,592	12,316	26,276	68.09%	(7)	14,195	1,879	13.24%
Risk Management	2,227,700	2,227,700	185,642	1,720,493	(1,534,851)	(826.78%)	(7)	959,086	(761,407)	(79.39%)
Emergency Preparedness	240,800	240,800	20,067	794	19,272	96.04%	(7)	2,752	1,958	71.14%
Code Enforcement	617,700	617,700	51,475	13,671	37,804	73.44%	(7)	17,982	4,311	23.97%
Engineering										
Engineering Administration	1,983,200	1,983,200	165,267	54,297	110,970	67.15%	(7)	63,553	9,256	14.56%

Month: 1	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	2,707,200	2,707,200	225,600	94,028	131,572	58.32%	(7)	75,869	(18,159)	(23.93%)
Non-Departmental	62,500	62,500	5,208	627	4,581	87.96%	(7)	765	138	18.06%
Development Program	834,600	834,600	69,550	8,932	60,618	87.16%	(7)	-	(8,932)	N/A
Public Works										
Administration	1,253,700	1,253,700	104,475	47,473	57,002	54.56%	(7)	39,926	(7,547)	(18.90%)
Facility and Equipment Maintenance	1,938,700	1,938,700	161,558	46,263	115,296	71.36%	(7)	65,734	19,471	29.62%
Other Maintenance	1,473,200	1,473,200	122,767	48,273	74,494	60.68%	(7)	94,155	45,882	48.73%
Interfund Transfers										
Capital Improvement Projects	2,340,200	2,340,200	195,017	194	194,823	99.90%	(6)	4,058	3,864	95.22%
Operating Transfers	5,409,800	5,409,800	450,817	450,817	0	0.00%		422,833	(27,984)	(6.62%)
Total expenditures	38,170,200	38,170,200	3,180,850	3,634,587	(453,737)	(14.26%)		2,953,844	(680,743)	(23.05%)
Net revenues over/(under) expenditures	31,600	31,600	2,633	8,920,501	8,917,868	N/A		(1,888,820)	10,809,321	(572.28%)
LIAB INSURANCE RATE STABILIZATION FUND										
Operating Transfers	-	-	-	-	-	N/A		-	-	N/A
Total revenues	-	-	-	-	-	N/A		-	-	N/A
Expenditures	-	-	-	-	-	N/A		-	-	N/A
Net revenues and expenditures	-	-	-	-	-	N/A		-	-	N/A
RECREATION OPERATIONS FUND										
Revenues	1,381,500	1,381,500	115,125	111,385	(3,740)	(3.25%)		108,232	3,153	2.91%
Operating Transfers	4,762,100	4,762,100	396,842	396,842	(0)	(0.00%)		357,800	39,042	10.91%
Total revenues	6,143,600	6,143,600	511,967	508,226	(3,740)	(0.73%)		466,032	42,194	9.05%
Expenditures	6,143,600	6,143,600	511,967	312,987	198,979	38.87%	(7)	299,987	(13,000)	(4.33%)
Net revenues and expenditures	-	-	-	195,239	195,239	N/A		166,045	29,194	(17.58%)
COMMUNITY DEVELOPMENT OPERATIONS										
Community Development Fees	5,122,500	5,122,500	426,875	329,968	(96,907)	(22.70%)	(4)	262,175	67,793	25.86%
Operating Transfers	-	-	-	-	-	N/A		-	-	N/A
Total revenues	5,122,500	5,122,500	426,875	329,968	(96,907)	(22.70%)		262,175	67,793	25.86%
Expenditures										
Administration	1,358,000	1,358,000	113,167	65,413	47,754	42.20%	(7)	65,940	527	0.80%
Building Services	1,403,700	1,403,700	116,975	41,805	75,170	64.26%	(7)	44,502	2,697	6.06%
Development Services	1,172,400	1,172,400	97,700	35,009	62,691	64.17%	(7)	28,522	(6,487)	(22.74%)
Economic Development	119,200	119,200	9,933	4,800	5,133	51.68%	(7)	8,558	3,758	43.91%
Operating Transfers	-	-	-	-	-	N/A		-	-	0.00%
Total expenditures	4,053,300	4,053,300	337,775	147,026	190,749	56.47%		147,522	496	0.34%
Net revenues and expenditures	1,069,200	1,069,200	89,100	182,942	93,842	105.32%		114,653	68,289	59.56%

Month: 1	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
WATER FUND										
REVENUES										
Water sales	22,873,700	22,873,700	1,906,142	2,655,437	749,295	39.31%	(8)	2,355,105	300,332	12.75%
Other revenue	1,466,400	1,466,400	122,200	25,207	(96,993)	(79.37%)	(3)&(16)	101,572	(76,365)	(75.18%)
Total revenues	24,340,100	24,340,100	2,028,342	2,680,643	652,302	32.16%		2,456,677	223,966	9.12%
EXPENDITURES										
Water costs	10,565,000	10,565,000	880,417	1,014,541	(134,124)	(15.23%)	(10)	962,845	(51,696)	(5.37%)
Power costs	1,100,000	1,100,000	91,667	-	91,667	100.00%	(10)	-	-	N/A
Interfund Transfers	4,764,100	4,764,100	397,008	15,783	381,226	96.02%	(6)	7,719	(8,064)	(104.46%)
Other costs	12,665,500	12,665,500	1,055,458	367,955	687,504	65.14%	(9)	445,319	77,364	17.37%
Total expenditures	29,094,600	29,094,600	2,424,550	1,398,278	1,026,272	42.33%		1,415,883	17,605	1.24%
Net profit (loss)	(4,754,500)	(4,754,500)	(396,208)	1,282,366	1,678,574	423.66%		1,040,794	241,572	23.21%
SEWER FUND										
Revenues	9,027,600	9,027,600	752,300	618,931	(133,369)	(17.73%)	(8)	553,431	65,500	11.84%
Expenditures	8,759,900	8,759,900	729,992	130,249	599,743	82.16%	(7)	196,008	65,759	33.55%
Net profit (loss)	267,700	267,700	22,308	488,683	466,374	2090.58%		357,423	131,260	36.72%
SOLID WASTE FUND										
Revenues	4,910,900	4,910,900	409,242	405,943	(3,299)	(0.81%)		404,339	1,604	0.40%
Expenditures	4,910,900	4,910,900	409,242	-	409,242	100.00%	(11)	-	-	N/A
Net revenues and expenditures	-	-	-	405,943	405,943	N/A		404,339	1,604	0.40%
DEVELOPMENT FUNDS (13)										
Revenues	25,291,200	25,291,200	2,107,600	142,612	(1,964,988)	(93.23%)	(12)	364,218	(221,606)	(60.84%)
Expenditures	14,827,500	14,827,500	1,235,625	(35,609)	1,271,234	102.88%	(12)	49,276	84,885	172.26%
Net revenues and expenditures	10,463,700	10,463,700	871,975	178,221	(693,754)	(79.56%)		314,942	(136,721)	(43.41%)
CONSTRUCTION FUNDS										
Revenues	19,199,500	19,199,500	1,599,958	(6,974)	(1,606,932)	(100.44%)	(6)	86,545	(93,519)	(108.06%)
Expenditures	19,199,500	19,199,500	1,599,958	(6,974)	1,606,932	100.44%	(6)	86,545	93,519	108.06%
Net revenues and expenditures	-	-	-	-	-	0.00%		-	-	0.00%
LANDSCAPE AND LIGHTING DISTRICT FUNDS										
Revenues	8,938,500	8,938,500	744,875	508,630	(236,245)	(31.72%)	(1)	272,882	235,748	86.39%
Expenditures	6,566,200	6,566,200	547,183	731,364	(184,181)	(33.66%)	(6)&(7)	443,321	(288,043)	(64.97%)
Net revenues and expenditure	2,372,300	2,372,300	197,692	(222,734)	(420,425)	212.67%		(170,439)	(52,295)	30.68%
ASSESSMENT DISTRICT FUNDS										
Revenues	404,500	404,500	33,708	35	(33,674)	(99.90%)	(1)&(3)	669	(634)	(94.81%)
Expenditures	725,500	725,500	60,458	11,599	48,860	80.82%	(6)&(7)	1,642	(9,957)	(606.37%)
Net revenues and expenditures	(321,000)	(321,000)	(26,750)	(11,564)	15,186	(56.77%)		(973)	(10,591)	N/A

Month: 1

	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
COMMUNITY FACILITIES										
DISTRICTS FUNDS										
Revenues	8,575,600	8,575,600	714,633	1,758	(712,876)	(99.75%)	(1)&(3)	16,357	(14,599)	(89.25%)
Expenditures	11,120,200	11,120,200	926,683	75,404	851,280	91.86%	(6)&(7)	35,908	(39,496)	(109.99%)
Net revenues and expenditures	(2,544,600)	(2,544,600)	(212,050)	(73,646)	138,404	65.27%		(19,551)	(54,095)	(276.69%)
MISCELLANEOUS FUNDS (14)										
Revenues	14,956,500	14,956,500	1,246,375	1,488,567	242,192	19.43%	(2)	488,444	1,000,123	204.76%
Expenditures	13,879,900	13,879,900	1,156,658	236,777	919,881	79.53%	(6)	333,069	96,292	28.91%
Net revenues and expenditures	1,076,600	1,076,600	89,717	1,251,790	1,162,073	N/A		155,375	1,096,415	705.66%

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, gas 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. Proceeds from Sale of Founders Drive property - $11.85 Million.

16. Chino Basin Desalter Authority Rebate budgeted for $650,000, typically received around February or March.

17. Triple Flip program ended in Fiscal Year 2015-2016. Line item left for comparison purposes.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 11

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: TREASURER'S REPORT FOR JULY 2016

RECOMMENDATION:

Approve the Treasurer's Report for July 2016.

BACKGROUND/ANALYSIS:

The Treasurer's Report for July 2016 may be seen in Exhibit A (attached). The amount of cash and investments for all funds amounts to $183,297,931.51.

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 six months ending January 31, 2017. 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

KB:JRL:PA:EC:dk

Attachments

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

I. Funds Held by City and Fiscal Agents:

A. Funds Held by City:

Investments	Cost	Market Value
Citizens Business Bank- Certificate of Deposit	456,217.99	456,217.99
Los Angeles County Pooled Funds of Investments (LACPFI)	28,278,199.92 (3)	(1)
State of California Local Agency Investment Fund (LAIF)	1,065,568.67	(1)
US Bank/Chandler Asset Management	141,483,390.45	143,384,214.89
Total Investments	171,283,377.03	(2)
Cash		
Citizens Business Bank - Checking	1,791,810.21	1,791,810.21
Citizens Business Bank - Payroll	10,000.00	10,000.00
Wells Fargo Bank - Credit Card	240,744.40	240,744.40
Total Cash in Bank	2,042,554.61	2,042,554.61
Petty Cash	3,250.00	3,250.00
Total Cash	2,045,804.61	2,045,804.61
Total Funds Held by City	173,329,181.64	(2)
B. Funds Held by Fiscal Agents:		
U.S. Bank	9,968,749.87	9,968,749.87
Total Funds Held by Fiscal Agents	9,968,749.87	9,968,749.87
Total Funds Held by City and Fiscal Agents	$ 183,297,931.51	$ (2)

II. Estimated Composite Investment Earnings Rate: 1.34%

(Estimated Investment Earnings Rate for LACPFI: 0.95%;
Estimated Investment Earnings Rate for LAIF : 0.55% ; Actual
Purchase Yield-to-Maturity Rate for Chandler Asset Management: 1.42%)

III. Cash Flow Transactions by Major Fund Types:

Fund	Beginning Cash Balance 07/01/16	Cash Receipts	Cash Disbursements	Ending Cash Balance 07/31/16
General Fund	$ 37,536,762.86	$ 13,316,291.43	(15,878,187.90)	$ 34,974,866.39
Recreation Fund	424,592.63	509,059.68	(539,698.89)	393,953.42
Comm Dev Fund	176,965.54	330,350.09	(284,318.87)	222,996.76
Water Funds	54,213,081.18	2,592,603.57	(2,907,547.81)	53,898,136.94
Sewer Funds	10,372,775.58	12,179,894.68	(650,053.58)	21,902,616.68
Parks & Landscape	4,071,864.94	575,821.79	(1,195,850.45)	3,451,836.28
Development Funds	13,539,904.16	14,955.35	(11,399.79)	13,543,459.72
Comm. Facilities Dist.	32,316,559.60	99,626.31	(83,287.25)	32,332,898.66
Assessment Districts	1,220,344.22	2,412.02	(12,418.03)	1,210,338.21
Miscellaneous Funds	20,505,350.55	3,584,940.09	(2,723,462.19)	21,366,828.45
Total	$ 174,378,201.26	$ 33,205,955.01	$ (24,286,224.76)	$ 183,297,931.51

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

IV Funds Held by Deferred Compensation Providers -

		Market Value
VOYA Life Insurance and Annuity Company	$	(4)
ICMA		8,238,372.76
Total Funds Held by Deferred Compensation Providers	$	(4)

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 the investments reported in the Treasurer's Report comply with the City's Investment Policy that sufficient liquidity, as well as sufficient anticipated revenues, are available to meet the City's budgeted expenditure requirements for the six months ending January 31, 2017.

Judy R Lancaster

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
Funds Held by City:											
Beginning Book Balance @7/01/16	37,536,762.86	424,592.63	176,965.54	51,586,259.75	10,372,775.58	4,071,864.94	13,539,904.16	25,325,132.34	869,843.04	20,505,350.55	164,409,451.39
Cash Receipts	13,315,842.93	509,059.68	330,350.09	2,592,603.57	12,179,894.68	575,821.79	14,955.35	98,857.56	2,412.02	3,584,940.09	33,204,737.76
Cash Disbursements	(15,878,187.90)	(539,698.89)	(284,318.87)	(2,907,547.81)	(650,053.58)	(1,195,850.45)	(11,399.79)	(82,518.50)	(12,418.03)	(2,723,462.19)	(24,285,456.01)
Journal Entries For Month	415.00										415.00
Ending Book Balance @7/31/16	34,974,832.89	393,953.42	222,996.76	51,271,315.51	21,902,616.68	3,451,836.28	13,543,459.72	25,341,471.40	859,837.03	21,366,828.45	173,329,148.14
Reconciling Transactions	33.50										33.50
Ending Bank Balance Funds Held by City	34,974,866.39	393,953.42	222,996.76	51,271,315.51	21,902,616.68	3,451,836.28	13,543,459.72	25,341,471.40	859,837.03	21,366,828.45	173,329,181.64
Funds Held by Fiscal Agent:											
Beginning Book Balance @7/01/16	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	6,991,427.26	350,501.18	0.00	9,968,749.87
Cash Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	768.75	0.00	0.00	768.75
Cash Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(768.75)	0.00	0.00	(768.75)
Journal Entries For Month											0.00
Ending Book Balance @7/31/16	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	6,991,427.26	350,501.18	0.00	9,968,749.87
Reconciling Transactions								0.00			0.00
Ending Bank Balance Funds Held by F/A	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	6,991,427.26	350,501.18	0.00	9,968,749.87
Summary of Cash Balances:											
Beginning Cash Balance											
Funds Held by City	37,536,762.86	424,592.63	176,965.54	51,586,259.75	10,372,775.58	4,071,864.94	13,539,904.16	25,325,132.34	869,843.04	20,505,350.55	164,409,451.39
Funds Held by Fiscal Agent	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	6,991,427.26	350,501.18	0.00	9,968,749.87
Total Beginning Cash Balance	37,536,762.86	424,592.63	176,965.54	54,213,081.18	10,372,775.58	4,071,864.94	13,539,904.16	32,316,559.60	1,220,344.22	20,505,350.55	174,378,201.26
Ending Cash Balance											
Funds Held by City	34,974,866.39	393,953.42	222,996.76	51,271,315.51	21,902,616.68	3,451,836.28	13,543,459.72	25,341,471.40	859,837.03	21,366,828.45	173,329,181.64
Funds Held by Fiscal Agent	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	6,991,427.26	350,501.18	0.00	9,968,749.87
Total Ending Cash Balance	34,974,866.39	393,953.42	222,996.76	53,898,136.94	21,902,616.68	3,451,836.28	13,543,459.72	32,332,898.66	1,210,338.21	21,366,828.45	183,297,931.51

Balance Sheet Detail Activity By Fund

July 1, 2016 - 13th Period 2016

Fiscal Year: 2016
Fund Class: TT15 TTC-ICG LAPIF

Fiscal Period: 13
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							
						28,558,755.26	0.00	0.00	28,558,755.26
		Total for 1000 Cash				**$28,558,755.26**	**$0.00**	**$0.00**	**$28,558,755.26**
	Total for 100 Cash					**$28,558,755.26**	**$0.00**	**$0.00**	**$28,558,755.26**
Total for 1A Pooled Cash & Investments						**$28,558,755.26**	**$0.00**	**$0.00**	**$28,558,755.26**
1J Other Receivables & Loans Receivable-Short Term									
	125 Interest Receivable								
		1450 AC-Interest Receivable							
						0.00	0.00	0.00	0.00
			07/01/2016	JVA AC IA0616P0027 96	TO POST THE INTEREST ACCRUALS FOR YEAR ENDING June 30, 2016	0.00	51,652.53	0.00	51,652.53
		Total for 1450 AC-Interest Receivable				**$0.00**	**$51,652.53**	**$0.00**	**$51,652.53**
	Total for 125 Interest Receivable					**$0.00**	**$51,652.53**	**$0.00**	**$51,652.53**
Total for 1J Other Receivables & Loans Receivable-Short Term						**$0.00**	**$51,652.53**	**$0.00**	**$51,652.53**
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
			07/01/2016	JVA AC PIA06160027 42	INTEREST ALLOCATION FOR THE MONTH ENDING June 30, 2016	0.00	19,444.66	0.00	19,444.66
		Total for 1599 Due From Other Funds-Year End				**$0.00**	**$19,444.66**	**$0.00**	**$19,444.66**
	Total for 141 Due From Other Funds-Year End					**$0.00**	**$19,444.66**	**$0.00**	**$19,444.66**
Total for 1L Due From Other Funds						**$0.00**	**$19,444.66**	**$0.00**	**$19,444.66**
Total for Asset						**$28,558,755.26**	**$71,097.19**	**$0.00**	**$28,629,852.45**
Equity									
3E Fund Balance									
	330 Fund Balance-Available								
		3301 Other Fund Balance Available							
						(28,558,755.26)	0.00	0.00	(28,558,755.26)

Balance Sheet Detail Activity By Fund

July 1, 2016 - 13th Period 2016

Fiscal Year: 2016
Fund Class: TT15 TTC-ICG LAPIF

Fiscal Period: 13
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							
			07/01/2016	JVA AC IA0616P0027 95	TO POST THE INTEREST ACCRUALS FOR YEAR ENDING June 30, 2016	0.00	0.00	(51,652.53)	(28,610,407.79)
			07/01/2016	JVA AC PIA06160027 41	INTEREST ALLOCATION FOR THE MONTH ENDING June 30, 2016	0.00	0.00	(19,444.66)	(28,629,852.45)
		Total for 3301 Other Fund Balance Available				($28,558,755.26)	**$0.00**	($71,097.19)	($28,629,852.45)
	Total for 330 Fund Balance-Available					($28,558,755.26)	**$0.00**	($71,097.19)	($28,629,852.45)
Total for 3E Fund Balance						($28,558,755.26)	**$0.00**	($71,097.19)	($28,629,852.45)
Total for Equity						($28,558,755.26)	**$0.00**	($71,097.19)	($28,629,852.45)
Total for T1R Chino Hills						**$0.00**	**$71,097.19**	($71,097.19)	**$0.00**
Total for TT15 TTC-ICG Los Angeles County Pool Investment Fund						**$0.00**	**$71,097.19**	($71,097.19)	**$0.00**

Balance Sheet Detail Activity By Fund

July 1, 2016 - July 31, 2016

Fiscal Year: 2017
Fund Class: TT15 TTC-ICG LAPIF

Fiscal Period: 1
Fund: T1R Chino Hiils

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							
						0.00	0.00	0.00	0.00
			07/01/2016	JVDTF AC 17000125008 49	JVDTFAC1700012500849	0.00	19,444.66	0.00	19,444.66
			07/07/2016	JVW TT IP17-002 1	Pooled Investment Funds	0.00	0.00	(2,000,000.00)	(1,980,555.34)
			07/15/2016	DP TT INV17000017 1	Deposit to Pooled Investment Funds	0.00	10,000,000.00	0.00	8,019,444.66
			07/18/2016	JVW TT IP17-017 1	Pooled Investment Funds	0.00	0.00	(10,000,000.00)	(1,980,555.34)
			07/26/2016	DP TT INV17000029 1	Deposit to Pooled Investment Funds	0.00	1,700,000.00	0.00	(280,555.34)
		Total for 1000 Cash				**$0.00**	**$11,719,444.66**	($12,000,000.00)	($280,555.34)
	Total for 100 Cash					**$0.00**	**$11,719,444.66**	($12,000,000.00)	($280,555.34)
Total for 1A Pooled Cash & Investments						**$0.00**	**$11,719,444.66**	($12,000,000.00)	($280,555.34)
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
			07/01/2016	JVDTF AC 17000125008 50	JVDTFAC1700012500850	0.00	0.00	(19,444.66)	(19,444.66)
		Total for 1599 Due From Other Funds-Year End				**$0.00**	**$0.00**	($19,444.66)	($19,444.66)
	Total for 141 Due From Other Funds-Year End					**$0.00**	**$0.00**	($19,444.66)	($19,444.66)
Total for 1L Due From Other Funds						**$0.00**	**$0.00**	($19,444.66)	($19,444.66)
Total for Asset						**$0.00**	**$11,719,444.66**	($12,019,444.66)	($300,000.00)
Equity									
3E Fund Balance									
	330 Fund Balance-Available								
		3301 Other Fund Balance Available							
						0.00	0.00	0.00	0.00
			07/07/2016	JVW TT IP17-002 1	Pooled Investment Funds	0.00	2,000,000.00	0.00	2,000,000.00

Balance Sheet Detail Activity By Fund

July 1, 2016 - July 31, 2016

Fiscal Year: 2017
Fund Class: TT15 TTC-ICG LAPIF

Fiscal Period: 1
Fund: T1R Chino Hiils

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							
			07/15/2016	DP TT INV17000017 1	Deposit to Pooled Investment Funds	0.00	0.00	(10,000,000.00)	(8,000,000.00)
			07/18/2016	JVW TT IP17-017 1	Pooled Investment Funds	0.00	10,000,000.00	0.00	2,000,000.00
			07/26/2016	DP TT INV17000029 1	Deposit to Pooled Investment Funds	0.00	0.00	(1,700,000.00)	300,000.00
		Total for 3301 Other Fund Balance Available				**$0.00**	**$12,000,000.00**	**($11,700,000.00)**	**$300,000.00**
	Total for 330 Fund Balance-Available					**$0.00**	**$12,000,000.00**	**($11,700,000.00)**	**$300,000.00**
Total for 3E Fund Balance						**$0.00**	**$12,000,000.00**	**($11,700,000.00)**	**$300,000.00**
Total for Equity						**$0.00**	**$12,000,000.00**	**($11,700,000.00)**	**$300,000.00**
Total for T1R Chino Hills						**$0.00**	**$23,719,444.66**	**($23,719,444.66)**	**$0.00**
Total for TT15 TTC-ICG Los Angeles County Pool Investment Fund						**$0.00**	**$23,719,444.66**	**($23,719,444.66)**	**$0.00**

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

www.treasurer.ca.gov/pmia-laif/laif.asp
August 22, 2016

CITY OF CHINO HILLS

FINANCE DIRECTOR
14000 CITY CENTER DRIVE
CHINO HILLS, CA 91709

PMIA Average Monthly Yields

Account Number:
98-36-151

Tran Type Definitions

July 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2016	7/14/2016	QRD	1508429	SYSTEM	1,447.71

Account Summary

Total Deposit:	1,447.71	Beginning Balance:	1,064,120.96
Total Withdrawal:	0.00	Ending Balance:	1,065,568.67

State of California
Pooled Money Investment Account
Market Valuation
7/31/2016

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 11,504,294,495.82	$ 11,533,485,500.00	NA
Notes	$ 21,048,104,424.04	$ 21,068,356,000.00	$ 37,803,907.50
Federal Agency:			
SBA	$ 733,575,756.69	$ 727,232,735.96	$ 465,338.50
MBS-REMICs	$ 58,552,739.48	$ 62,184,419.52	$ 277,184.19
Debentures	$ 1,025,156,399.61	$ 1,025,881,250.00	$ 1,935,332.75
Debentures FR	$ -	$ -	$ -
Discount Notes	$ 7,677,401,847.13	$ 7,687,069,000.00	NA
GNMA	$ -	$ -	$ -
Supranational Debentures	$ 599,982,831.85	$ 601,347,000.00	$ 1,549,653.00
CDs and YCDs FR	$ 400,000,000.00	$ 400,000,000.00	$ 441,349.17
Bank Notes	$ 800,000,000.00	$ 799,626,987.52	$ 1,303,861.11
CDs and YCDs	$ 12,825,007,758.81	$ 12,821,149,153.48	$ 16,550,909.66
Commercial Paper	$ 7,136,668,986.19	$ 7,141,920,902.85	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ -	$ -	$ -
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,330,440,000.00	$ 5,330,440,000.00	NA
AB 55 & GF Loans	502,313,000.00	$ 502,313,000.00	NA
TOTAL	$ 69,641,498,239.62	$ 69,701,005,949.33	$ 60,327,535.88

Fair Value Including Accrued Interest $ 69,761,333,485.21

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

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from July 1, 2016 to July 31, 2016

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

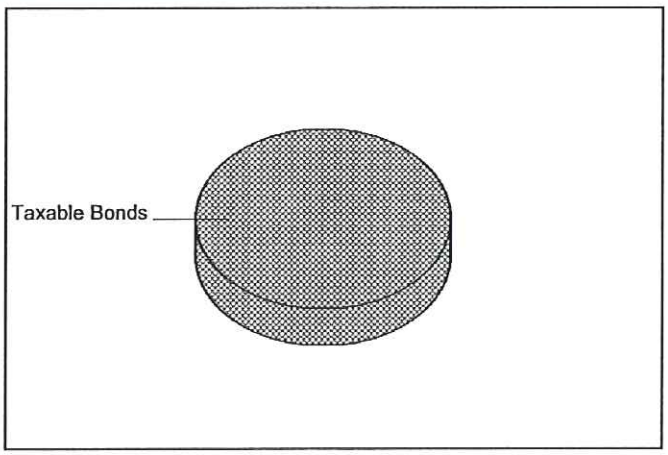
QUESTIONS?

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 07/31/16

	Market Value	% of Total	Est Annual Income
Taxable Bonds	$143,358,132.13	100.0	$1,996,821.76
Cash & Equivalents	$26,082.76	0.0	$1.54
Total Market Value	**$143,384,214.89**	**100.0**	**$1,996,823.30**



ASSET DETAIL

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
700,000.000	John Deere Capital Corp Medium Term Note 1.850 09/15/2016	24422ERF8	$700,910.00 100.130	$721,756.00	1.85	$12,950.00
1,850,000.000	Federal Farm Credit Bks 1.700 10/28/2016	31331JX32	1,855,827.50 100.315	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	1,731,710.25 100.389	1,763,505.45	1.24	21,562.50
335,000.000	Federal Farm Credit Bks 0.660 02/22/2017	3133ECG99	335,371.85 100.111	335,020.10	0.66	2,211.00
1,750,000.000	F N M A 1.125 04/27/2017	3135G0JA2	1,757,332.50 100.419	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	682,418.25 101.099	691,260.75	2.27	15,525.00

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ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
2,250,000.000	F H L M C M T N 1.250 05/12/2017	3137EADF3	2,261,947.50 100.531	2,296,620.00	1.24	28,125.00
360,000.000	Pfizer Inc 1.100 05/15/2017	717081DJ9	360,244.80 100.068	359,683.20	1.10	3,960.00
1,100,000.000	Berkshire Hathaway Fin 1.600 05/15/2017	084664BS9	1,106,369.00 100.579	1,103,630.00	1.59	17,600.00
800,000.000	Walt Disney Company The Medium Term Note 0.875 05/30/2017	25468PCZ7	800,792.00 100.099	800,664.00	0.87	7,000.00
2,250,000.000	Federal Home Loan Bks 1.000 06/09/2017	313379FW4	2,256,502.50 100.289	2,264,737.50	1.00	22,500.00
1,750,000.000	U S Treasury Note 0.500 07/31/2017	912828TG5	1,748,215.00 99.898	1,724,848.30	0.50	8,750.00
25,554.670	John Deere Owner Trust A B S Ser 2013 B Cl A3 0.870 08/15/2017	477879AC4	25,552.63 99.992	25,551.18	0.87	222.33
1,350,000.000	F H L M C M T N 1.000 09/29/2017	3137EADL0	1,354,833.00 100.358	1,350,780.30	1.00	13,500.00
1,770,000.000	Oracle Corp 1.200 10/15/2017	68389XAN5	1,777,469.40 100.422	1,755,367.00	1.19	21,240.00
1,715,000.000	Chevron Corp 1.104 12/05/2017	166764AA8	1,716,663.55 100.097	1,701,862.55	1.10	18,933.60
1,375,000.000	Intel Corp 1.350 12/15/2017	458140AL4	1,383,538.75 100.621	1,378,106.50	1.34	18,562.50
386,549.510	Toyota Auto Reveivables Owner Trust A B S Ser 2014 A Cl A3 0.670 12/15/2017	89231MAC9	386,263.46 99.926	386,413.22	0.67	2,589.88
1,775,000.000	F N M A Deb 0.875 12/20/2017	3135G0RT2	1,779,029.25 100.227	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	1,764,459.45 100.539	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	2,225,823.25 100.037	2,198,973.68	0.75	16,687.50
1,700,000.000	IBM Corp 1.125 02/06/2018	459200HZ7	1,707,123.00 100.419	1,694,929.00	1.12	19,125.00
444,339.240	Toyota Auto Receivables Owner Tr A B S Ser 15 C Cl A2A 0.930 02/15/2018	89231TAB6	444,357.01 100.004	444,303.52	0.93	4,132.35
2,225,000.000	F H L M C 0.875 03/07/2018	3137EADP1	2,228,849.25 100.173	2,166,092.75	0.87	19,468.75
384,756.560	Honda Auto Receivables Owner Trust A B S Ser 2014 2 Cl A3 0.770 03/19/2018	43814GAC4	384,556.49 99.948	384,710.32	0.69	2,666.36
645,000.000	Wal Mart Stores Inc 1.125 04/11/2018	931142DF7	648,386.25 100.525	644,406.60	1.12	7,256.25
520,340.570	John Deere Owner Trust C M O Ser 2014 A Cl A3 0.920 04/16/2018	47787VAC5	520,153.25 99.964	520,257.21	0.92	4,787.13
2,200,000.000	Federal Home Loan Bks 1.125 04/25/2018	3130A4GJ5	2,213,552.00 100.616	2,207,218.20	1.12	24,750.00

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ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
1,180,000.000	Pepsico Inc 1.250 04/30/2018	713448CR7	1,187,693.60 100.652	1,179,528.40	1.24	14,750.00
1,800,000.000	Apple Inc 1.000 05/03/2018	037833AJ9	1,803,186.00 100.177	1,783,023.40	1.00	18,000.00
575,000.000	F N M A Deb 0.875 05/21/2018	3135G0WJ8	576,201.75 100.209	560,793.27	0.87	5,031.25
1,900,000.000	U S Treasury Note 1.000 05/31/2018	912828VE7	1,911,210.00 100.590	1,889,564.96	0.99	19,000.00
2,600,000.000	Federal Home Loan Bks 1.250 06/08/2018	313379DT3	2,621,086.00 100.811	2,600,514.00	1.24	32,500.00
610,502.940	Honda Auto Receivables Owner Trust A B S Ser 2014 3 Cl A3 0.880 06/15/2018	43814HAC2	610,362.52 99.977	610,385.17	0.88	5,372.43
1,035,000.000	Honda Auto Receivables Owner T C M O Ser 16 1 Cl A2 1.340 06/18/2018	43814NAB1	1,035,062.10 100.006	1,034,896.60	1.34	13,869.00
2,175,000.000	F N M A 1.125 07/20/2018	3135G0E33	2,190,138.00 100.696	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	1,813,418.10 102.453	1,787,921.40	2.07	37,612.50
2,560,000.000	Tennessee Valley Authority 1.750 10/15/2018	880591EQ1	2,613,504.00 102.090	2,584,996.65	1.71	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	1,030,298.70 100.029	1,031,408.20	1.01	10,403.00
2,300,000.000	U S Treasury Note 1.250 10/31/2018	912828WD8	2,328,037.00 101.219	2,284,484.27	1.23	28,750.00
1,400,000.000	Praxair Inc 1.250 11/07/2018	74005PBH6	1,404,298.00 100.307	1,377,978.00	1.25	17,500.00
961,193.840	John Deere Owner Trust A B S Ser 2014 B Cl A3 1.070 11/15/2018	477877AD6	961,376.47 100.019	961,183.60	1.07	10,284.77
140,000.000	US Bancorp Medium Term Note 1.950 11/15/2018	91159HHE3	142,658.60 101.899	140,296.80	1.91	2,730.00
1,800,000.000	U S Treasury Note 1.250 11/30/2018	912828A34	1,822,716.00 101.262	1,775,771.66	1.23	22,500.00
1,095,000.000	John Deere Capital Corp Medium Term Note 1.950 12/13/2018	24422ESF7	1,117,327.05 102.039	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	1,030,680.00 103.068	1,011,900.00	2.23	23,000.00
1,950,000.000	U S Treasury Note 1.250 01/31/2019	912828SD3	1,975,896.00 101.328	1,927,154.97	1.23	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	1,030,999.10 100.097	1,029,844.26	1.44	14,832.00
1,200,000.000	John Deere Owner Trust C M O Ser 2016 B Cl A2 1.090 02/15/2019	47788NAB4	1,199,928.00 99.994	1,199,926.80	1.09	13,080.00

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ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
2,155,000.000	F N M A 1.875 02/19/2019	3135G0ZA4	2,212,107.50 102.650	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	1,255,050.20 100.004	1,254,807.36	1.04	13,052.01
2,000,000.000	U S Treasury Note 1.375 02/28/2019	912828SH4	2,033,200.00 101.660	1,979,996.92	1.35	27,500.00
1,155,000.000	Cisco Systems Inc 2.125 03/01/2019	17275RAR3	1,186,404.45 102.719	1,159,623.65	2.07	24,543.75
2,900,000.000	F H L M C M T N 1.125 04/15/2019	3137EADZ9	2,920,416.00 100.704	2,916,034.10	1.12	32,625.00
1,700,000.000	US Bancorp Medium Term Note 2.200 04/25/2019	91159HHH6	1,743,741.00 102.573	1,712,152.45	2.14	37,400.00
1,825,000.000	U S Treasury Note 1.250 04/30/2019	912828ST8	1,850,805.50 101.414	1,788,577.40	1.23	22,812.50
2,150,000.000	F H L M C M T N 1.750 05/30/2019	3137EADG1	2,203,664.00 102.496	2,147,365.90	1.71	37,625.00
1,900,000.000	F N M A Deb 1.750 06/20/2019	3135G0ZE6	1,947,443.00 102.497	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	2,248,073.25 101.037	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	1,867,017.90 102.866	1,822,288.25	2.24	41,745.00
1,900,000.000	F N M A 1.750 09/12/2019	3135G0ZG1	1,948,887.00 102.573	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	2,526,750.00 101.070	2,494,100.00	1.24	31,250.00
2,000,000.000	U S Treasury Note 1.000 11/30/2019	912828UB4	2,011,180.00 100.559	1,947,692.25	0.99	20,000.00
1,825,000.000	Wells Fargo Company Medium Term Note 2.150 01/30/2020	94974BGF1	1,861,992.75 102.027	1,821,821.60	2.11	39,237.50
2,400,000.000	U S Treasury Note 1.250 01/31/2020	912828H52	2,432,064.00 101.336	2,375,218.98	1.23	30,000.00
900,000.000	Costco Wholesale Corp 1.750 02/15/2020	22160KAG0	916,803.00 101.867	899,055.00	1.72	15,750.00
2,250,000.000	U S Treasury Note 1.375 03/31/2020	912828J84	2,289,645.00 101.762	2,252,204.80	1.35	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	1,012,848.20 100.282	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	2,584,909.50 101.369	2,525,807.60	1.36	35,062.50
1,730,000.000	Qualcomm Inc 2.250 05/20/2020	747525AD5	1,783,820.30 103.111	1,713,310.25	2.18	38,925.00
2,350,000.000	U S Treasury Note 1.375 05/31/2020	912828VF4	2,391,313.00 101.758	2,323,478.58	1.35	32,312.50
2,500,000.000	Federal Home Loan Bks 1.750 06/12/2020	313383HU8	2,566,175.00 102.647	2,510,425.00	1.70	43,750.00

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from July 1, 2016 to July 31, 2016

ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
2,625,000.000	F N M A Deb 1.500 06/22/2020	3135G0D75	2,671,725.00 101.780	2,626,417.50	1.47	39,375.00
1,750,000.000	State Street Corp 2.550 08/18/2020	857477AS2	1,820,332.50 104.019	1,778,420.00	2.45	44,625.00
2,650,000.000	U S Treasury Note 1.375 10/31/2020	912828L99	2,694,414.00 101.676	2,608,499.12	1.35	36,437.50
675,000.000	Microsoft Corp 2.000 11/03/2020	594918BG8	693,393.75 102.725	674,460.00	1.95	13,500.00
2,700,000.000	F N M A 1.500 11/30/2020	3135G0F73	2,747,628.00 101.764	2,648,970.00	1.47	40,500.00
1,800,000.000	Visa Inc 2.200 12/14/2020	92826CAB8	1,857,834.00 103.213	1,845,865.00	2.13	39,600.00
2,500,000.000	U S Treasury Note 1.375 01/31/2021	912828N89	2,540,425.00 101.617	2,497,566.98	1.35	34,375.00
2,235,000.000	Federal Home Loan Bks 1.375 02/18/2021	3130A7CV5	2,258,579.25 101.055	2,225,970.60	1.36	30,731.25
2,700,000.000	F N M A Deb 1.375 02/26/2021	3135G0J20	2,729,052.00 101.076	2,688,445.80	1.36	37,125.00
1,500,000.000	U S Treasury Note 2.125 02/28/2021	912828B90	1,566,090.00 104.406	1,542,133.94	1.92	30,000.00
1,795,000.000	Exxon Mobil Corporation 2.222 03/01/2021	30231GAV4	1,850,716.80 103.104	1,815,422.45	2.15	39,884.90
950,000.000	U S Treasury Note 1.250 03/31/2021	912828Q37	960,165.00 101.070	957,462.16	1.24	11,875.00
2,875,000.000	F N M A 1.250 05/06/2021	3135G0K69	2,884,803.75 100.341	2,869,786.50	1.25	35,937.50
920,000.000	State Street Corp 1.950 05/19/2021	857477AV5	934,554.40 101.582	919,521.60	1.92	17,940.00
2,800,000.000	Federal Home Loan Bks 1.125 07/14/2021	3130A8QS5	2,789,780.00 99.635	2,778,272.00	1.13	31,500.00
	Total Taxable Bonds		$143,358,132.13	$141,457,307.69		$1,996,821.76
Cash & Equivalents						
26,082.760	First American Government Obligation Fund Cl D	31846V401	26,082.76 1.000	26,082.76	0.01	1.54
	Income Cash		$6,263,851.18	$6,263,851.18		$0.00
	Principal Cash		- $6,263,851.18	- $6,263,851.18		$0.00
	Total Cash & Equivalents		$26,082.76	$26,082.76		$1.54
	Total Investments		$143,384,214.89	$141,483,390.45		$1,996,823.30

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from July 1, 2016 to July 31, 2016

ASSET DETAIL (continued)

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc

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.

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from July 1, 2016 to July 31, 2016

CASH SUMMARY

	Income Cash	Principal Cash	Total
Beginning Cash Balance	**$6,223,904.77**	**- $6,223,904.77**	**$0.00**
Receipts			
Interest	39,946.41	0.00	39,946.41
Miscellaneous Receipts	0.00	10,000,000.00	10,000,000.00
Sales/Maturities	0.00	1,042,664.13	1,042,664.13
Cash Equivalent Sales	0.00	11,098,866.97	11,098,866.97
Total Cash Receipts	**$39,946.41**	**$22,141,531.10**	**$22,181,477.51**
Disbursements			
Trust & Investment Fees	0.00	- 104.17	- 104.17
Miscellaneous Disbursements	0.00	- 8,665.00	- 8,665.00
Purchases	0.00	- 11,066,505.06	- 11,066,505.06
Cash Equivalent Purchases	0.00	- 11,106,203.28	- 11,106,203.28
Total Cash Disbursements	**$0.00**	**- $22,181,477.51**	**- $22,181,477.51**
Ending Cash Balance	**$6,263,851.18**	**- $6,263,851.18**	**$0.00**

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Balance
07/01/16	Beginning Cash Balance	$6,223,904.77	- $6,223,904.77	$0.00
07/01/16	Interest Earned On First Amer Govt Oblig Fund Cl D Interest From 6/1/16 To 6/30/16	5.65		5.65
07/05/16	Matured 700,000 Par Value Of Jpmorgan Chase 3.150% 7/05/16 Trade Date 7/5/16 700,000 Par Value At 100 %		700,000.00	700,005.65
07/05/16	Interest Earned On Jpmorgan Chase 3.150% 7/05/16 0.01575 USD/$1 Pv On 700,000 Par Value Due 7/5/16	11,025.00		711,030.65
07/07/16	Cash Disbursement Paid To Chandler Asset Management, LLC Investment Counsel Fee Mgmt Fees For Pe Ending 6/30/16		- 8,665.00	702,365.65
07/12/16	Interest Earned On F H L M C M T N 0.750% 1/12/18 0.00375 USD/$1 Pv On 2,225,000 Par Value Due 7/12/16	8,343.75		710,709.40
07/12/16	Interest Earned On Toyota Mtr Cred Mtn 1.450% 1/12/18 0.00725 USD/$1 Pv On 1,755,000 Par Value Due 7/12/16	12,723.75		723,433.15
07/14/16	Interest Earned On General Elec CA Mtn 2.300% 1/14/19 0.0115 USD/$1 Pv On 1,000,000 Par Value Due 7/14/16	11,500.00		734,933.15
07/15/16	Interest Earned On Chase Issuance Trust 1.010% 10/15/18 0.000842 USD/$1 Pv On 1,030,000 Par Value Due 7/15/16	866.92		735,800.07
07/15/16	Interest Earned On John Deere Owner 1.070% 11/15/18 $0.00089/Pv On 1,022,102.22 Pv Due 7/15/16	911.38		736,711.45
07/15/16	Paid Down 60,908.38 Par Value Of John Deere Owner 1.070% 11/15/18 Trade Date 7/15/16		60,908.38	797,619.83
07/15/16	Interest Earned On John Deere Owner 0.870% 8/15/17 $0.00073/Pv On 34,536.16 Pv Due 7/15/16	25.04		797,644.87
07/15/16	Paid Down 8,981.49 Par Value Of John Deere Owner 0.870% 8/15/17 Trade Date 7/15/16		8,981.49	806,626.36
07/15/16	Interest Earned On John Deere Owner 0.920% 4/16/18 $0.00077/Pv On 566,182.99 Pv Due 7/15/16	434.07		807,060.43
07/15/16	Paid Down 45,842.42 Par Value Of John Deere Owner 0.920% 4/16/18 Trade Date 7/15/16		45,842.42	852,902.85

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Balance
07/15/16	Interest Earned On John Deere Owner 1.360% 4/15/20 $0.00113/Pv On 1,010,000.00 Pv Due 7/15/16	1,144.67		854,047.52
07/15/16	Interest Earned On Honda Auto 0.880% 6/15/18 $0.00073/Pv On 670,698.79 Pv Due 7/15/16	491.85		854,539.37
07/15/16	Paid Down 60,195.85 Par Value Of Honda Auto 0.880% 6/15/18 Trade Date 7/15/16		60,195.85	914,735.22
07/15/16	Interest Earned On Toyota Auto 0.670% 12/15/17 $0.00056/Pv On 449,567.71 Pv Due 7/15/16	251.01		914,986.23
07/15/16	Paid Down 63,018.2 Par Value Of Toyota Auto 0.670% 12/15/17 Trade Date 7/15/16		63,018.20	978,004.43
07/15/16	Interest Earned On Toyota Auto 0.930% 2/15/18 $0.00077/Pv On 503,991.03 Pv Due 7/15/16	386.39		978,390.82
07/15/16	Paid Down 59,651.79 Par Value Of Toyota Auto 0.930% 2/15/18 Trade Date 7/15/16		59,651.79	1,038,042.61
07/15/16	Interest Earned On Toyota Auto 1.440% 2/15/19 $0.00093/Pv On 1,030,000.00 Pv Due 7/15/16	961.33		1,039,003.94
07/18/16	Interest Earned On Honda Auto 0.693% 3/19/18 $0.00064/Pv On 428,822.56 Pv Due 7/18/16	275.16		1,039,279.10
07/18/16	Paid Down 44,066 Par Value Of Honda Auto 0.693% 3/19/18 Trade Date 7/18/16		44,066.00	1,083,345.10
07/18/16	Interest Earned On Honda Auto 1.340% 6/18/18 $0.00084/Pv On 1,035,000.00 Pv Due 7/18/16	871.13		1,084,216.23
07/19/16	Cash Receipt Incoming Wires Citz Ontario		10,000,000.00	11,084,216.23
07/20/16	Interest Earned On F N M A 1.125% 7/20/18 0.005625 USD/$1 Pv On 2,175,000 Par Value Due 7/20/16	12,234.38		11,096,450.61
07/21/16	Interest Earned On Honda Auto 1.040% 2/21/19 $0.00087/Pv On 1,255,000.00 Pv Due 7/21/16	1,087.67		11,097,538.28
07/25/16	Trust Fees Collected Charged For Period 06/01/2016 Thru 06/30/2016		- 104.17	11,097,434.11

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Balance
07/25/16	Purchased 2,800,000 Par Value Of F H L B Deb 1.125% 7/14/21 Trade Date 7/22/16 Purchased Through Jefferies LLC 2,800,000 Par Value At 99.224 %		- 2,778,272.00	8,319,162.11
07/25/16	Paid Accrued Interest On Purchase Of F H L B Deb 1.125% 7/14/21 Income Debit 962.50- USD	- 962.50		8,318,199.61
07/27/16	Purchased 1,200,000 Par Value Of John Deere Owner 1.090% 2/15/19 Trade Date 7/19/16 Purchased Through Rbc Capital Markets, LLC 1,200,000 Par Value At 99.9939 %		- 1,199,926.80	7,118,272.81
07/27/16	Purchased 800,000 Par Value Of Walt Disney Mtn 0.875% 5/30/17 Trade Date 7/22/16 Purchased Through Wells Fargo Securities, LLC Purchased On The OTC Bulletin Board 800,000 Par Value At 100.083 %		- 800,664.00	6,317,608.81
07/27/16	Paid Accrued Interest On Purchase Of Walt Disney Mtn 0.875% 5/30/17 Income Debit 1,108.33- USD	- 1,108.33		6,316,500.48
07/27/16	Purchased 1,900,000 Par Value Of F N M A 1.250% 5/06/21 Trade Date 7/27/16 Purchased Through Bony/Toronto Dominion Securiti 1,900,000 Par Value At 99.959 %		- 1,899,221.00	4,417,279.48
07/27/16	Paid Accrued Interest On Purchase Of F N M A 1.250% 5/06/21 Income Debit 4,684.03- USD	- 4,684.03		4,412,595.45
07/28/16	Purchased 500,000 Par Value Of Visa Inc 2.200% 12/14/20 Trade Date 7/27/16 Purchased Through Goldman, Sachs & CO. 500,000 Par Value At 102.985 %		- 514,925.00	3,897,670.45
07/28/16	Paid Accrued Interest On Purchase Of Visa Inc 2.200% 12/14/20 Income Debit 1,344.44- USD	- 1,344.44		3,896,326.01
07/29/16	Purchased 2,900,000 Par Value Of F H L M C M T N 1.125% 4/15/19 Trade Date 7/28/16 Purchased Through Morgan Stanley & CO. LLC 2,900,000 Par Value At 100.5529 %		- 2,916,034.10	980,291.91
07/29/16	Paid Accrued Interest On Purchase Of F H L M C M T N 1.125% 4/15/19 Income Debit 11,600.00- USD	- 11,600.00		968,691.91

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Balance
07/29/16	Purchased 950,000 Par Value Of U S Treasury Nt 1.250% 3/31/21 Trade Date 7/28/16 Purchased Through Deutsche Bank Securities, Inc. 950,000 Par Value At 100.785491 %		- 957,462.16	11,229.75
07/29/16	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.250% 3/31/21 Income Debit 3,893.44- USD	- 3,893.44		7,336.31
	Combined Purchases For The Period 7/ 1/16 - 7/31/16 Of First Amer Govt Oblig Fund Cl D		- 11,106,203.28	- 11,098,866.97
	Combined Sales For The Period 7/ 1/16 - 7/31/16 Of First Amer Govt Oblig Fund Cl D		11,098,866.97	0.00
07/31/16	Ending Cash Balance	$6,263,851.18	- $6,263,851.18	$0.00

ACCOUNT NUMBER: 001050981096
CITY OF CHINO HILLS

This statement is for the period from
July 1, 2016 to July 31, 2016

SALE/MATURITY SUMMARY

Trade Date	Asset	Description	Cost Basis	Proceeds	Estimated Gain/Loss
07/05/16	Jpmorgan Chase 3.150% 7/05/16	Matured 700,000	- 733,341.00	700,000.00	- 33,341.00
07/15/16	John Deere Owner 1.070% 11/15/18	Paid Down 60,908.38	- 60,907.73	60,908.38	0.65
07/15/16	John Deere Owner 0.870% 8/15/17	Paid Down 8,981.49	- 8,980.27	8,981.49	1.22
07/15/16	John Deere Owner 0.920% 4/16/18	Paid Down 45,842.42	- 45,835.08	45,842.42	7.34
07/15/16	Honda Auto 0.880% 6/15/18	Paid Down 60,195.85	- 60,184.24	60,195.85	11.61
07/15/16	Toyota Auto 0.670% 12/15/17	Paid Down 63,018.2	- 62,995.98	63,018.20	22.22
07/15/16	Toyota Auto 0.930% 2/15/18	Paid Down 59,651.79	- 59,646.99	59,651.79	4.80
07/18/16	Honda Auto 0.693% 3/19/18	Paid Down 44,066	- 44,060.70	44,066.00	5.30
	Total Assets Disposed	**- Cost Basis**	**- $1,075,951.99**		
		- Proceeds		**$1,042,664.13**	
		- Estimated Gain/Loss			**- $33,287.86**

For information only. Not intended for tax purposes.

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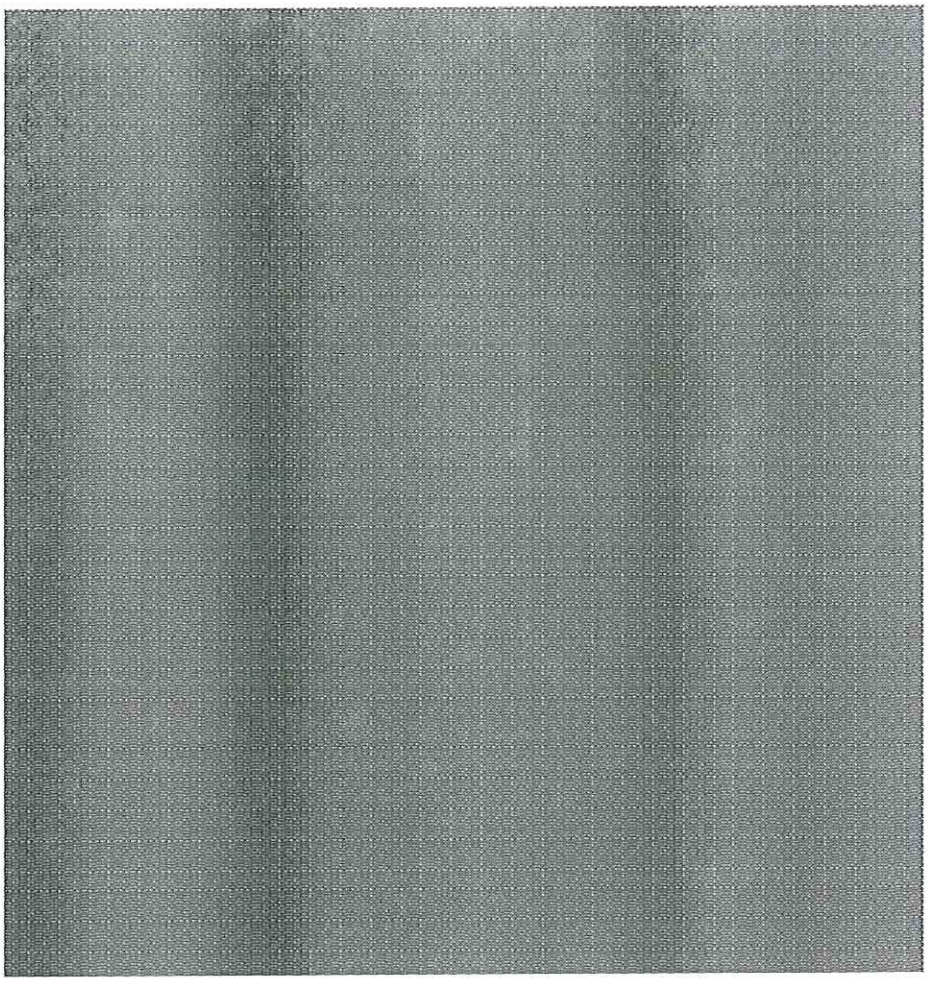

Glossary

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.

usbank.

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-A -211

U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

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

CAM | CHANDLER ASSET MANAGEMENT

Monthly Account Statement

City of Chino Hills

July 1, 2016 through July 31, 2016

Chandler Team
For questions about your account,
please call (800) 317-4747 or
Email 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.

City of Chino Hills
Account #10150

Portfolio Summary

As of 7/31/2016

PORTFOLIO CHARACTERISTICS

Average Duration	2.53
Average Coupon	1.40 %
Average Purchase YTM	1.42 %
Average Market YTM	0.94 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.72 yrs
Average Life	2.61 yrs

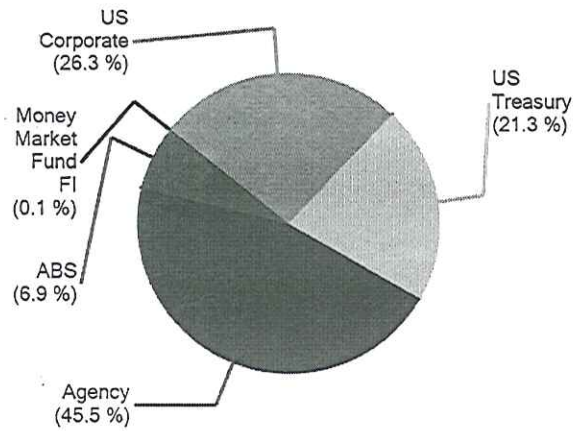
ACCOUNT SUMMARY

	Beg. Values as of 6/30/16	End Values as of 7/31/16
Market Value	133,410,635	143,463,262
Accrued Interest	417,078	455,172
Total Market Value	**133,827,713**	**143,918,434**
Income Earned	156,683	159,790
Cont/WD		9,991,231
Par	131,634,648	141,728,470
Book Value	131,455,790	141,568,716
Cost Value	131,485,501	141,562,540

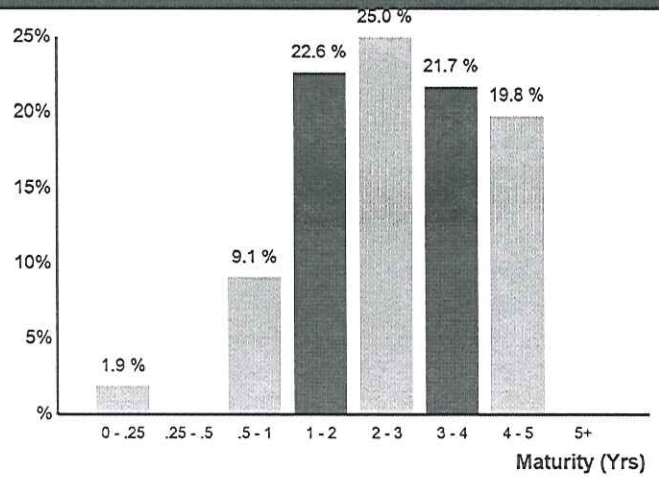
TOP ISSUERS

Issuer	% Portfolio
Government of United States	21.3 %
Federal National Mortgage Assoc	17.5 %
Federal Home Loan Mortgage Corp	14.3 %
Federal Home Loan Bank	10.2 %
John Deere ABS	2.6 %
Honda ABS	2.3 %
State Street Bank	1.9 %
Tennessee Valley Authority	1.8 %
	72.0 %

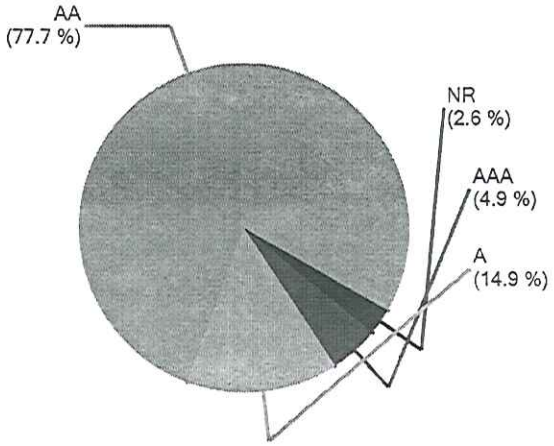
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 7/31/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized 3 Yrs	5 Yrs	10 Yrs	2/28/2011	Since 2/28/2011
City of Chino Hills	0.07 %	0.77 %	2.38 %	2.43 %	1.73 %	1.33 %	N/A	1.39 %	7.78 %
BAML 1-5 Yr US Treasury/Agency Index*	-0.04 %	0.76 %	2.31 %	2.16 %	1.56 %	1.06 %	N/A	1.17 %	6.52 %

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

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

City of Chino Hills
Account #10150

Reconciliation Summary

As of 7/31/2016

BOOK VALUE RECONCILIATION		
Beginning Book Value		**$131,455,789.80**
Acquisition		
+ Security Purchases	$11,066,505.06	
+ Money Market Fund Purchases	$1,185,353.28	
+ Money Market Contributions	$10,000,000.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		$22,251,858.34
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$11,090,097.80	
- MMF Withdrawals	$8,769.17	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturites	$700,000.00	
- Calls	$0.00	
- Principal Paydowns	$342,664.13	
Total Dispositions		$12,141,531.10
Amortization/Accretion		
+/- Net Accretion	$2,598.76	
		$2,598.76
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
Ending Book Value		**$141,568,715.80**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$18,746.45**
Acquisition		
Contributions	$10,000,000.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$142,683.50	
Dividend Received	$5.65	
Principal on Maturities	$700,000.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$342,664.13	
Total Acquisitions	$11,185,353.28	
Disposition		
Withdrawals	$8,769.17	
Security Purchase	$11,066,505.06	
Accrued Interest Paid	$23,592.74	
Total Dispositions	$11,098,866.97	
Ending Book Value		**$105,232.76**

Holdings Report

As of 7/31/16

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
ABS									
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	25,554.67	08/27/2013 0.88 %	25,551.18 25,553.75	99.99 0.95 %	25,552.63 9.88	0.02 % (1.12)	Aaa / NR AAA	1.04 0.10
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	386,549.51	Various 0.71 %	386,413.22 386,517.44	99.93 0.95 %	386,265.01 115.10	0.27 % (252.43)	Aaa / AAA NR	1.38 0.26
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	444,339.24	08/18/2015 0.93 %	444,303.52 444,316.99	100.00 0.91 %	444,356.12 181.69	0.31 % 39.13	Aaa / AAA NR	1.55 0.31
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	384,756.56	05/13/2014 0.78 %	384,710.32 384,744.29	99.95 0.90 %	384,556.49 106.98	0.27 % (187.80)	Aaa / AAA NR	1.63 0.41
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	520,340.57	04/02/2014 0.93 %	520,257.21 520,321.13	99.96 1.02 %	520,152.21 212.76	0.36 % (168.92)	Aaa / NR AAA	1.71 0.39
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	610,502.94	08/12/2014 0.89 %	610,385.17 610,464.28	99.98 0.93 %	610,360.08 238.77	0.42 % (104.20)	NR / AAA AAA	1.87 0.47
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 1,034,915.96	100.01 1.00 %	1,035,059.00 377.49	0.72 % 143.04	NR / AAA AAA	1.88 0.64
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 1,030,997.01	100.03 0.86 %	1,030,296.64 462.36	0.72 % (700.37)	Aaa / AAA AAA	2.21 0.20
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	961,193.84	Various 1.07 %	961,183.60 961,208.98	100.02 1.04 %	961,381.27 457.10	0.67 % 172.29	Aaa / NR AAA	2.29 0.57
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 1,029,918.74	100.10 1.00 %	1,031,001.16 512.71	0.72 % 1,082.42	Aaa / AAA NR	2.55 0.79
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	1,200,000.00	07/19/2016 1.10 %	1,199,926.80 1,199,927.19	99.99 1.10 %	1,199,926.80 145.33	0.83 % (0.39)	Aaa / NR AAA	2.55 1.07
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 1,254,868.95	100.00 1.04 %	1,255,051.45 362.56	0.87 % 182.50	NR / AAA AAA	2.56 0.91
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 1,009,857.09	100.28 1.21 %	1,012,845.17 610.49	0.70 % 2,988.08	Aaa / NR AAA	3.71 1.80
Total ABS		**9,893,237.33**	**1.04 %**	**9,893,528.47 9,893,611.80**	**1.01 %**	**9,896,804.03 3,793.22**	**6.88 % 3,192.23**	**Aaa / AAA Aaa**	**2.32 0.74**
AGENCY									
31331JX32	FFCB Note 1.7% Due 10/28/2016	1,850,000.00	08/10/2012 0.73 %	1,924,536.50 1,854,267.54	100.32 0.39 %	1,855,829.35 8,124.58	1.30 % 1,561.81	Aaa / AA+ AAA	0.24 0.24
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	1,725,000.00	08/08/2012 0.74 %	1,763,505.45 1,729,286.23	100.39 0.47 %	1,731,703.35 59.90	1.20 % 2,417.12	Aaa / AA+ AAA	0.50 0.50
3133ECG99	FFCB Note 0.66% Due 2/22/2017	335,000.00	05/10/2013 0.66 %	335,020.10 335,002.98	100.11 0.46 %	335,370.84 976.53	0.23 % 367.86	Aaa / AA+ AAA	0.56 0.56
3135G0JA2	FNMA Note 1.125% Due 4/27/2017	1,750,000.00	08/15/2012 0.90 %	1,767,780.00 1,752,788.82	100.42 0.56 %	1,757,330.75 5,140.63	1.22 % 4,541.93	Aaa / AA+ AAA	0.74 0.73
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	2,250,000.00	07/30/2012 0.81 %	2,296,620.00 2,257,583.09	100.53 0.57 %	2,261,949.75 6,171.88	1.58 % 4,366.66	Aaa / AA+ AAA	0.78 0.78

City of Chino Hills
Account #10150

Holdings Report

As of 7/31/16

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 2,252,590.48	100.29 0.66 %	2,256,491.25 3,250.00	1.57 % 3,900.77	Aaa / AA+ AAA	0.86 0.85
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,350,000.00	10/10/2014 0.98 %	1,350,780.30 1,350,306.06	100.36 0.69 %	1,354,828.95 4,575.00	0.94 % 4,522.89	Aaa / AA+ AAA	1.16 1.15
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,775,000.00	02/22/2013 0.93 %	1,770,456.00 1,773,692.86	100.23 0.71 %	1,779,025.70 1,768.84	1.24 % 5,332.84	Aaa / AA+ AAA	1.39 1.37
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	2,225,000.00	Various 1.01 %	2,198,973.68 2,216,808.72	100.04 0.72 %	2,225,823.25 880.73	1.55 % 9,014.53	Aaa / AA+ AAA	1.45 1.44
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	2,225,000.00	Various 1.47 %	2,166,092.75 2,204,605.12	100.17 0.77 %	2,228,838.13 7,787.50	1.55 % 24,233.01	Aaa / AA+ AAA	1.60 1.58
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	2,200,000.00	03/20/2015 1.02 %	2,207,218.20 2,204,040.66	100.62 0.77 %	2,213,560.80 6,600.00	1.54 % 9,520.14	Aaa / AA+ AAA	1.73 1.71
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	575,000.00	Various 1.45 %	560,793.27 569,242.41	100.21 0.76 %	576,200.60 978.29	0.40 % 6,958.19	Aaa / AA+ AAA	1.81 1.79
313379DT3	FHLB Note 1.25% Due 6/8/2018	2,600,000.00	Various 1.23 %	2,600,514.00 2,601,051.69	100.81 0.81 %	2,621,073.00 4,784.72	1.82 % 20,021.31	Aaa / AA+ AAA	1.85 1.83
3135G0E33	FNMA Note 1.125% Due 7/20/2018	2,175,000.00	Various 1.18 %	2,171,230.15 2,172,611.63	100.70 0.77 %	2,190,138.00 747.66	1.52 % 17,526.37	Aaa / AA+ AAA	1.97 1.95
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	2,560,000.00	Various 1.49 %	2,584,996.65 2,574,011.35	102.09 0.79 %	2,613,504.00 13,191.11	1.83 % 39,492.65	Aaa / AA+ AAA	2.21 2.15
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	2,155,000.00	Various 1.78 %	2,164,027.03 2,160,080.67	102.65 0.82 %	2,212,105.35 18,182.81	1.55 % 52,024.68	Aaa / AA+ AAA	2.56 2.47
3137EADZ9	FHLMC Note 1.125% Due 4/15/2019	2,900,000.00	07/28/2016 0.92 %	2,916,034.10 2,915,985.51	100.70 0.86 %	2,920,418.90 11,781.25	2.04 % 4,433.39	Aaa / AA+ AAA	2.71 2.65
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,150,000.00	Various 1.78 %	2,147,365.90 2,148,482.13	102.50 0.86 %	2,203,659.70 6,375.35	1.54 % 55,177.57	Aaa / AA+ AAA	2.83 2.76
3135G0ZE6	FNMA Note 1.75% Due 6/20/2019	1,900,000.00	10/17/2014 1.55 %	1,916,606.00 1,910,261.81	102.50 0.87 %	1,947,446.80 3,786.81	1.36 % 37,184.99	Aaa / AA+ AAA	2.89 2.81
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,225,000.00	Various 1.80 %	2,167,581.20 2,189,695.78	101.04 0.90 %	2,248,066.58 13,906.25	1.57 % 58,370.80	Aaa / AA+ AAA	3.00 2.92
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,900,000.00	10/07/2014 1.80 %	1,895,725.00 1,897,299.63	102.57 0.91 %	1,948,881.30 12,838.19	1.36 % 51,581.67	Aaa / AA+ AAA	3.12 3.01
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	2,500,000.00	09/30/2015 1.31 %	2,494,100.00 2,495,334.04	101.07 0.91 %	2,526,755.00 10,329.86	1.76 % 31,420.96	Aaa / AA+ AAA	3.17 3.09
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	2,550,000.00	Various 1.59 %	2,525,807.60 2,530,433.74	101.37 1.00 %	2,584,917.15 8,765.63	1.80 % 54,483.41	Aaa / AA+ AAA	3.75 3.64
313383HU8	FHLB Note 1.75% Due 6/12/2020	2,500,000.00	09/15/2015 1.66 %	2,510,425.00 2,508,497.79	102.65 1.05 %	2,566,180.00 5,954.86	1.79 % 57,682.21	Aaa / AA+ NR	3.87 3.73
3135G0D75	FNMA Note 1.5% Due 6/22/2020	2,625,000.00	09/29/2015 1.49 %	2,626,417.50 2,626,166.34	101.78 1.03 %	2,671,717.13 4,265.63	1.86 % 45,550.79	Aaa / AA+ AAA	3.90 3.77

Holdings Report

As of 7/31/16

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									
3135G0F73	FNMA Note 1.5% Due 11/30/2020	2,700,000.00	12/16/2015 1.90 %	2,648,970.00 2,655,398.09	101.76 1.08 %	2,747,617.20 6,862.50	1.91 % 92,219.11	Aaa / AA+ AAA	4.34 4.18
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	2,235,000.00	02/17/2016 1.46 %	2,225,970.60 2,226,786.06	101.05 1.14 %	2,258,572.55 13,914.43	1.58 % 31,786.49	Aaa / AA+ AAA	4.56 4.37
3135G0J20	FNMA Note 1.375% Due 2/26/2021	2,700,000.00	Various 1.47 %	2,688,445.80 2,689,103.84	101.08 1.13 %	2,729,043.90 15,984.38	1.91 % 39,940.06	Aaa / AA+ AAA	4.58 4.39
3135G0K69	FNMA Note 1.25% Due 5/6/2021	2,875,000.00	Various 1.29 %	2,869,786.50 2,869,965.02	100.34 1.18 %	2,884,792.25 7,486.98	2.01 % 14,827.23	Aaa / AA+ AAA	4.77 4.60
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,800,000.00	07/22/2016 1.29 %	2,778,272.00 2,778,355.80	99.64 1.20 %	2,789,791.20 1,487.50	1.94 % 11,435.40	Aaa / AA+ AAA	4.96 4.80
Total Agency		**64,560,000.00**	**1.32 %**	**64,538,788.78 64,449,735.89**	**0.86 %**	**65,241,632.73 206,959.80**	**45.48 % 791,896.84**	**Aaa / AA+ Aaa**	**2.69 2.62**
MONEY MARKET FUND FI									
31846V401	First American Govt Obligation MMKT Class-D	105,232.76	Various 0.00 %	105,232.76 105,232.76	1.00 0.00 %	105,232.76 0.00	0.07 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		**105,232.76**	**N/A**	**105,232.76 105,232.76**	**0.00 %**	**105,232.76 0.00**	**0.07 % 0.00**	**Aaa / AAA NR**	**0.00 0.00**
US CORPORATE									
24422ERF8	John Deere Capital Corp Note 1.85% Due 9/15/2016	700,000.00	07/27/2012 1.08 %	721,756.00 700,650.08	100.13 0.78 %	700,907.20 4,892.22	0.49 % 257.12	A2 / A NR	0.13 0.12
36962G5W0	General Electric Capital Corp Note 2.3% Due 4/27/2017	675,000.00	08/20/2012 1.76 %	691,260.75 677,560.97	101.10 0.81 %	682,414.88 4,053.75	0.48 % 4,853.91	A1 / AA+ NR	0.74 0.73
084664BS9	Berkshire Hathaway Note 1.6% Due 5/15/2017	1,100,000.00	08/26/2013 1.51 %	1,103,630.00 1,100,768.86	100.58 0.86 %	1,106,365.70 3,715.56	0.77 % 5,596.84	Aa2 / AA A+	0.79 0.78
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	360,000.00	05/12/2014 1.13 %	359,683.20 359,917.04	100.07 1.01 %	360,243.72 836.00	0.25 % 326.68	A1 / AA A+	0.79 0.78
25468PCZ7	Walt Disney Company Note 0.875% Due 5/30/2017	800,000.00	07/22/2016 0.78 %	800,664.00 800,653.19	100.10 0.76 %	800,792.00 1,186.11	0.56 % 138.81	A2 / A A	0.83 0.83
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	1,770,000.00	Various 1.43 %	1,755,367.00 1,765,170.74	100.42 0.85 %	1,777,472.94 6,254.00	1.24 % 12,302.20	A1 / AA- A+	1.21 1.19
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 1,709,941.09	100.10 1.02 %	1,716,660.12 2,945.23	1.19 % 6,719.03	Aa2 / AA- NR	1.35 1.25
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,375,000.00	Various 1.30 %	1,378,106.50 1,375,825.03	100.62 0.89 %	1,383,537.38 2,371.89	0.96 % 7,712.35	A1 / A+ A+	1.38 1.36
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	1,755,000.00	Various 1.43 %	1,755,583.65 1,755,371.25	100.54 1.07 %	1,764,466.47 1,343.06	1.23 % 9,095.22	Aa3 / AA- A	1.45 1.43
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,700,000.00	Various 1.23 %	1,694,929.00 1,697,322.61	100.42 0.85 %	1,707,116.20 9,296.88	1.19 % 9,793.59	Aa3 / AA- A+	1.52 1.49

City of Chino Hills
Account #10150

Holdings Report

As of 7/31/16

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
US CORPORATE									
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	645,000.00	04/04/2013 1.14 %	644,406.60 644,799.17	100.52 0.81 %	648,384.96 2,217.19	0.45 % 3,585.79	Aa2 / AA AA	1.70 1.67
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	1,180,000.00	Various 1.26 %	1,179,528.40 1,179,725.68	100.65 0.87 %	1,187,688.88 3,728.48	0.83 % 7,963.20	A1 / A A	1.75 1.72
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,800,000.00	Various 1.25 %	1,783,023.40 1,792,268.62	100.18 0.90 %	1,803,193.20 4,400.00	1.26 % 10,924.58	Aa1 / AA+ NR	1.76 1.73
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	1,770,000.00	Various 1.84 %	1,787,921.40 1,780,437.37	102.45 0.99 %	1,813,409.25 11,597.18	1.27 % 32,971.88	A1 / A+ NR	2.19 2.13
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,400,000.00	01/08/2015 1.68 %	1,377,978.00 1,386,919.50	100.31 1.11 %	1,404,295.20 4,083.33	0.98 % 17,375.70	A2 / A NR	2.27 2.22
91159HHE3	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	140,000.00	02/12/2014 1.90 %	140,296.80 140,140.54	101.90 1.07 %	142,658.46 576.33	0.10 % 2,517.92	A1 / A+ AA	2.29 2.15
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	1,095,000.00	Various 1.78 %	1,100,497.65 1,099,274.50	102.04 1.08 %	1,117,321.58 2,847.00	0.78 % 18,047.08	A2 / A NR	2.37 2.31
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 1,008,761.22	103.07 1.03 %	1,030,683.00 1,086.11	0.72 % 21,921.78	A1 / AA+ NR	2.46 2.39
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,155,000.00	Various 2.04 %	1,159,623.65 1,157,391.23	102.72 1.05 %	1,186,409.07 10,226.57	0.83 % 29,017.84	A1 / AA- NR	2.58 2.49
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,700,000.00	Various 1.95 %	1,712,152.45 1,710,826.02	102.57 1.21 %	1,743,737.60 9,973.34	1.22 % 32,911.58	A1 / A+ AA	2.73 2.56
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 1,820,654.10	102.87 1.33 %	1,867,021.53 16,234.16	1.31 % 46,367.43	A1 / A AA-	3.12 2.90
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,825,000.00	Various 2.19 %	1,821,821.60 1,822,611.35	102.03 1.55 %	1,861,998.23 108.99	1.29 % 39,386.88	A2 / A AA-	3.50 3.37
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	900,000.00	02/05/2015 1.77 %	899,055.00 899,330.11	101.87 1.21 %	916,805.70 7,262.50	0.64 % 17,475.59	A1 / A+ A+	3.55 3.40
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	1,730,000.00	Various 2.46 %	1,713,310.25 1,717,048.01	103.11 1.41 %	1,783,822.04 7,676.88	1.24 % 66,774.03	A1 / A+ NR	3.81 3.63
857477AS2	State Street Bank Note 2.55% Due 8/18/2020	1,750,000.00	01/21/2016 2.17 %	1,778,420.00 1,775,212.94	104.02 1.52 %	1,820,330.75 20,205.21	1.28 % 45,117.81	A1 / A AA-	4.05 3.80
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	675,000.00	10/29/2015 2.02 %	674,460.00 674,540.39	102.73 1.33 %	693,393.75 3,300.00	0.48 % 18,853.36	Aaa / AAA AA+	4.26 3.98
92826CAB8	Visa Inc Note 2.2% Due 12/14/2020	1,800,000.00	Various 1.60 %	1,845,865.00 1,845,052.77	103.21 1.44 %	1,857,830.40 5,170.00	1.29 % 12,777.63	A1 / A+ NR	4.38 4.15
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	1,795,000.00	Various 1.97 %	1,815,422.45 1,814,557.39	103.10 1.52 %	1,850,720.39 16,397.13	1.30 % 36,163.00	Aaa / AA+ NR	4.59 4.32
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	920,000.00	05/16/2016 1.96 %	919,521.60 919,540.99	101.58 1.61 %	934,551.64 3,588.00	0.65 % 15,010.65	A1 / A AA-	4.80 4.55

City of Chino Hills
Account #10150

Holdings Report

As of 7/31/16

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
				37,150,335.15		37,664,232.24	26.29 %	A1 / AA-	2.51
Total US Corporate		**37,045,000.00**	**1.70 %**	**37,132,272.76**	**1.14 %**	**167,573.10**	**531,959.48**	**A+**	**2.40**
US TREASURY									
912828TG5	US Treasury Note 0.5% Due 7/31/2017	1,750,000.00	Various 0.80 %	1,724,848.30 1,744,940.17	99.90 0.60 %	1,748,222.00 23.78	1.21 % 3,281.83	Aaa / AA+ AAA	1.00 1.00
912828VE7	US Treasury Note 1% Due 5/31/2018	1,900,000.00	Various 1.14 %	1,889,564.96 1,895,324.37	100.59 0.68 %	1,911,206.20 3,218.58	1.33 % 15,881.83	Aaa / AA+ AAA	1.83 1.81
912828WD8	US Treasury Note 1.25% Due 10/31/2018	2,300,000.00	Various 1.37 %	2,284,484.27 2,294,136.05	101.22 0.70 %	2,328,032.40 7,265.63	1.62 % 33,896.35	Aaa / AA+ AAA	2.25 2.21
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,800,000.00	Various 1.54 %	1,775,771.66 1,788,264.00	101.26 0.70 %	1,822,710.60 3,811.48	1.27 % 34,446.60	Aaa / AA+ AAA	2.33 2.29
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,950,000.00	10/07/2014 1.53 %	1,927,154.97 1,936,765.54	101.33 0.71 %	1,975,897.95 66.24	1.37 % 39,132.41	Aaa / AA+ AAA	2.50 2.46
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	Various 1.60 %	1,979,996.92 1,988,621.90	101.66 0.73 %	2,033,204.00 11,508.16	1.42 % 44,582.10	Aaa / AA+ AAA	2.58 2.52
912828ST8	US Treasury Note 1.25% Due 4/30/2019	1,825,000.00	06/10/2014 1.68 %	1,788,577.40 1,804,542.91	101.41 0.73 %	1,850,807.33 5,765.12	1.29 % 46,264.42	Aaa / AA+ AAA	2.75 2.69
912828UB4	US Treasury Note 1% Due 11/30/2019	2,000,000.00	Various 1.56 %	1,947,692.25 1,964,288.32	100.56 0.83 %	2,011,172.00 3,387.98	1.40 % 46,883.68	Aaa / AA+ AAA	3.33 3.27
912828H52	US Treasury Note 1.25% Due 1/31/2020	2,400,000.00	Various 1.49 %	2,375,218.98 2,380,598.05	101.34 0.86 %	2,432,061.60 81.52	1.69 % 51,463.55	Aaa / AA+ AAA	3.50 3.42
912828J84	US Treasury Note 1.375% Due 3/31/2020	2,250,000.00	10/23/2015 1.35 %	2,252,204.80 2,251,823.25	101.76 0.89 %	2,289,638.25 10,397.03	1.60 % 37,815.00	Aaa / AA+ AAA	3.67 3.56
912828VF4	US Treasury Note 1.375% Due 5/31/2020	2,350,000.00	07/10/2015 1.62 %	2,323,478.58 2,329,202.09	101.76 0.91 %	2,391,308.30 5,473.70	1.67 % 62,106.21	Aaa / AA+ AAA	3.84 3.72
912828L99	US Treasury Note 1.375% Due 10/31/2020	2,650,000.00	11/23/2015 1.71 %	2,608,499.12 2,614,276.56	101.68 0.97 %	2,694,408.70 9,208.39	1.88 % 80,132.14	Aaa / AA+ AAA	4.25 4.11
912828N89	US Treasury Note 1.375% Due 1/31/2021	2,500,000.00	03/09/2016 1.40 %	2,497,566.98 2,497,761.68	101.62 1.01 %	2,540,430.00 93.41	1.77 % 42,668.32	Aaa / AA+ AAA	4.51 4.36
912828B90	US Treasury Note 2% Due 2/28/2021	1,500,000.00	04/26/2016 1.40 %	1,542,133.93 1,539,868.66	104.41 1.01 %	1,566,093.00 12,554.35	1.10 % 26,224.34	Aaa / AA+ AAA	4.58 4.35
912828Q37	US Treasury Note 1.25% Due 3/31/2021	950,000.00	07/28/2016 1.08 %	957,462.16 957,449.04	101.07 1.01 %	960,167.85 3,990.78	0.67 % 2,718.81	Aaa / AA+ AAA	4.67 4.51
				29,874,655.28		30,555,360.18	21.28 %	Aaa / AA+	3.19
Total US Treasury		**30,125,000.00**	**1.44 %**	**29,987,862.59**	**0.82 %**	**76,846.15**	**567,497.59**	**Aaa**	**3.10**
				141,562,540.44		143,463,261.94	100.00 %	Aa1 / AA	2.72
TOTAL PORTFOLIO		**141,728,470.09**	**1.42 %**	**141,568,715.80**	**0.94 %**	**455,172.27**	**1,894,546.14**	**Aaa**	**2.53**
TOTAL MARKET VALUE PLUS ACCRUED						**143,918,434.21**			

City of Chino Hills
Account #10150

Transaction Ledger

6/30/16 Thru 7/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2016	31846V401	5.65	First American Govt Obligation MMKT Class-D	1.000		5.65	0.00	5.65	0.00
Purchase	07/05/2016	31846V401	11,025.00	First American Govt Obligation MMKT Class-D	1.000		11,025.00	0.00	11,025.00	0.00
Purchase	07/05/2016	31846V401	700,000.00	First American Govt Obligation MMKT Class-D	1.000		700,000.00	0.00	700,000.00	0.00
Purchase	07/12/2016	31846V401	21,067.50	First American Govt Obligation MMKT Class-D	1.000		21,067.50	0.00	21,067.50	0.00
Purchase	07/14/2016	31846V401	11,500.00	First American Govt Obligation MMKT Class-D	1.000		11,500.00	0.00	11,500.00	0.00
Purchase	07/15/2016	31846V401	60,687.70	First American Govt Obligation MMKT Class-D	1.000		60,687.70	0.00	60,687.70	0.00
Purchase	07/15/2016	31846V401	61,819.76	First American Govt Obligation MMKT Class-D	1.000		61,819.76	0.00	61,819.76	0.00
Purchase	07/15/2016	31846V401	9,006.53	First American Govt Obligation MMKT Class-D	1.000		9,006.53	0.00	9,006.53	0.00
Purchase	07/15/2016	31846V401	46,276.49	First American Govt Obligation MMKT Class-D	1.000		46,276.49	0.00	46,276.49	0.00
Purchase	07/15/2016	31846V401	1,144.67	First American Govt Obligation MMKT Class-D	1.000		1,144.67	0.00	1,144.67	0.00
Purchase	07/15/2016	31846V401	63,269.21	First American Govt Obligation MMKT Class-D	1.000		63,269.21	0.00	63,269.21	0.00
Purchase	07/15/2016	31846V401	60,038.18	First American Govt Obligation MMKT Class-D	1.000		60,038.18	0.00	60,038.18	0.00
Purchase	07/15/2016	31846V401	961.33	First American Govt Obligation MMKT Class-D	1.000		961.33	0.00	961.33	0.00
Purchase	07/15/2016	31846V401	866.92	First American Govt Obligation MMKT Class-D	1.000		866.92	0.00	866.92	0.00
Purchase	07/18/2016	31846V401	44,341.16	First American Govt Obligation MMKT Class-D	1.000		44,341.16	0.00	44,341.16	0.00
Purchase	07/18/2016	31846V401	871.13	First American Govt Obligation MMKT Class-D	1.000		871.13	0.00	871.13	0.00
Purchase	07/20/2016	31846V401	12,234.38	First American Govt Obligation MMKT Class-D	1.000		12,234.38	0.00	12,234.38	0.00
Purchase	07/21/2016	31846V401	1,087.67	First American Govt Obligation MMKT Class-D	1.000		1,087.67	0.00	1,087.67	0.00
Purchase	07/25/2016	3130A8QS5	2,800,000.00	FHLB Note 1.125% Due 7/14/2021	99.224	1.29 %	2,778,272.00	962.50	2,779,234.50	0.00
Purchase	07/27/2016	25468PCZ7	800,000.00	Walt Disney Company Note 0.875% Due 5/30/2017	100.083	0.78 %	800,664.00	1,108.33	801,772.33	0.00

City of Chino Hills
Account #10150

Transaction Ledger

6/30/16 Thru 7/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/27/2016	3135G0K69	1,900,000.00	FNMA Note 1.25% Due 5/6/2021	99.959	1.26 %	1,899,221.00	4,684.03	1,903,905.03	0.00
Purchase	07/27/2016	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	99.994	1.10 %	1,199,926.80	0.00	1,199,926.80	0.00
Purchase	07/28/2016	92826CAB8	500,000.00	Visa Inc Note 2.2% Due 12/14/2020	102.985	1.49 %	514,925.00	1,344.44	516,269.44	0.00
Purchase	07/29/2016	3137EADZ9	2,900,000.00	FHLMC Note 1.125% Due 4/15/2019	100.553	0.92 %	2,916,034.10	11,600.00	2,927,634.10	0.00
Purchase	07/29/2016	912828Q37	950,000.00	US Treasury Note 1.25% Due 3/31/2021	100.785	1.08 %	957,462.16	3,893.44	961,355.60	0.00
Purchase	07/30/2016	31846V401	30,400.00	First American Govt Obligation MMKT Class-D	1.000		30,400.00	0.00	30,400.00	0.00
Purchase	07/31/2016	31846V401	48,750.00	First American Govt Obligation MMKT Class-D	1.000		48,750.00	0.00	48,750.00	0.00
	Subtotal		**12,235,353.28**				**12,251,858.34**	**23,592.74**	**12,275,451.08**	**0.00**
Security Contribution	07/19/2016	31846V401	10,000,000.00	First American Govt Obligation MMKT Class-D	1.000		10,000,000.00	0.00	10,000,000.00	0.00
	Subtotal		**10,000,000.00**				**10,000,000.00**	**0.00**	**10,000,000.00**	**0.00**
Short Sale	07/27/2016	31846V401	-1,199,926.80	First American Govt Obligation MMKT Class-D	1.000		-1,199,926.80	0.00	-1,199,926.80	0.00
	Subtotal		**-1,199,926.80**				**-1,199,926.80**	**0.00**	**-1,199,926.80**	**0.00**
TOTAL ACQUISITIONS			**21,035,426.48**				**21,051,931.54**	**23,592.74**	**21,075,524.28**	**0.00**
DISPOSITIONS										
Closing Purchase	07/27/2016	31846V401	-1,199,926.80	First American Govt Obligation MMKT Class-D	1.000		-1,199,926.80	0.00	-1,199,926.80	0.00
	Subtotal		**-1,199,926.80**				**-1,199,926.80**	**0.00**	**-1,199,926.80**	**0.00**
Sale	07/25/2016	31846V401	2,779,234.50	First American Govt Obligation MMKT Class-D	1.000		2,779,234.50	0.00	2,779,234.50	0.00
Sale	07/27/2016	31846V401	801,772.33	First American Govt Obligation MMKT Class-D	1.000		801,772.33	0.00	801,772.33	0.00
Sale	07/27/2016	31846V401	1,903,905.03	First American Govt Obligation MMKT Class-D	1.000		1,903,905.03	0.00	1,903,905.03	0.00
Sale	07/27/2016	31846V401	1,199,926.80	First American Govt Obligation MMKT Class-D	1.000		1,199,926.80	0.00	1,199,926.80	0.00

City of Chino Hills
Account #10150

Transaction Ledger

6/30/16 Thru 7/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/28/2016	31846V401	516,269.44	First American Govt Obligation MMKT Class-D	1.000		516,269.44	0.00	516,269.44	0.00
Sale	07/29/2016	31846V401	3,888,989.70	First American Govt Obligation MMKT Class-D	1.000		3,888,989.70	0.00	3,888,989.70	0.00
	Subtotal		**11,090,097.80**				**11,090,097.80**	**0.00**	**11,090,097.80**	**0.00**
Paydown	07/15/2016	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	07/15/2016	43814HAC2	60,195.85	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		60,195.85	491.85	60,687.70	0.00
Paydown	07/15/2016	477877AD6	60,908.38	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		60,908.38	911.38	61,819.76	0.00
Paydown	07/15/2016	477879AC4	8,981.49	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		8,981.49	25.04	9,006.53	0.00
Paydown	07/15/2016	47787VAC5	45,842.42	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		45,842.42	434.07	46,276.49	0.00
Paydown	07/15/2016	47788MAC4	0.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	100.000		0.00	1,144.67	1,144.67	0.00
Paydown	07/15/2016	89231MAC9	63,018.20	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		63,018.20	251.01	63,269.21	0.00
Paydown	07/15/2016	89231TAB6	59,651.79	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	100.000		59,651.79	386.39	60,038.18	0.00
Paydown	07/15/2016	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	07/18/2016	43814GAC4	44,066.00	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		44,066.00	275.16	44,341.16	0.00
Paydown	07/18/2016	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	07/21/2016	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
	Subtotal		**342,664.13**				**342,664.13**	**7,706.62**	**350,370.75**	**0.00**
Maturity	07/05/2016	46625HJA9	700,000.00	JP Morgan Chase Note 3.15% Due 7/5/2016	100.000		700,000.00	0.00	700,000.00	0.00
	Subtotal		**700,000.00**				**700,000.00**	**0.00**	**700,000.00**	**0.00**
Security Withdrawal	07/07/2016	31846V401	8,665.00	First American Govt Obligation MMKT Class-D	1.000		8,665.00	0.00	8,665.00	0.00

City of Chino Hills
Account #10150

Transaction Ledger

6/30/16 Thru 7/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	07/25/2016	31846V401	104.17	First American Govt Obligation MMKT Class-D	1.000		104.17	0.00	104.17	0.00
	Subtotal		**8,769.17**				**8,769.17**	**0.00**	**8,769.17**	**0.00**
TOTAL DISPOSITIONS			**10,941,604.30**				**10,941,604.30**	**7,706.62**	**10,949,310.92**	**0.00**
OTHER TRANSACTIONS										
Interest	07/05/2016	46625HJA9	700,000.00	JP Morgan Chase Note 3.15% Due 7/5/2016	0.000		11,025.00	0.00	11,025.00	0.00
Interest	07/12/2016	3137EADN6	2,225,000.00	FHLMC Note 0.75% Due 1/12/2018	0.000		8,343.75	0.00	8,343.75	0.00
Interest	07/12/2016	89236TCA1	1,755,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	0.000		12,723.75	0.00	12,723.75	0.00
Interest	07/14/2016	36962G7G3	1,000,000.00	General Electric Capital Corp Note 2.3% Due 1/14/2019	0.000		11,500.00	0.00	11,500.00	0.00
Interest	07/20/2016	3135G0E33	2,175,000.00	FNMA Note 1.125% Due 7/20/2018	0.000		12,234.38	0.00	12,234.38	0.00
Interest	07/30/2016	3135G0GY3	1,725,000.00	FNMA Note 1.25% Due 1/30/2017	0.000		10,781.25	0.00	10,781.25	0.00
Interest	07/30/2016	94974BGF1	1,825,000.00	Wells Fargo Corp Note 2.15% Due 1/30/2020	0.000		19,618.75	0.00	19,618.75	0.00
Interest	07/31/2016	912828H52	2,400,000.00	US Treasury Note 1.25% Due 1/31/2020	0.000		15,000.00	0.00	15,000.00	0.00
Interest	07/31/2016	912828N89	2,500,000.00	US Treasury Note 1.375% Due 1/31/2021	0.000		17,187.50	0.00	17,187.50	0.00
Interest	07/31/2016	912828SD3	1,950,000.00	US Treasury Note 1.25% Due 1/31/2019	0.000		12,187.50	0.00	12,187.50	0.00
Interest	07/31/2016	912828TG5	1,750,000.00	US Treasury Note 0.5% Due 7/31/2017	0.000		4,375.00	0.00	4,375.00	0.00
	Subtotal		**20,005,000.00**				**134,976.88**	**0.00**	**134,976.88**	**0.00**

City of Chino Hills
Account #10150

Transaction Ledger

6/30/16 Thru 7/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	07/01/2016	31846V401	18,746.45	First American Govt Obligation MMKT Class-D	0.000		5.65	0.00	5.65	0.00
	Subtotal		**18,746.45**				**5.65**	**0.00**	**5.65**	**0.00**
TOTAL OTHER TRANSACTIONS			**20,023,746.45**				**134,982.53**	**0.00**	**134,982.53**	**0.00**

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
Fixed Income						
02665WAC5	American Honda Finance		1,780,841.81	8,462.82	0.00	
	Note	Various	0.00	0.00	404.44	
	2.125% Due 10/10/2018	Various	0.00	11,597.18	(404.44)	0.00
		1,770,000.00	1,780,437.37	3,134.36	2,729.92	2,729.92
037833AJ9	Apple Inc		1,791,894.13	2,899.99	374.49	
	Note	Various	0.00	0.00	0.00	
	1% Due 05/03/2018	Various	0.00	4,400.00	374.49	0.00
		1,800,000.00	1,792,268.62	1,500.01	1,874.50	1,874.50
06406HCW7	Bank of New York		1,820,812.80	12,755.41	2.40	
	Callable Note Cont 8/11/2019	Various	0.00	0.00	161.10	
	2.3% Due 09/11/2019	Various	0.00	16,234.16	(158.70)	0.00
		1,815,000.00	1,820,654.10	3,478.75	3,320.05	3,320.05
084664BS9	Berkshire Hathaway		1,100,851.91	2,248.89	0.00	
	Note	08/26/2013	0.00	0.00	83.05	
	1.6% Due 05/15/2017	08/29/2013	0.00	3,715.56	(83.05)	0.00
		1,100,000.00	1,100,768.86	1,466.67	1,383.62	1,383.62
161571GC2	Chase CHAIT		1,031,035.40	462.36	0.00	
	Pool #2013-A8	09/03/2015	0.00	866.92	38.39	
	1.01% Due 10/15/2018	09/04/2015	0.00	462.36	(38.39)	0.00
		1,030,000.00	1,030,997.01	866.92	828.53	828.53
166764AA8	Chevron Corp		1,709,621.68	1,367.43	331.13	
	Callable Note Cont 11/5/17	Various	0.00	0.00	11.72	
	1.104% Due 12/05/2017	Various	0.00	2,945.23	319.41	0.00
		1,715,000.00	1,709,941.09	1,577.80	1,897.21	1,897.21
17275RAR3	Cisco Systems		1,157,469.92	8,181.24	3.90	
	Note	Various	0.00	0.00	82.59	
	2.125% Due 03/01/2019	Various	0.00	10,226.57	(78.69)	0.00
		1,155,000.00	1,157,391.23	2,045.33	1,966.64	1,966.64
22160KAG0	Costco Wholesale Corp		899,314.05	5,950.00	16.06	
	Note	02/05/2015	0.00	0.00	0.00	
	1.75% Due 02/15/2020	02/17/2015	0.00	7,262.50	16.06	0.00
		900,000.00	899,330.11	1,312.50	1,328.56	1,328.56
24422ERF8	John Deere Capital Corp		701,097.91	3,813.06	0.00	
	Note	07/27/2012	0.00	0.00	447.83	
	1.85% Due 09/15/2016	08/01/2012	0.00	4,892.22	(447.83)	0.00
		700,000.00	700,650.08	1,079.16	631.33	631.33
24422ESF7	John Deere Capital Corp		1,099,427.88	1,067.63	12.47	
	Note	Various	0.00	0.00	165.85	
	1.95% Due 12/13/2018	Various	0.00	2,847.00	(153.38)	0.00
		1,095,000.00	1,099,274.50	1,779.37	1,625.99	1,625.99

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
25468PCZ7	Walt Disney Company		0.00	0.00	0.00	
	Note	07/22/2016	800,664.00	(1,108.33)	10.81	
	0.875% Due 05/30/2017	07/27/2016	0.00	1,186.11	(10.81)	0.00
		800,000.00	800,653.19	77.78	66.97	66.97
30231GAV4	Exxon Mobil Corp		1,814,919.78	13,073.38	0.00	
	Callable Note Cont 2/1/2021	Various	0.00	0.00	362.39	
	2.222% Due 03/01/2021	Various	0.00	16,397.13	(362.39)	0.00
		1,795,000.00	1,814,557.39	3,323.75	2,961.36	2,961.36
3130A4GJ5	FHLB		2,204,238.85	4,537.50	0.00	
	Note	03/20/2015	0.00	0.00	198.19	
	1.125% Due 04/25/2018	03/23/2015	0.00	6,600.00	(198.19)	0.00
		2,200,000.00	2,204,040.66	2,062.50	1,864.31	1,864.31
3130A7CV5	FHLB		2,226,632.85	11,353.49	153.21	
	Note	02/17/2016	0.00	0.00	0.00	
	1.375% Due 02/18/2021	02/18/2016	0.00	13,914.43	153.21	0.00
		2,235,000.00	2,226,786.06	2,560.94	2,714.15	2,714.15
3130A8QS5	FHLB		0.00	0.00	83.80	
	Note	07/22/2016	2,778,272.00	(962.50)	0.00	
	1.125% Due 07/14/2021	07/25/2016	0.00	1,487.50	83.80	0.00
		2,800,000.00	2,778,355.80	525.00	608.80	608.80
31331JX32	FFCB		1,855,770.88	5,503.75	0.00	
	Note	08/10/2012	0.00	0.00	1,503.34	
	1.7% Due 10/28/2016	08/13/2012	0.00	8,124.58	(1,503.34)	0.00
		1,850,000.00	1,854,267.54	2,620.83	1,117.49	1,117.49
313379DT3	FHLB		2,601,099.91	2,076.39	95.26	
	Note	Various	0.00	0.00	143.48	
	1.25% Due 06/08/2018	Various	0.00	4,784.72	(48.22)	0.00
		2,600,000.00	2,601,051.69	2,708.33	2,660.11	2,660.11
313379FW4	FHLB		2,252,847.87	1,375.00	0.00	
	Note	07/27/2012	0.00	0.00	257.39	
	1% Due 06/09/2017	07/30/2012	0.00	3,250.00	(257.39)	0.00
		2,250,000.00	2,252,590.48	1,875.00	1,617.61	1,617.61
313383HU8	FHLB		2,508,684.49	2,309.03	0.00	
	Note	09/15/2015	0.00	0.00	186.70	
	1.75% Due 06/12/2020	09/16/2015	0.00	5,954.86	(186.70)	0.00
		2,500,000.00	2,508,497.79	3,645.83	3,459.13	3,459.13
3133ECG99	FFCB		335,003.43	792.28	0.00	
	Note	05/10/2013	0.00	0.00	0.45	
	0.66% Due 02/22/2017	05/13/2013	0.00	976.53	(0.45)	0.00
		335,000.00	335,002.98	184.25	183.80	183.80
3135G0D75	FNMA		2,626,191.78	984.38	0.00	
	Note	09/29/2015	0.00	0.00	25.44	
	1.5% Due 06/22/2020	09/30/2015	0.00	4,265.63	(25.44)	0.00
		2,625,000.00	2,626,166.34	3,281.25	3,255.81	3,255.81

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
3135G0E33	FNMA		2,172,508.51	10,942.97	103.12	
	Note	Various	0.00	12,234.38	0.00	
	1.125% Due 07/20/2018	Various	0.00	747.66	103.12	0.00
		2,175,000.00	2,172,611.63	2,039.07	2,142.19	2,142.19
3135G0F73	FNMA		2,654,524.09	3,487.50	874.00	
	Note	12/16/2015	0.00	0.00	0.00	
	1.5% Due 11/30/2020	12/17/2015	0.00	6,862.50	874.00	0.00
		2,700,000.00	2,655,398.09	3,375.00	4,249.00	4,249.00
3135G0GY3	FNMA		1,730,016.31	9,044.27	0.00	
	Note	08/08/2012	0.00	10,781.25	730.08	
	1.25% Due 01/30/2017	08/09/2012	0.00	59.90	(730.08)	0.00
		1,725,000.00	1,729,286.23	1,796.88	1,066.80	1,066.80
3135G0J20	FNMA		2,688,901.58	12,890.63	202.26	
	Note	Various	0.00	0.00	0.00	
	1.375% Due 02/26/2021	Various	0.00	15,984.38	202.26	0.00
		2,700,000.00	2,689,103.84	3,093.75	3,296.01	3,296.01
3135G0JA2	FNMA		1,753,110.20	3,500.00	0.00	
	Note	08/15/2012	0.00	0.00	321.38	
	1.125% Due 04/27/2017	08/16/2012	0.00	5,140.63	(321.38)	0.00
		1,750,000.00	1,752,788.82	1,640.63	1,319.25	1,319.25
3135G0K69	FNMA		970,665.88	1,523.44	103.43	
	Note	Various	1,899,221.00	(4,684.03)	25.29	
	1.25% Due 05/06/2021	Various	0.00	7,486.98	78.14	0.00
		2,875,000.00	2,869,965.02	1,279.51	1,357.65	1,357.65
3135G0RT2	FNMA		1,773,612.78	474.57	80.08	
	Note	02/22/2013	0.00	0.00	0.00	
	0.875% Due 12/20/2017	02/25/2013	0.00	1,768.84	80.08	0.00
		1,775,000.00	1,773,692.86	1,294.27	1,374.35	1,374.35
3135G0WJ8	FNMA		568,971.16	559.03	271.25	
	Note	Various	0.00	0.00	0.00	
	0.875% Due 05/21/2018	Various	0.00	978.29	271.25	0.00
		575,000.00	569,242.41	419.26	690.51	690.51
3135G0ZA4	FNMA		2,160,249.67	14,815.63	0.00	
	Note	Various	0.00	0.00	169.00	
	1.875% Due 02/19/2019	Various	0.00	18,182.81	(169.00)	0.00
		2,155,000.00	2,160,080.67	3,367.18	3,198.18	3,198.18
3135G0ZE6	FNMA		1,910,563.91	1,015.97	0.00	
	Note	10/17/2014	0.00	0.00	302.10	
	1.75% Due 06/20/2019	10/20/2014	0.00	3,786.81	(302.10)	0.00
		1,900,000.00	1,910,261.81	2,770.84	2,468.74	2,468.74
3135G0ZG1	FNMA		1,897,226.00	10,067.36	73.63	
	Note	10/07/2014	0.00	0.00	0.00	
	1.75% Due 09/12/2019	10/08/2014	0.00	12,838.19	73.63	0.00
		1,900,000.00	1,897,299.63	2,770.83	2,844.46	2,844.46

Income Earned

6/30/16 Thru 7/31/16

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
3137EADF3	FHLMC		2,258,410.82	3,828.13	0.00	
	Note	07/30/2012	0.00	0.00	827.73	
	1.25% Due 05/12/2017	07/31/2012	0.00	6,171.88	(827.73)	0.00
		2,250,000.00	2,257,583.09	2,343.75	1,516.02	1,516.02
3137EADG1	FHLMC		2,148,436.54	3,239.93	102.11	
	Note	Various	0.00	0.00	56.52	
	1.75% Due 05/30/2019	Various	0.00	6,375.35	45.59	0.00
		2,150,000.00	2,148,482.13	3,135.42	3,181.01	3,181.01
3137EADK2	FHLMC		2,188,696.30	11,588.54	999.48	
	Note	Various	0.00	0.00	0.00	
	1.25% Due 08/01/2019	Various	0.00	13,906.25	999.48	0.00
		2,225,000.00	2,189,695.78	2,317.71	3,317.19	3,317.19
3137EADL0	FHLMC		1,350,328.43	3,450.00	0.00	
	Note	10/10/2014	0.00	0.00	22.37	
	1% Due 09/29/2017	10/14/2014	0.00	4,575.00	(22.37)	0.00
		1,350,000.00	1,350,306.06	1,125.00	1,102.63	1,102.63
3137EADM8	FHLMC		2,495,209.02	7,725.69	125.02	
	Note	09/30/2015	0.00	0.00	0.00	
	1.25% Due 10/02/2019	09/30/2015	0.00	10,329.86	125.02	0.00
		2,500,000.00	2,495,334.04	2,604.17	2,729.19	2,729.19
3137EADN6	FHLMC		2,216,328.71	7,833.85	480.01	
	Note	Various	0.00	8,343.75	0.00	
	0.75% Due 01/12/2018	Various	0.00	880.73	480.01	0.00
		2,225,000.00	2,216,808.72	1,390.63	1,870.64	1,870.64
3137EADP1	FHLMC		2,203,520.66	6,165.10	1,084.46	
	Note	Various	0.00	0.00	0.00	
	0.875% Due 03/07/2018	Various	0.00	7,787.50	1,084.46	0.00
		2,225,000.00	2,204,605.12	1,622.40	2,706.86	2,706.86
3137EADR7	FHLMC		2,529,990.67	5,843.75	443.07	
	Note	Various	0.00	0.00	0.00	
	1.375% Due 05/01/2020	Various	0.00	8,765.63	443.07	0.00
		2,550,000.00	2,530,433.74	2,921.88	3,364.95	3,364.95
3137EADZ9	FHLMC		0.00	0.00	0.00	
	Note	07/28/2016	2,916,034.10	(11,600.00)	48.59	
	1.125% Due 04/15/2019	07/29/2016	0.00	11,781.25	(48.59)	0.00
		2,900,000.00	2,915,985.51	181.25	132.66	132.66
36962G5W0	General Electric Capital Corp		677,856.10	2,760.00	0.00	
	Note	08/20/2012	0.00	0.00	295.13	
	2.3% Due 04/27/2017	08/23/2012	0.00	4,053.75	(295.13)	0.00
		675,000.00	677,560.97	1,293.75	998.62	998.62
36962G7G3	General Electric Capital Corp		1,009,064.34	10,669.44	0.00	
	Note	09/10/2015	0.00	11,500.00	303.12	
	2.3% Due 01/14/2019	09/15/2015	0.00	1,086.11	(303.12)	0.00
		1,000,000.00	1,008,761.22	1,916.67	1,613.55	1,613.55

Income Earned

6/30/16 Thru 7/31/16

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
43813NAC0	Honda Auto Receivables		1,254,864.60	362.56	4.35	
	2015-2 A3	05/13/2015	0.00	1,087.67	0.00	
	1.04% Due 02/21/2019	05/20/2015	0.00	362.56	4.35	0.00
		1,255,000.00	1,254,868.95	1,087.67	1,092.02	1,092.02
43814GAC4	Honda Auto Receivables		428,807.42	119.24	2.87	
	2014-2 A3	05/13/2014	0.00	275.16	0.00	
	0.77% Due 03/19/2018	05/21/2014	44,066.00	106.98	2.87	0.00
		384,756.56	384,744.29	262.90	265.77	265.77
43814HAC2	Honda Auto Receivables		670,652.53	262.32	7.60	
	2014-3 A3	08/12/2014	0.00	491.85	0.00	
	0.88% Due 06/15/2018	08/20/2014	60,195.85	238.77	7.60	0.00
		610,502.94	610,464.28	468.30	475.90	475.90
43814NAB1	Honda Auto Receivables		1,034,912.16	377.49	3.80	
	2016-1 A2	02/16/2016	0.00	871.13	0.00	
	1.01% Due 06/18/2018	02/25/2016	0.00	377.49	3.80	0.00
		1,035,000.00	1,034,915.96	871.13	874.93	874.93
458140AL4	Intel Corp		1,375,876.08	825.00	4.79	
	Note	12/12/2012	0.00	0.00	55.84	
	1.35% Due 12/15/2017	12/17/2012	0.00	2,371.89	(51.05)	0.00
		1,375,000.00	1,375,825.03	1,546.89	1,495.84	1,495.84
459200HZ7	IBM Corp		1,697,172.80	7,703.13	149.81	
	Note	Various	0.00	0.00	0.00	
	1.125% Due 02/06/2018	Various	0.00	9,296.88	149.81	0.00
		1,700,000.00	1,697,322.61	1,593.75	1,743.56	1,743.56
46625HJA9	JP Morgan Chase		700,093.07	10,780.00	0.00	
	Note	07/30/2012	0.00	11,025.00	93.07	
	Due 07/05/2016	08/02/2012	700,000.00	0.00	(93.07)	0.00
		0.00	0.00	245.00	151.93	151.93
477877AD6	John Deere Owner Trust		1,022,119.37	486.07	12.21	
	2014-B A3	Various	0.00	911.38	14.22	
	1.07% Due 11/15/2018	Various	60,908.38	457.10	(2.01)	0.00
		961,193.84	961,208.98	882.41	880.40	880.40
477879AC4	John Deere Owner Trust		34,534.82	13.35	0.42	
	2013-B A3	08/27/2013	0.00	25.04	0.00	
	0.87% Due 08/15/2017	09/04/2013	8,981.49	9.88	0.42	0.00
		25,554.67	25,553.75	21.57	21.99	21.99
47787VAC5	John Deere Owner Trust		566,159.29	231.51	4.26	
	2014-A A3	04/02/2014	0.00	434.07	0.00	
	0.92% Due 04/16/2018	04/09/2014	45,842.42	212.76	4.26	0.00
		520,340.57	520,321.13	415.32	419.58	419.58
47788MAC4	John Deere Owner Trust		1,009,853.81	610.49	3.28	
	2016-A A3	02/23/2016	0.00	1,144.67	0.00	
	1.36% Due 04/15/2020	03/02/2016	0.00	610.49	3.28	0.00
		1,010,000.00	1,009,857.09	1,144.67	1,147.95	1,147.95

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
47788NAB4	John Deere Owner Trust		0.00	0.00	0.39	
	2016-B A2	07/19/2016	1,199,926.80	0.00	0.00	
	1.09% Due 02/15/2019	07/27/2016	0.00	145.33	0.39	0.00
		1,200,000.00	1,199,927.19	145.33	145.72	145.72
594918BG8	Microsoft		674,531.23	2,175.00	9.16	
	Callable Note Cont. 10/03/20	10/29/2015	0.00	0.00	0.00	
	2% Due 11/03/2020	11/03/2015	0.00	3,300.00	9.16	0.00
		675,000.00	674,540.39	1,125.00	1,134.16	1,134.16
68389XAN5	Oracle Corp		1,764,830.49	4,484.00	340.25	
	Note	Various	0.00	0.00	0.00	
	1.2% Due 10/15/2017	Various	0.00	6,254.00	340.25	0.00
		1,770,000.00	1,765,170.74	1,770.00	2,110.25	2,110.25
713448CR7	PepsiCo Inc		1,179,712.34	2,499.31	13.34	
	Note	Various	0.00	0.00	0.00	
	1.25% Due 04/30/2018	Various	0.00	3,728.48	13.34	0.00
		1,180,000.00	1,179,725.68	1,229.17	1,242.51	1,242.51
717081DJ9	Pfizer Inc.		359,908.08	506.00	8.96	
	Note	05/12/2014	0.00	0.00	0.00	
	1.1% Due 05/15/2017	05/15/2014	0.00	836.00	8.96	0.00
		360,000.00	359,917.04	330.00	338.96	338.96
74005PBH6	Praxair		1,386,429.77	2,625.00	489.73	
	Note	01/08/2015	0.00	0.00	0.00	
	1.25% Due 11/07/2018	01/13/2015	0.00	4,083.33	489.73	0.00
		1,400,000.00	1,386,919.50	1,458.33	1,948.06	1,948.06
747525AD5	Qualcomm Inc		1,716,758.74	4,433.12	289.27	
	Note	Various	0.00	0.00	0.00	
	2.25% Due 05/20/2020	Various	0.00	7,676.88	289.27	0.00
		1,730,000.00	1,717,048.01	3,243.76	3,533.03	3,533.03
857477AS2	State Street Bank		1,775,741.76	16,486.46	0.00	
	Note	01/21/2016	0.00	0.00	528.82	
	2.55% Due 08/18/2020	01/26/2016	0.00	20,205.21	(528.82)	0.00
		1,750,000.00	1,775,212.94	3,718.75	3,189.93	3,189.93
857477AV5	State Street Bank		919,532.87	2,093.00	8.12	
	Note	05/16/2016	0.00	0.00	0.00	
	1.95% Due 05/19/2021	05/19/2016	0.00	3,588.00	8.12	0.00
		920,000.00	919,540.99	1,495.00	1,503.12	1,503.12
880591EQ1	Tennessee Valley Authority		2,574,550.92	9,457.78	0.00	
	Note	Various	0.00	0.00	539.57	
	1.75% Due 10/15/2018	Various	0.00	13,191.11	(539.57)	0.00
		2,560,000.00	2,574,011.35	3,733.33	3,193.76	3,193.76
89231MAC9	Toyota Auto Receivables Owner		449,523.56	133.87	12.08	
	2014-A	Various	0.00	251.01	0.00	
	0.67% Due 12/15/2017	Various	63,018.20	115.10	12.08	0.00
		386,549.51	386,517.44	232.24	244.32	244.32

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
89231TAB6	Toyota Auto Receivables Owner		503,964.41	206.08	4.37	
	2015-C	08/18/2015	0.00	386.39	0.00	
	0.92% Due 02/15/2018	08/26/2015	59,651.79	181.69	4.37	0.00
		444,339.24	444,316.99	362.00	366.37	366.37
89236TCA1	Toyota Motor Credit Corp		1,755,393.01	11,946.19	14.50	
	Note	Various	0.00	12,723.75	36.26	
	1.45% Due 01/12/2018	Various	0.00	1,343.06	(21.76)	0.00
		1,755,000.00	1,755,371.25	2,120.62	2,098.86	2,098.86
89236WAC2	Toyota Auto Receivables Owner		1,029,914.26	512.71	4.48	
	2015-A	02/24/2015	0.00	961.33	0.00	
	1.12% Due 02/15/2019	03/04/2015	0.00	512.71	4.48	0.00
		1,030,000.00	1,029,918.74	961.33	965.81	965.81
91159HHE3	US Bancorp		140,145.96	348.83	0.00	
	Callable Note Cont 10/15/2018	02/12/2014	0.00	0.00	5.42	
	1.95% Due 11/15/2018	02/18/2014	0.00	576.33	(5.42)	0.00
		140,000.00	140,140.54	227.50	222.08	222.08
91159HHH6	US Bancorp		1,711,174.12	6,856.66	21.01	
	Callable Note Cont 3/25/2019	04/28/2014	0.00	0.00	369.11	
	2.2% Due 04/25/2019	05/01/2014	0.00	9,973.34	(348.10)	0.00
		1,700,000.00	1,710,826.02	3,116.68	2,768.58	2,768.58
912828A34	US Treasury		1,787,836.48	1,905.73	427.52	
	Note	Various	0.00	0.00	0.00	
	1.25% Due 11/30/2018	Various	0.00	3,811.48	427.52	0.00
		1,800,000.00	1,788,264.00	1,905.75	2,333.27	2,333.27
912828B90	US Treasury		1,540,607.86	10,027.17	0.00	
	Note	04/26/2016	0.00	0.00	739.20	
	2% Due 02/28/2021	04/28/2016	0.00	12,554.35	(739.20)	0.00
		1,500,000.00	1,539,868.66	2,527.18	1,787.98	1,787.98
912828H52	US Treasury		2,380,127.42	12,527.47	470.63	
	Note	Various	0.00	15,000.00	0.00	
	1.25% Due 01/31/2020	Various	0.00	81.52	470.63	0.00
		2,400,000.00	2,380,598.05	2,554.05	3,024.68	3,024.68
912828J84	US Treasury		2,251,865.50	7,776.64	0.00	
	Note	10/23/2015	0.00	0.00	42.25	
	1.375% Due 03/31/2020	10/26/2015	0.00	10,397.03	(42.25)	0.00
		2,250,000.00	2,251,823.25	2,620.39	2,578.14	2,578.14
912828L99	US Treasury		2,613,563.01	6,138.93	713.55	
	Note	11/23/2015	0.00	0.00	0.00	
	1.375% Due 10/31/2020	11/24/2015	0.00	9,208.39	713.55	0.00
		2,650,000.00	2,614,276.56	3,069.46	3,783.01	3,783.01
912828N89	US Treasury		2,497,719.47	14,354.40	42.21	
	Note	03/09/2016	0.00	17,187.50	0.00	
	1.375% Due 01/31/2021	03/11/2016	0.00	93.41	42.21	0.00
		2,500,000.00	2,497,761.68	2,926.51	2,968.72	2,968.72

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
912828Q37	US Treasury		0.00	0.00	0.00	
	Note	07/28/2016	957,462.16	(3,893.44)	13.12	
	1.25% Due 03/31/2021	07/29/2016	0.00	3,990.78	(13.12)	0.00
		950,000.00	957,449.04	97.34	84.22	84.22
912828SD3	US Treasury		1,936,316.17	10,178.57	449.37	
	Note	10/07/2014	0.00	12,187.50	0.00	
	1.25% Due 01/31/2019	10/08/2014	0.00	66.24	449.37	0.00
		1,950,000.00	1,936,765.54	2,075.17	2,524.54	2,524.54
912828SH4	US Treasury		1,988,247.07	9,191.58	374.83	
	Note	Various	0.00	0.00	0.00	
	1.375% Due 02/28/2019	Various	0.00	11,508.16	374.83	0.00
		2,000,000.00	1,988,621.90	2,316.58	2,691.41	2,691.41
912828ST8	US Treasury		1,803,910.01	3,843.41	632.90	
	Note	06/10/2014	0.00	0.00	0.00	
	1.25% Due 04/30/2019	06/11/2014	0.00	5,765.12	632.90	0.00
		1,825,000.00	1,804,542.91	1,921.71	2,554.61	2,554.61
912828TG5	US Treasury		1,744,509.25	3,653.84	430.92	
	Note	Various	0.00	4,375.00	0.00	
	0.5% Due 07/31/2017	Various	0.00	23.78	430.92	0.00
		1,750,000.00	1,744,940.17	744.94	1,175.86	1,175.86
912828UB4	US Treasury		1,963,377.92	1,693.99	910.40	
	Note	Various	0.00	0.00	0.00	
	1% Due 11/30/2019	Various	0.00	3,387.98	910.40	0.00
		2,000,000.00	1,964,288.32	1,693.99	2,604.39	2,604.39
912828VE7	US Treasury		1,895,107.38	1,609.29	216.99	
	Note	Various	0.00	0.00	0.00	
	1% Due 05/31/2018	Various	0.00	3,218.58	216.99	0.00
		1,900,000.00	1,895,324.37	1,609.29	1,826.28	1,826.28
912828VF4	US Treasury		2,328,741.24	2,736.85	460.85	
	Note	07/10/2015	0.00	0.00	0.00	
	1.375% Due 05/31/2020	07/13/2015	0.00	5,473.70	460.85	0.00
		2,350,000.00	2,329,202.09	2,736.85	3,197.70	3,197.70
912828WD8	US Treasury		2,293,914.64	4,843.76	371.01	
	Note	Various	0.00	0.00	149.60	
	1.25% Due 10/31/2018	Various	0.00	7,265.63	221.41	0.00
		2,300,000.00	2,294,136.05	2,421.87	2,643.28	2,643.28
92826CAB8	Visa Inc		1,330,751.00	1,350.56	0.00	
	Note	Various	514,925.00	(1,344.44)	623.23	
	2.2% Due 12/14/2020	Various	0.00	5,170.00	(623.23)	0.00
		1,800,000.00	1,845,052.77	2,475.00	1,851.77	1,851.77
931142DF7	Wal-Mart Stores		644,789.09	1,612.50	10.08	
	Note	04/04/2013	0.00	0.00	0.00	
	1.125% Due 04/11/2018	04/11/2013	0.00	2,217.19	10.08	0.00
		645,000.00	644,799.17	604.69	614.77	614.77

City of Chino Hills
Account #10150

Income Earned

6/30/16 Thru 7/31/16

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
94974BGF1	Wells Fargo Corp		1,822,553.36	16,457.95	57.99	
	Note	Various	0.00	19,618.75	0.00	
	2.15% Due 01/30/2020	Various	0.00	108.99	57.99	0.00
		1,825,000.00	1,822,611.35	3,269.79	3,327.78	3,327.78
			131,437,043.35	**417,077.64**	**12,992.94**	
			11,066,505.06	**119,090.76**	**10,394.18**	
			1,042,664.13	**455,172.27**	**2,598.76**	**0.00**
TOTAL Fixed Income		**141,623,237.33**	**141,463,483.04**	**157,185.39**	**159,784.15**	**159,784.15**
Cash & Equivalent						
31846V401	First American		18,746.45	0.00	0.00	
	Govt Obligation MMKT Class-D	09/15/2015	9,985,426.48	5.65	0.00	
		09/15/2015	9,898,940.17	0.00	0.00	0.00
		105,232.76	105,232.76	5.65	5.65	5.65
			18,746.45	**0.00**	**0.00**	
			9,985,426.48	**5.65**	**0.00**	
			9,898,940.17	**0.00**	**0.00**	**0.00**
TOTAL Cash & Equivalent		**105,232.76**	**105,232.76**	**5.65**	**5.65**	**5.65**
			131,455,789.80	**417,077.64**	**12,992.94**	
			21,051,931.54	**119,096.41**	**10,394.18**	
			10,941,604.30	**455,172.27**	**2,598.76**	**0.00**
TOTAL PORTFOLIO		**141,728,470.09**	**141,568,715.80**	**157,191.04**	**159,789.80**	**159,789.80**

City of Chino Hills
Account #10150

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	56,321.65	447.70	56,769.35
08/15/2016	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	74,885.74	857.07	75,742.81
08/15/2016	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,954.47	18.53	1,973.00
08/15/2016	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	66,549.84	398.93	66,948.77
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	67,042.55	961.33	68,003.88
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
08/15/2016	Paydown	89231MAC9	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	62,010.87	215.83	62,226.70
08/15/2016	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	31,699.93	340.66	32,040.59
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	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	45,165.95	246.89	45,412.84
08/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,498.79	871.13	45,369.92
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	54,433.08	1,087.67	55,520.75
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

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
Aug 2016					**504,562.87**	**145,100.34**	**649,663.21**
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	1,795,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	19,720.87	19,720.87
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
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	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,956.35	17.11	1,973.46
09/15/2016	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	64,372.17	347.91	64,720.08
09/15/2016	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,744.00	1,744.00
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	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	55,436.48	406.40	55,842.88
09/15/2016	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	72,926.13	790.29	73,716.42
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	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	59,752.06	181.20	59,933.26
09/15/2016	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	30,780.72	316.36	31,097.08
09/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	65,626.12	898.76	66,524.88
09/18/2016	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	43,683.10	217.90	43,901.00
09/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,544.04	833.67	45,377.71

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	53,515.03	1,040.49	54,555.52
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
09/30/2016	Interest	912828Q37	950,000.00	US Treasury Note 1.25% Due 3/31/2021	0.00	5,937.50	5,937.50
Sep 2016					**1,192,592.20**	**122,661.56**	**1,315,253.76**
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
10/15/2016	Interest	3137EADZ9	2,900,000.00	FHLMC Note 1.125% Due 4/15/2019	0.00	18,487.50	18,487.50
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	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	57,490.64	147.84	57,638.48
10/15/2016	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	29,860.71	292.76	30,153.47
10/15/2016	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
10/15/2016	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	54,521.56	365.75	54,887.31
10/15/2016	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	70,963.30	725.26	71,688.56
10/15/2016	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,958.22	15.69	1,973.91
10/15/2016	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	62,192.00	298.55	62,490.55
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	64,208.05	837.51	65,045.56
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

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/18/2016	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	42,198.78	189.87	42,388.65
10/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,589.32	796.18	45,385.50
10/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	52,595.75	994.11	53,589.86
10/25/2016	Interest	91159HHH6	1,700,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	0.00	18,700.00	18,700.00
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
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					**2,330,578.33**	**213,113.24**	**2,543,691.57**
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
11/06/2016	Interest	3135G0K69	2,875,000.00	FNMA Note 1.25% Due 5/6/2021	0.00	16,970.49	16,970.49
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

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	55,226.60	115.74	55,342.34
11/15/2016	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	28,939.90	269.87	29,209.77
11/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	62,788.34	777.58	63,565.92
11/15/2016	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	53,576.15	325.76	53,901.91
11/15/2016	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	68,997.19	661.99	69,659.18
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	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,960.10	14.27	1,974.37
11/15/2016	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	60,009.29	250.87	60,260.16
11/15/2016	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
11/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,634.66	758.65	45,393.31
11/18/2016	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	40,713.01	162.80	40,875.81
11/19/2016	Interest	857477AV5	920,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	8,970.00	8,970.00
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	51,675.25	948.53	52,623.78
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	25468PCZ7	800,000.00	Walt Disney Company Note 0.875% Due 5/30/2017	0.00	3,500.00	3,500.00

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
Nov 2016					**511,027.30**	**213,013.77**	**724,041.07**
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
12/14/2016	Interest	92826CAB8	1,800,000.00	Visa Inc Note 2.2% Due 12/14/2020	0.00	19,800.00	19,800.00
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	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
12/15/2016	Paydown	89231MAC9	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	52,959.94	84.90	53,044.84
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	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	52,599.44	286.47	52,885.91
12/15/2016	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	67,027.85	600.46	67,628.31
12/15/2016	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,961.97	12.85	1,974.82
12/15/2016	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	57,824.05	204.87	58,028.92
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	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	28,018.30	247.68	28,265.98

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	61,366.98	718.98	62,085.96
12/18/2016	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	39,225.80	136.67	39,362.47
12/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,680.04	721.08	45,401.12
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	50,753.54	903.74	51,657.28
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
Dec 2016					**498,960.14**	**149,660.94**	**648,621.08**
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
01/14/2017	Interest	3130A8QS5	2,800,000.00	FHLB Note 1.125% Due 7/14/2021	0.00	15,750.00	15,750.00
01/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,963.85	11.43	1,975.28
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	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
01/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	59,943.98	661.70	60,605.68
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	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	51,590.64	247.90	51,838.54
01/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	65,055.23	540.70	65,595.93
01/15/2017	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	55,636.29	160.53	55,796.82
01/15/2017	Paydown	89231MAC9	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	50,690.65	55.34	50,745.99

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	27,095.90	226.20	27,322.10
01/17/2017	Paydown	89231MAC9	386,549.51	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	48,418.75	1.80	48,420.55
01/18/2017	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	37,737.14	111.50	37,848.64
01/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,725.46	683.48	45,408.94
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	49,830.59	859.76	50,690.35
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					**2,260,266.17**	**146,292.22**	**2,406,558.39**
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	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	50,548.93	210.07	50,759.00
02/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	63,079.35	482.69	63,562.04
02/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,965.74	10.00	1,975.74
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	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	26,172.71	205.42	26,378.13

Cash Flow Report

From 07/31/2016

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	58,519.31	605.76	59,125.07
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	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	53,445.99	117.88	53,563.87
02/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
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	44,770.93	645.83	45,416.76
02/18/2017	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	36,247.01	87.29	36,334.30
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	48,906.42	816.57	49,722.99
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
Feb 2017					**761,269.55**	**143,818.69**	**905,088.24**
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	1,795,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	19,942.45	19,942.45
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
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	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,967.61	8.58	1,976.19

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	0.00	1,090.00	1,090.00
03/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	57,092.99	551.14	57,644.13
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	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	49,473.50	173.00	49,646.50
03/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	61,100.22	426.44	61,526.66
03/15/2017	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	51,253.15	76.91	51,330.06
03/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	25,248.70	185.36	25,434.06
03/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,816.45	608.15	45,424.60
03/18/2017	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	34,755.44	64.03	34,819.47
03/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	47,981.03	774.18	48,755.21
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
03/31/2017	Interest	912828Q37	950,000.00	US Treasury Note 1.25% Due 3/31/2021	0.00	5,937.50	5,937.50
Mar 2017					**416,337.77**	**113,428.55**	**529,766.32**
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	Wal-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
04/15/2017	Interest	3137EADZ9	2,900,000.00	FHLMC Note 1.125% Due 4/15/2019	0.00	16,312.50	16,312.50

City of Chino Hills
Account #10150

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	51,172.35	1,090.00	52,262.35
04/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	24,323.90	166.00	24,489.90
04/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	55,665.03	497.85	56,162.88
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	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	48,363.47	136.72	48,500.19
04/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	59,117.80	371.97	59,489.77
04/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,969.50	7.15	1,976.65
04/15/2017	Paydown	47787VAC5	520,340.57	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	49,057.79	37.61	49,095.40
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	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	33,262.41	41.73	33,304.14
04/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,862.01	570.43	45,432.44
04/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	47,054.40	732.60	47,787.00
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	1,700,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	0.00	18,700.00	18,700.00
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
Apr 2017					**2,882,532.87**	**192,932.60**	**3,075,465.47**

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/01/2017	Interest	3137EADR7	2,550,000.00	FHLMC Note 1.375% Due 5/1/2020	0.00	17,531.25	17,531.25
05/03/2017	Interest	037833AJ9	1,800,000.00	Apple Inc Note 1% Due 5/3/2018	0.00	9,000.00	9,000.00
05/03/2017	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
05/06/2017	Interest	3135G0K69	2,875,000.00	FNMA Note 1.25% Due 5/6/2021	0.00	17,968.75	17,968.75
05/07/2017	Interest	74005PBH6	1,400,000.00	Praxair Note 1.25% Due 11/7/2018	0.00	8,750.00	8,750.00
05/12/2017	Maturity	3137EADF3	2,250,000.00	FHLMC Note 1.25% Due 5/12/2017	2,250,000.00	14,062.50	2,264,062.50
05/15/2017	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
05/15/2017	Maturity	084664BS9	1,100,000.00	Berkshire Hathaway Note 1.6% Due 5/15/2017	1,100,000.00	8,800.00	1,108,800.00
05/15/2017	Maturity	717081DJ9	360,000.00	Pfizer Inc. Note 1.1% Due 5/15/2017	360,000.00	1,980.00	361,980.00
05/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	54,235.40	445.90	54,681.30
05/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,971.38	5.73	1,977.11
05/15/2017	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
05/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	51,262.28	1,043.52	52,305.80
05/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,719.79	651.81	43,371.60
05/15/2017	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	47,217.98	101.25	47,319.23
05/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	57,132.11	319.25	57,451.36
05/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	23,398.30	147.35	23,545.65
05/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,907.62	532.67	45,440.29
05/18/2017	Paydown	43814GAC4	384,756.56	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	31,767.93	20.38	31,788.31
05/19/2017	Interest	857477AV5	920,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	8,970.00	8,970.00

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2017	Interest	747525AD5	1,730,000.00	Qualcomm Inc Note 2.25% Due 5/20/2020	0.00	19,462.50	19,462.50
05/21/2017	Interest	3135G0WJ8	575,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,515.63	2,515.63
05/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	46,126.54	691.82	46,818.36
05/30/2017	Interest	3137EADG1	2,150,000.00	FHLMC Note 1.75% Due 5/30/2019	0.00	18,812.50	18,812.50
05/30/2017	Interest	3135G0F73	2,700,000.00	FNMA Note 1.5% Due 11/30/2020	0.00	20,250.00	20,250.00
05/30/2017	Maturity	25468PCZ7	800,000.00	Walt Disney Company Note 0.875% Due 5/30/2017	800,000.00	3,500.00	803,500.00
05/31/2017	Interest	912828VE7	1,900,000.00	US Treasury Note 1% Due 5/31/2018	0.00	9,500.00	9,500.00
05/31/2017	Interest	912828A34	1,800,000.00	US Treasury Note 1.25% Due 11/30/2018	0.00	11,250.00	11,250.00
05/31/2017	Interest	912828UB4	2,000,000.00	US Treasury Note 1% Due 11/30/2019	0.00	10,000.00	10,000.00
05/31/2017	Interest	912828VF4	2,350,000.00	US Treasury Note 1.375% Due 5/31/2020	0.00	16,156.25	16,156.25
May 2017					**4,910,739.33**	**211,728.73**	**5,122,468.06**
06/05/2017	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
06/08/2017	Interest	313379DT3	2,600,000.00	FHLB Note 1.25% Due 6/8/2018	0.00	16,250.00	16,250.00
06/09/2017	Maturity	313379FW4	2,250,000.00	FHLB Note 1% Due 6/9/2017	2,250,000.00	11,250.00	2,261,250.00
06/12/2017	Interest	313383HU8	2,500,000.00	FHLB Note 1.75% Due 6/12/2020	0.00	21,875.00	21,875.00
06/13/2017	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
06/14/2017	Interest	92826CAB8	1,800,000.00	Visa Inc Note 2.2% Due 12/14/2020	0.00	19,800.00	19,800.00
06/15/2017	Interest	458140AL4	1,375,000.00	Intel Corp Note 1.35% Due 12/15/2017	0.00	9,281.25	9,281.25
06/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	51,352.37	996.96	52,349.33
06/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,755.39	615.85	43,371.24
06/15/2017	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	46,036.13	66.63	46,102.76

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	55,143.12	268.31	55,411.43
06/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,973.27	4.30	1,977.57
06/15/2017	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
06/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	22,471.90	129.41	22,601.31
06/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	52,804.11	395.28	53,199.39
06/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,953.27	494.88	45,448.15
06/20/2017	Interest	3135G0RT2	1,775,000.00	FNMA Note 0.875% Due 12/20/2017	0.00	7,765.63	7,765.63
06/20/2017	Interest	3135G0ZE6	1,900,000.00	FNMA Note 1.75% Due 6/20/2019	0.00	16,625.00	16,625.00
06/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	45,197.46	651.84	45,849.30
06/22/2017	Interest	3135G0D75	2,625,000.00	FNMA Note 1.5% Due 6/22/2020	0.00	19,687.50	19,687.50
Jun 2017					**2,612,687.02**	**147,445.56**	**2,760,132.58**
07/12/2017	Interest	3137EADN6	2,225,000.00	FHLMC Note 0.75% Due 1/12/2018	0.00	8,343.75	8,343.75
07/12/2017	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
07/14/2017	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
07/14/2017	Interest	3130A8QS5	2,800,000.00	FHLB Note 1.125% Due 7/14/2021	0.00	15,750.00	15,750.00
07/15/2017	Paydown	477879AC4	25,554.67	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,975.16	2.87	1,978.03
07/15/2017	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
07/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	51,442.63	950.31	52,392.94
07/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	51,371.17	345.99	51,717.16
07/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,791.01	579.87	43,370.88
07/15/2017	Paydown	43814HAC2	610,502.94	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	44,817.01	32.87	44,849.88

City of Chino Hills
Account #10150

Cash Flow Report

From 07/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2017	Paydown	477877AD6	961,193.84	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	53,150.87	219.14	53,370.01
07/15/2017	Paydown	89231TAB6	444,339.24	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	21,544.70	112.18	21,656.88
07/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	44,998.98	457.04	45,456.02
07/20/2017	Interest	3135G0E33	2,175,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	12,234.38	12,234.38
07/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	44,267.14	612.67	44,879.81
07/30/2017	Interest	94974BGF1	1,825,000.00	Wells Fargo Corp Note 2.15% Due 1/30/2020	0.00	19,618.75	19,618.75
07/31/2017	Interest	912828H52	2,400,000.00	US Treasury Note 1.25% Due 1/31/2020	0.00	15,000.00	15,000.00
07/31/2017	Interest	912828N89	2,500,000.00	US Treasury Note 1.375% Due 1/31/2021	0.00	17,187.50	17,187.50
07/31/2017	Interest	912828SD3	1,950,000.00	US Treasury Note 1.25% Due 1/31/2019	0.00	12,187.50	12,187.50
07/31/2017	Maturity	912828TG5	1,750,000.00	US Treasury Note 0.5% Due 7/31/2017	1,750,000.00	4,375.00	1,754,375.00
Jul 2017					**2,106,358.67**	**133,378.24**	**2,239,736.91**
Total					**20,987,912.22**	**1,932,574.44**	**22,920,486.66**

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COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Meeting Date: September 13, 2016

Item No.: 12

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

September 2, 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 prepare amendments to the Conflict of Interest Codes for City employees and commissions for City Council consideration by December 13, 2016.

BACKGROUND/ANALYSIS:

Pursuant to Section 87306.5 of the Government Code, on June 14, 2016, the City Council directed the City Clerk and City Attorney to review the Conflict of Interest Codes for City employees and commission members.

By October 1, 2016, the City Council must determine that no amendments to the Codes are necessary or order that the required revisions be submitted for adoption within 90 days. The City Clerk and City Attorney have determined that revisions are required to the Conflict of Interest codes for City employees to reflect new and deleted positions, reclassifications and to add the Healthy Cities Steering Committee and Chino Hills Parking Authority.

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

Attachment: 2016 Local Agency Biennial Notice

2016 Local Agency Biennial Notice

Name of Agency: City of Chino Hills

Mailing Address: 14000 City Center Circle, Chino Hills, CA 91709

Contact Person: Cheryl Balz Phone No. 909-364-2624

Email: cbalz@chinohills.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ● Include new positions
- ○ Revise disclosure categories
- ● Revise the titles of existing positions
- ● Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ● Other *(describe)* Add Committees

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 13

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CREATION OF A NEW CLASSIFICATION AND SALARY RANGE FOR PLANNING TECHNICIAN I/II AND CHANGING FROM PART-TIME TO FULL-TIME STATUS

RECOMMENDATION:

1. Approve new job description and classification specifications for the Planning Technician I/II position, and establish a salary grade for the position.

2. Approve the amendment of the 2016/2017 Authorized Positions to remove one Planning Technician I/II Permanent Part-Time position (75%) and add one Planning Technician I/II Full-Time position.

3. Authorize an appropriation increase in the amount of $44,600 from the General Fund Unreserved Fund Balance to Community Development Department Fund.

4. Adopt a resolution entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS AMENDING THE CLASSIFICATION PLAN FOR THE PLANNING TECHNICIAN POSITION.

BACKGROUND/ANALYSIS:

During 2013, the City conducted a City-wide job classification study. At that time, a new Planning Technician position was created in the Community Development Department to assist Associate and Senior level Planning staff with typical counter planner activities that include general planning questions received from the public and special event permits. The position was filled by one of the Department's existing Permit Technicians who, because of her long tenure with the Department, had a strong understanding of the Municipal Code and planning process. The position was assigned a 37R salary range but a job description for the position was never created.

The responsibilities of the Planning Technician position have increased substantially since the position's creation. In addition to performing as the Department's primary counter planner, the position now processes minor plan checks and development permit applications, including: sign permits; temporary use permits; minor variances; and design reviews. This position contributes to the overall productivity of the Department by taking on the daily questions from the public and small projects that would otherwise interrupt the Associate and Senior Planner from their work on development projects, Municipal Code Amendments and related responsibilities. Because of the expanded role of the Planning Technician, Human Resources staff recommends that the Planning Technician classification be expanded to create a I/II classification with the Planning Technician II salary range set at 44R. Planning Technician I will remain at salary range 37R.

We recommend reclassifying the current Planning Technician to the II level with the new title and appropriate compensation retroactive to May 14, 2016. This was the date that the request was made by the Community Development Director to review the position's duties, title and compensation. The Human Resources office completed the review of this position and it was determined that this new classification and Planning Technician II compensation was appropriate.

The Planning Technician position is currently a 30-hour a week (75%), Permanent Part-Time position. With the increased development activity in the Community Development Department, there is a need to have the position converted to Full-Time. We are recommending the elimination of one Permanent Part-Time (75%) Planning Technician position and requesting authorization for one Full-Time Permanent Planning Technician I/II position.

REVIEW BY OTHERS:

This item was reviewed by the Finance Director.

FISCAL IMPACT:

No additional appropriations are needed to create the job description for the Planning Technician I/II position. However, an appropriations increase in the amount of $44,600 from the General Fund Unreserved Fund Balance to the Community Development Department Fund is needed to create the Planning Technician Level II and to have this position become Full-Time. Pending City Council's approval, we expect to have this position become full-time effective September 17, 2016 (pay period 21/16).

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

Recommended by:

Benjamin Montgomery
Deputy City Manager

KB:BM:LJ:ssr

Attachments:
1) Job Description
2) Resolution

CITY OF CHINO HILLS
Approved by City Council:

PLANNING TECHNICIAN I/II

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed with the job.

DEFINITION - Under general supervision, will perform duties providing information and direction to the public on planning processes and requirements; and review and processing of minor plan checks and development applications.

ESSENTIAL FUNCTIONS: - *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

- Provide technical planning assistance and information to customers at the public counter or via telephone
- Review and plan check of minor commercial, industrial, and residential development project plans for compliance with Municipal Code requirements. As required, recommend to applicants options to comply with requirements.
- Conduct general property records research and analysis
- Respond to citizen inquiries and comments regarding the City's planning processes.
- Process, review, and approve zoning clearances, plot plans, home occupation permits, and business licenses.
- Process, review, and recommend for approval sign permits, tree removal permits, temporary use permits, minor variances, and Notice of Intents for Certificates of Occupancy for compliance with applicable regulations.
- Assist with the coordination and approval of commercial and residential landscape plans.
- Review and process Special Event applications; meet and coordinate with other City departments and outside agencies (including Police, Fire and County Health as required) to ensure conditions of approval are met.
- Conducts site visits to review projects, verify plans, and final minor permits for planning sign off.
- Read and interpret building plans, site plans, building elevation plans and grading plans.
- Interpret and apply Federal, State, and local policies, procedures, laws and regulations relative to planning.
- Interact with co-workers at all levels in the organization in a collaborative and customer service-oriented manner; assist with interpreting and complying with Municipal Code requirements.

- Maintain record keeping and files on plans, permits, maps, and other materials and records.
- Review and process residential design review applications including preparation of staff reports and presentations at Planning Commission.

SUPERVISION RECEIVED AND EXERCISED

Planning Technician I – Receives technical and functional supervision from higher level Planning staff.

Planning Technician II - Receives general supervision from assigned supervisory staff and/or Department Head. May exercise technical and functional supervision over lower level staff.

Working Conditions: Maintain physical condition appropriate to the performance of assigned duties and responsibilities that may include the following: prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, and stooping in the performance of daily activities. This position also requires grasping, repetitive hand movement and fine coordination when using a computer. Ability to lift, push, and pull up to twenty-five pounds. May be exposed to environmental conditions related to weather and noise when performing field inspections.

Knowledge of:
Procedures of building permit issuance.
Knowledge of building and zoning codes.
Basic principles of practices of urban planning.
Pertinent Federal, State and local laws, codes and regulations.
Principles of computer software including word processing and spreadsheet programs.
Mathematical principles.

Ability to:
Analyze, organize and compile technical and statistical information, and to prepare routine reports.
Ability to read and interpret building plans, site plans, building, grading, and landscape plans.
Work independently in the absence of supervision.
Understand and carry out oral and written directions.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines -- *Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:
Level I: A minimum of one year of experience in urban planning and working with public.

Level II: Two (2) years of increasingly responsible experience in urban planning which would include reviewing and plan check of minor commercial and other related projects, research general property records, issuing permits and experience with the interpretation and application of rules and regulations. Public Sector experience preferred.

Education:

Equivalent to Bachelor's degree in urban planning, environmental planning, geography, landscape architecture, or a related field is preferred.

License or Certification:

Possession of, or ability to obtain, a valid California Class C driver's license.

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS AMENDING THE CLASSIFICATION PLAN FOR THE PLANNING TECHNICIAN POSITION

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

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

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

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

SECTION 1. The City Council does approve the amendment of the Classification Plan to modify the classification of Planning Technician to Planning Technician I/II; Range 37R/44R.

SECTION 2. The City Council does approve the amendment of the 2016/2017 Authorized Position to convert the Planning Technician I/II position from a 75% Part-Time position to a 100% Full-Time position.

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

PASSED, APPROVED, AND ADOPTED this 13th day of September 2016.

_____
ART BENNETT, MAYOR

ATTEST:

_____
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 14

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DOCUMENTATION AND SUPPORTING TECHNICAL STUDIES FOR THE COSTCO GAS STATION RELOCATION AND EXPANSION PROJECT

RECOMMENDATION:

Authorize the execution of a new Professional Services Agreement with Dudek in an amount of $39,980 to prepare CEQA documentation and related technical studies for the proposed Costco Gas Station Relocation and Expansion Project located at 13101 and 13111 Peyton Drive.

BACKGROUND/ANALYSIS:

The proposed project will relocate the existing Costco gas station south from its current location to the parking area in front of Costco's tire center, east of the former Banner Mattress location. Additionally, the project will expand the existing twelve (12) fuel pump gas station to eighteen (18) fuel pumps spread over nine (9) islands, install new underground storage tanks, and construct a new 5,520 square foot canopy. The existing gas station will be replaced by a new parking lot to be utilized by Costco customers.

Dudek will be conducting the environmental review for the Project in accordance with CEQA and the City's CEQA implementation policies and guidelines, including the preparation of the necessary CEQA documentation and related technical studies, which at this time are anticipated to be as follows:

- Air Quality Study (including Greenhouse Gas Emissions analysis)
- Noise and Vibration Study

If the Initial Study concludes that the proposed project would result in significant impacts that cannot be mitigated, then preparation of an Environmental Impact Report (EIR)

would be required, instead of a Mitigated Negative Declaration (MND). If an EIR or additional studies are deemed necessary, an amendment to this agreement would be required. Staff would then seek City Council authorization to increase the contract amount after this determination. If a MND with the above-listed studies is all that is required to adequately review the environmental issues, then Dudek has committed to completing the Initial Study, the technical studies and an MND for an amount not-to-exceed $39,980.

Dudek was one of three consultants that submitted a proposal on the project after it was sent out to five firms on the City's approved On-call Environmental and Planning Related Consultant Services RFQ list. Dudek has a high level of experience and expertise with preparing related environmental documents. Their proposed cost is competitive and consistent with the cost for recent environmental reviews in the City by other consultants.

ENVIRONMENTAL REVIEW:

This action of approving is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment because it is only a preliminary action required in order to study the proposed project.

REVIEW BY OTHERS:

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

FISCAL IMPACT:

Preparation of the environmental documents for the proposed Costco Gas Station Relocation and Expansion Project will not directly impact the City's General Fund nor will it have a fiscal impact to the City in that the project applicant will incur all costs associated with the preparation of the environmental documents. The services provided by Dudek will be reimbursed to the City by the project developer through Trust Deposit Accounts. This agreement will be in an amount of $39,980.

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 DUDEK

THIS AGREEMENT, made and entered into this 13th day of September, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and Dudek 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 September 14, 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 $39,980.00. 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" provided Consultant gives City notice of such court order or subpoena.

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

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

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

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

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

14. INDEMNIFICATION.

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

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

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

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

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

15. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant.
Attention: Collin Ramsey
Dudek
31878 Camino Capistrano #200
San Juan Capistrano, CA 92675

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

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

A. Exhibit A: 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

Art Bennett
Mayor

ATTEST:

Cheryl Balz
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

DUDEK

8-24-16

(Signature)

Dudek
Frank Dudek
President

(Title)

(Signature)

Asst. Secretary

(Title)

EXHIBIT A

SCOPE OF WORK

The City has indicated that preparation of an initial study (IS) supporting either a negative declaration (ND) or a mitigated negative declaration (MND) would likely be the appropriate CEQA approach for the proposed project. For the purposes of presenting the following scope of work, it is assumed that an MND would be required. Should the findings of the IS and supporting technical studies determined that an ND is the more appropriate CEQA document, the following scope of work and estimated fees would not substantively change and would apply equally to preparation and processing of an ND.

Task 1: Technical Studies
Task 1.1: Air Quality and Greenhouse Gas Emissions Study

Air Quality
An assessment of the proposed project's air quality impacts will be conducted using the significance thresholds set forth by the CEQA Guidelines and the South Coast Air Quality Management District (SCAQMD). The air quality assessment will briefly describe current air quality conditions and recent trends in the South Coast Air Basin and project area based on California Air Resources Board and U.S. Environmental Protection Agency air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified and applicable air quality policies, regulations, and standards will be summarized.

Emissions associated with the construction phase of the proposed gas station relocation and expansion project will be estimated using the California Emissions Estimator Model for land use emissions. In addition to estimating emissions associated with construction of the new fuel pumps/islands, USTs, and 5,520-square-foot canopy, emissions generated during demolition of the existing gas station, removal of the existing USTs, and construction of a parking lot will also be estimated. The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing, and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the project applicant and/or through the use of standardized approaches. The significance of the construction emissions will then be evaluated based on SCAQMD's significance criteria.

SCAQMD also recommends that a project's construction emissions be assessed using SCAQMD's localized significance thresholds. The localized significance thresholds are intended to assess whether construction of a project would cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the project site. For projects with a total site area of 5 acres or less, the assessment may use a simple "lookup table" approach provided by the SCAQMD. Because the project site is less than 5 acres, conformance with the localized significance thresholds will be determined using the lookup tables and construction emissions estimates from the California Emissions Estimator Model.

Based on the provided project description, it is assumed that the relocated and expanded gas station project would not generate an increase in vehicle trips compared to the existing

gas station. It is also assumed that the new gas station would include more fuel pumps compared to the existing gas station; however, similar to the vehicle trips, the fuel throughput would not increase. Because the proposed project would not result in an increase to either the fuel throughput or vehicle trips, emissions associated with long-term operational emissions (i.e., mobile, area, and energy source emissions), including fuel tank operation (fuel transfer, storage, and dispensing), will not be estimated for the proposed project. Accordingly, potential impacts associated with operation of the proposed project will be qualitatively addressed.

Although our current scope of work does not include budget to estimate operational emissions, if the proposed project is modified to include a change in operational intensity (e.g., an increase in vehicle trips, increase in fuel throughput, and/or changes to the size or type of the new USTs), Dudek has the capabilities to perform an operational emissions analysis and can provide a separate scope of work and budget for this effort. If this additional effort is requested under a potential separate scope of work, volatile organic compound (VOC) emissions associated with gasoline tank breathing, loading, refueling, and spillage would be estimated using the SCAQMD or California Air Resources Board emissions factors and the U.S. Environmental Protection Agency's TANKS model.

In regard to the siting of gasoline dispensing facilities near sensitive receptor land uses, such as residences, the California Air Resources Board's Air Quality and Land Use Handbook (2005) recommends avoiding siting new sensitive land uses within 300 feet of a large gas station (defined as a facility with a throughput of 3.6 million gallons per year or greater) or within 50 feet of typical gas-dispensing facilities. Although the proposed project would be siting a new gas station rather than siting a new sensitive land use near a gas station, these siting distance recommendations should be considered. It is anticipated that the new gas station would exceed a throughput of 3.6 million gallons per year; however, it is estimated that the closest sensitive receptors to the new gas pumps (residences located to the south of the project site) would be just outside of 300 feet. As such, for budgetary purposes, our scope of work and budget does not include a health risk assessment to evaluate the potential for an individual or group of people (population) in the project area to suffer serious health effects from either short- or long-term exposure to one or more toxic air contaminants.

Additional thresholds from Appendix G, Environmental Checklist, of the CEQA Guidelines will also be evaluated, including the potential for the project to cause objectionable odors and to impede attainment of standards in the SCAQMD 2012 Air Quality Management Plan.

Greenhouse Gas Emissions

The greenhouse gas (GHG) emissions assessment will include a brief description of global climate change and a summary of key applicable regulatory measures. Construction GHG emissions calculations will be based on the same construction and demolition scenario used in the air quality analysis. As discussed under the air quality analysis scope of work, the relocated and expanded gas station project is not anticipated to generate additional vehicle trips or operational source emissions associated with an increase in intensity of use. Accordingly, potential project operational impacts would only be qualitatively addressed.

The impact analysis will reflect Appendix G of the CEQA Guidelines; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a

significant impact on the environment and (b) conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. The SCAQMD GHG CEQA Significance Threshold Working Group has proposed options from which lead agencies can select to screen thresholds of significance for GHG emissions in residential and commercial projects; however, no thresholds have been formally adopted. Options the SCAQMD evaluated include bright-line screening thresholds of 3,000 metric tons of carbon dioxide equivalent (MT CO2E) per year for all land use types. Based on our review of recent CEQA documents, including the General Plan Update Program EIR and GHG study, it is our understanding that the City's guidance is to use the SCAQMD's proposed thresholds to assess the significance of project-generated GHG emissions. We will work with City staff to confirm application of the appropriate threshold for evaluating the project's GHG emissions under CEQA. Our budget assumes that a simple emissions-based threshold, such as 3,000 MT CO2E per year, can be used and estimated project-generated construction emissions will be amortized over 30 years and compared to the operational emissions threshold.

The City's General Plan Update Program EIR includes a policy to develop and implement a Climate Action Plan (Policy CN-3.2); however, a comprehensive climate action plan has not been adopted at this time. The City participated in the San Bernardino Associated Governments' Regional GHG Reduction Plan (March 2014), which outlines reduction strategies for San Bernardino County and the 21 incorporated cities that participated in the Regional GHG Reduction Plan study. As part of the plan, the City selected a goal of reducing its community GHG emissions to a level that is 20% below its projected emissions level in 2020, which the City exceeds with state and county-level actions. The City, however, does not use this target reduction as a significance threshold under CEQA. Instead, the SCAQMD's recommended thresholds (as discussed above) will be applied. Dudek will provide a discussion of applicable state regulations (Assembly Bill 32 Scoping Plan measures) and any General Plan Update goals, policies, and actions that help the City contribute to regional GHG reduction efforts; however, based on our preliminary review of the City's goals, it is anticipated that the majority will not be applicable to the proposed project.

Deliverables:

- Air quality and GHG emissions analysis included in the IS/MND
- Air quality and GHG emissions modeling outputs appended to the IS/MND

Task 1.2: Noise and Vibration Study

Dudek will conduct a technical noise and vibration assessment for the proposed project. The analysis will address potential noise impacts from construction and operation of the proposed project at adjacent noise-sensitive receivers. The proposed relocation of the gas station would reduce the distance from the facility to nearby residences to the south from approximately 600 feet at the present time to approximately 300 feet, and the increase in the number of pumps could result in increased noise from on-site activities.

A field noise study will be conducted to measure existing on- and off-site noise conditions. Sound-level data will be collected over 10- to 15-minute periods at two or more on-site locations, as well as at nearby noise-sensitive land uses to the west and south. Potential impacts at nearby noise-sensitive land uses from demolition, excavation, grading, and construction noise/vibration will be evaluated based on typical construction activities

associated with similar development projects and noise modeling methods developed by the Federal Highway Administration. Increases in on-site operational noise from the proposed expansion of the gas station and relocation closer to noise-sensitive land uses will also be addressed. If noise impacts are identified, mitigation measures will be developed and recommended to comply with the City's noise ordinance.

Because the project is not anticipated to result in increased trip generation, long-term (operational) noise effects from project-related traffic on the local roadways will not be evaluated for the proposed project.

The significance of noise and vibration impacts will be assessed based on the relevant federal, state, and City thresholds. If significant impacts are identified, mitigation measures to reduce impacts will be recommended. The noise study methodology, regulatory background, existing conditions, noise impacts, and mitigation measures will be summarized in the IS/MND.

Deliverables:

- Noise and vibration analysis included in the IS/MND
- Noise and vibration modeling outputs appended to the IS/MND

Task 2: Preliminary Draft IS/MND

Consistent with both Appendix G of the CEQA Guidelines and the City's local CEQA implementation guidelines, Dudek will prepare one preliminary draft version of the IS/MND for review and comment by the City. The Preliminary Draft IS/MND will identify potentially significant environmental impacts associated with the proposed project, and, if required, feasible mitigation measures recommended to reduce adverse impacts to less than significant. Environmental setting, impact analyses, and substantiating documentation will be provided to support all responses and conclusions, including concise tables and high-quality, full-color figures. All environmental impact areas outlined in Appendix G of the CEQA Guidelines will be discussed and analyzed. The findings of all technical studies prepared by Dudek (see Task 1) and the City's traffic consultant will be summarized and incorporated into the Preliminary Draft IS/MND to support the significance determinations.

Following one round of review of and comment on the Preliminary Draft IS/MND by the City, we will make one round of revisions, as required. It is our intent that these revisions will satisfactorily address all prior comments on the Preliminary Draft IS/MND, and only minor editorial refinements will be required. This revised version of the Draft IS/MND will serve as the final version of the document ready for public circulation.

Deliverables:

- PDF of the Preliminary Draft IS/MND and technical appendices
- Five bound hard copies of the Preliminary Draft IS/MND (with CD of appendices affixed to back cover)

Task 3: Draft IS/MND

Dudek will finalize the public review version of the Draft IS/MND and publicly distribute the document to the County Clerk, State Clearinghouse (if applicable), responsible and trustee agencies, surrounding jurisdictions, and other interested parties pursuant to the distribution

list prepared by the City. Hard copies of the Draft IS/MND, unless otherwise specified below, will include technical appendices on a CD affixed to the back cover of the document. Dudek will distribute the deliverables via U.S. Postal Service certified mail and/or FedEx overnight service, and will include the Notice of Intent to Adopt a Proposed MND and Notice of Completion, both prepared by Dudek. We will also create an optimized, web-ready PDF of the Draft IS/MND for the City to post online.

For the purposes of this scope of work, it is tentatively assumed that the Draft IS/MND will not need to be sent to the State Clearinghouse for distribution to and review by applicable state resource agencies, because the proposed project is not expected to impact any state resources. The minimum public review period for a Draft IS/MND sent to the State Clearinghouse is 30 days. If the City concludes that the proposed project would not result in environmental impacts to resources managed by state agencies, then the City, as lead agency, can determine that the Draft IS/MND need only be locally circulated, and the public review period can be shortened to a minimum of 20 days.

Deliverables:

- PDF of the Draft IS/MND and technical appendices
- Twenty-one bound hard copies of the Draft IS/MND (with CD of technical appendices affixed to back cover)
- One unbound hard copy of the Draft IS/MND and technical appendices
- Fifteen CDs of the Draft IS/MND and technical appendices
- PDFs of the Notice of Intent and Notice of Completion

Task 4: CDFW No Effect Determination Form

For the assessment of CEQA filing fees, a project that causes any disturbance to habitat on which fish and wildlife may depend or that causes direct harm to fish and wildlife is considered to have an effect on fish and wildlife. A filing fee is required regardless of project size, magnitude of the effect, or whether the effect on the environment is considered positive or negative (14 CCR 753.5(d)).

Lead agencies or project applicants that anticipate their project having no effect on fish and wildlife may request a no effect determination (NED) from the California Department of Fish and Wildlife (CDFW). Requests should be submitted when the CEQA document is released for public review, should include sufficient documentation to support a NED, and must be submitted to the appropriate CDFW Regional Office. After receipt of the NED form, CDFW may determine that a project would have no effect on fish and wildlife if all of the following conditions apply:

- The project would not result in or have the potential to result in harm, harassment, or take of any fish and/or wildlife species.
- The project would not result in or have the potential to result in direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species.

- The project would not result in or have the potential to result in the removal of vegetation with potential to support wildlife.

- The project would not result in or have the potential to result in noise, vibration, dust, light, pollution, or an alteration in water quality that may affect fish and/or wildlife directly or from a distance.
- The project would not result in or have the potential to result in any interference with the movement of any fish and/or wildlife species.

Dudek will prepare a draft NED form for review prior to submittal to CDFW. The intent of the NED form will be to help CDFW staff determine that because of the infill nature of the proposed project and the highly developed character of the broader project area, implementation of the project would not result in or have the potential to result in harm, harassment, or take of any fish and/or wildlife species, nor would it result in or have the potential to result in direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species.

Deliverables:

- PDF of draft NED form
- PDF of final NED form

Task 5: Final IS/MND

Dudek will provide responses to comments from all agency and public comments that raise substantive environmental issues associated with the Draft IS/MND. The responses will be thoughtful and thorough, and will be provided as part of the Final IS/MND. Based on the nature of the proposed project and the proximity to potential stakeholders, it is anticipated that up to 10 comments will be received by the City in relation to the proposed project (note that a single comment letter may include several comments). If an unusual/unanticipated number of comments are received, substantially beyond the number identified herein, we will work with you to revise our scope of work.

Dudek will prepare a mitigation monitoring and reporting program (MMRP) pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures recommended in the IS/MND. This comprehensive MMRP will provide the City with a single source of reference to the full range of mitigation measures to be implemented to ensure achievement of the impact avoidance envisioned in the IS/MND. For each measure or group of similar measures, the party or parties responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

The comment letters and responses, the MMRP, a preface, and, if applicable, a discussion of any minor edits made to the Draft IS/MND as a result of comments, will constitute the Final IS/MND. Following one round of the City's review, we will finalize and mail the Final IS/MND to any party who provided comments on the Draft IS/MND.

Deliverables:

- PDF of the Final IS/MND and technical appendices

- Five hard copies of the Final IS/MND (with CD of technical appendices affixed to back cover)
- One unbound hard copy of the Final IS/MND and technical appendices
- Five CDs of the Final IS/MND and technical appendices

Task 6: Project Management, Meetings, and Hearings
The Dudek project manager will attend one project kickoff meeting with the City to discuss the proposed project and the overall CEQA process, receive updated project plans, identify any outstanding data needs, establish internal communication protocols, and refine the project schedule. In addition to the initial kickoff meeting, the Dudek project manager will prepare for and attend up to three internal City meetings, one community meeting, and up to two public hearings where the IS/MND will be considered for approval by the City's Planning Commission and City Council.

This task also includes time for the Dudek project manager to oversee the IS/MND's budget, scheduling, and implementation, as well as organizing and overseeing preparation of the document. The project manager will be responsible for facilitating completion of each task order on time and within the contracted budget while verifying that the product meets the City's needs. The project manager will track the budget, schedule, and scope of work to facilitate efficient use of resources.

Deliverables:
- Ongoing project management tasks
- Preparation for and attendance at one project kickoff meeting, three internal City meetings, one community meeting, and up to two public hearings

Task 7: Notice of Determination
Consistent with CEQA Guidelines Section 15075, Dudek will prepare and file a Notice of Determination (NOD) with the San Bernardino County Clerk within 5 working days of the City's approval of the proposed project. As a local agency, the City needs to file the NOD only with the county unless the proposed project requires approval from a state agency, in which case the NOD must also be filed with the State Clearinghouse.

Along with the NOD, CDFW CEQA filing fees (if applicable) will need to be paid to the County Clerk at the same time that the NOD is filed. We assume that we will be provided with a check for these fees (currently $2,210.75 for an ND or MND) by the City at the same time that the proposed project is approved. The estimated fees assumed for the scope of work outlined herein do not include these CEQA filing fees.

Deliverables:

- Preparation and filing of the NOD with the County Clerk (and possibly also the State Clearinghouse)

EXHIBIT B

FEES

The estimated fees to prepare the CEQA documents outlined in the preceding scope of work are presented in Table 2. As provided in Table 2, Dudek proposes a time-and-materials, not-to-exceed fee of $39,980 to complete the tasks required for the IS/MND. The total cost included in this proposal covers the scope of work described in the previous paragraphs, as well as all travel, printing, and associated expenses. Due to potentially dynamic project considerations, including environmental occurrences, changes in the project description, and/or modifications in public/private policy, Dudek reserves the right to shift funds among individual task budgets according to specific needs.

Table 2
Estimated Fees

Task	Estimated Fee[1]
Task 1: Technical Studies	$12,230
Task 1.1: Air Quality and Greenhouse Gas Emissions Study	*$6,000*
Task 1.2: Noise and Vibration Study	*$6,230*
Task 2: Preliminary Draft IS/MND	$11,850
Task 3: Draft IS/MND	$4,700
Task 4: CDFW No Effect Determination Form	$1,190
Task 5: Final IS/MND	$4,300
Task 6: Project Management, Meetings, and Hearings	$5,180
Task 7: Notice of Determination	$530
Total professional labor (plus other direct costs)	**$39,980**

[1] Excludes the CDFW fees (if applicable) paid during filing of the NOD with the County Clerk.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 15

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: HUMAN SERVICES AGREEMENT WITH THE CITY OF CHINO FOR FISCAL YEAR 2016-17

RECOMMENDATION:

Authorize execution of an agreement with the City of Chino in a not to exceed amount of $125,863 for the provision of fiscal year 2016-17 human services programs.

BACKGROUND/ANALYSIS:

The City of Chino Hills has provided a Human Services Program to its residents consistently for the last fifteen years through a contract for services with the City of Chino. The Human Services Program provides individual and family counseling which addresses substance abuse, delinquency, and other social and behavioral issues.

The City of Chino will provide the following human services programs during fiscal year 2016-17:

- HOPE Family Resource Centers
- Teen Counseling
- Youth Counseling
- Experiences in Career, Education, and Leadership (EXCEL)
- Children's Academic Recovery Education (CARE)
- Tobacco Use Prevention Education Program (TUPE)

Human services programs are offered to all schools within the Chino Valley Unified School District (CVUSD). Participating schools are the primary referral agents and each individual school has the ability to choose whether or not they would like to offer the appropriate programs to their students. The City of Chino will provide administrative supervision and oversight of the Human Services Program. Individual schools monitor the clinical staff associated with each program and the overall effectiveness of the programs through client surveys. Chino Hills staff will continue to monitor the program through intake, contact statistics, and sample surveys that are included in the semi-annual reports prepared and submitted by the City of Chino.

HOPE Family Resource Centers, Teen Counseling, Youth Counseling, EXCEL, CARE and TUPE are all returning programs that were offered last fiscal year. Chino Hills staff has reviewed the 2015-16 intake and contact statistics provided by the City of Chino and surveys prepared by school administrators. During fiscal year 2015-16, 15,923 contacts were made with Chino Hills youth, which represents forty-two percent (42%) of the total Human Services Program. The vast majority of the comments by Chino Hills school administrators who are using the programs were positive, and each felt the programs were meeting the intended goals. Staff also communicates regularly with the program administrators in Chino to identify participation trends, opportunities for improvement, and to ensure the program is accessible to and beneficial for Chino Hills residents. Below are the participation numbers by program:

Program	Participants	Percentage
HOPE Family Resource Center	1,204	18%
Teen Counseling	1,155	40%
Youth Counseling	1,513	41%
EXCEL	61	25%
C.A.R.E.	37	13%
TUPE	11,953	49%
Total	15,923	

The total program cost is reduced by any grant funding received to establish a net cost. Once the net program cost is calculated, the total projected contract cost for Chino Hills is determined based upon an estimated 40% participation by Chino Hills schools. Although the projected contract costs are based upon an estimate, billing is based on actual participation. The 2016-17 program projected net cost is $125,863, which is $7,537 lower than staff had anticipated when preparing the budget.

REVIEW BY OTHERS:

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

FISCAL IMPACT:

Funding for these services is included in the fiscal year 2016-17 adopted budget.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental QualityAct (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

Attachment: Human Services Agreement

AGREEMENT

CITY OF CHINO AND CITY OF CHINO HILLS

HUMAN SERVICES PROGRAMS

FY 2016-2017

This agreement, entered into this 1st day of July 2016 by and between the City of Chino, a municipal corporation, herein referred to as "Chino" and the City of Chino Hills, a municipal corporation, herein referred to as "Chino Hills" includes the terms and conditions regarding the Human Services Programs provided to the Chino Valley Unified School District.

Whereas, Chino and Chino Hills have joined together to deliver a comprehensive Human Services Program, to the areas commonly referred to as the Chino Valley, through the Chino Valley Unified School District. The Human Services Program provides youth and adults with effective and positive programs in which to participate.

Whereas, services provided in the Human Services Program include individual and family counseling which address substance abuse, delinquency diversion and other social issues.

I. HUMAN SERVICES PROGRAMS

The City of Chino, Human Services Division, shall agree to provide and administer the following programs to the City of Chino Hills:

A. HOPE FAMILY RESOURCE CENTERS

The HOPE Family Resource Centers are school based service sites dedicated to preserving and strengthening local families in need of support. Eight resource centers, strategically located and accessible from all areas of the school district, will house a bilingual Case Manager to work closely with school administration and district staff to identify students and families in need of assistance. Two of the eight resource centers, Glenmeade Elementary School and the Alternative Education Center are located in the City of Chino Hills. Once identified, counselors, family advocates and community partners will work together to address issues, drawing on other resources for additional support. A Case Manager will be dedicated to assist (CARE) program children and their families in the Chino Valley Unified School District who have been identified as "homeless" in assisting them with minimizing the educational disruptions. The Case Manager will provide CARE packages to the identified students, referrals to mental or physical health agencies, and follow-up on the progress of the students. The Case Manager will also provide referrals for families that pertain to their special needs.

B. TEEN COUNSELING

The Teen Counseling program provides counseling services to junior and senior high school students. This program helps teens deal with school, family, and peer adjustment issues. This program is designed to provide short-term counseling, guidance with behavioral issues, and positive dialogue opportunities. Administrator evaluations are requested.

C. YOUTH COUNSELING

The Youth Counseling program provides assistance for elementary school-aged children who are in need of guidance with behavioral issues. Administrator evaluations are requested.

D. EXCEL (EXPERIENCES IN CAREER, EDUCATION, AND LEADERSHIP)

The Experiences in Career, Education, and Leadership (EXCEL) program provides high school age students that the Chino Valley Unified School District has identified as "homeless" with tools that will help them stay in school while providing them with the necessary job skills to find employment with local businesses. The program Case Manager provides job training opportunities for students in areas such as completing job applications; obtaining work permits; writing resumes; interviewing techniques; and dressing appropriately.

E. CARE Counseling

The McKinney-Vento Children's Academic Recovery Education (CARE) program assists children in the Chino Valley Unified School District who have been identified as "homeless" in assisting them with minimizing the educational disruptions. A Counselor is referred by the CARE Case Manager to provide counseling services to the student and/or family. The Counselor will provide counseling to the students in the program at their respective school sites. The Counselor will also provide referrals for families that pertain to their special needs.

F. TUPE (TOBACCO USE PREVENTION EDUCATION PROGRAM)

The Tobacco Use Prevention Education (TUPE) program consists of five intervention/prevention programs: Project ALERT and the Minnesota Smoking Prevention Program (MSPP). Project ALERT is a substance abuse prevention program designed to give junior high students insight, understanding, and actual skills for resisting substance abuse. The MSPP is designed to help sixth grade students resist the pressure to use tobacco. The program will help identify reasons why children smoke. Smokeless Saturday School (SSS) is an intervention program offered up to twenty-six Saturdays during the school year, on a rotating basis, at all high schools and junior high schools. The Adolescent Smoking Cessation Escaping Nicotine and Tobacco (ASCENT) will be offered during the fall and spring semester at Ayala and Chino Hills High School. Tobacco Advocacy will be conducted during one Health Science class per week for 16 weeks (one semester) at Ayala and Chino Hills High School. The program will consist of hosting one student advocacy day, which can include working with City or County government on policy, PSA's, art projects, Youth Decoy, Hollywood Media campaign, or peer education.

II. PROGRESS REPORTS

Participation reports outlining programming activity shall be forwarded to the City of Chino Hills semi-annually. The first report shall summarize program activity from July 1 through December 31, 2016 and the second shall provide information from January 1 through June 30, 2017. These reports shall be delivered to the City of Chino Hills within 30 days after the end of the reporting period. Each set of reports shall include:

A. INFORMATIONAL ITEMS: Items such as curriculum changes and brochures.

B. STATISTICS - Statistical data indicating units of services provided to the residents of Chino Hills.

C. PROGRAM EVALUATIONS: A narrative will summarize, analyze, and constructively critique the programs. It will provide participant breakdowns by schools and the results of the pre and post tests (where applicable). Program summary will be completed with the second half report.

III. BILLINGS AND PAYMENTS

A. BILLINGS

Chino shall provide semi-annual billing statements to Chino Hills. These statements shall be included with the semi-annual progress report. Billing invoices shall include cost recovery for program administration and other related costs such as supplies. Program costs shall be reimbursed at a rate based on the "actual" percentage of Chino Hills students served for each program. The attached contract total reflects an estimated contract rate based on historical participation of 40%. In addition to program cost, 22% for General Overhead shall be due.

General Overhead shall include 22% of Community Services Department overhead. Community Services Department overhead shall include expenses charged and distributed to the Human Services Program budget.

B. PAYMENTS

Chino Hills shall remit payment to Chino within 30 days of receipt of billing statement. Payment shall be made payable to "City of Chino" and shall be sent to:

City of Chino
Community Services Department
Attn: Janelle Bower
13220 Central Avenue
Chino, CA 91710

IV. MID-YEAR ADJUSTMENTS

Many of the programs provided through this agreement are funded through grants from County, State, and Federal entities. As such, unpredicted changes (such as, funding decreases, increases, or elimination) may require mid-year adjustments to this agreement. Necessary adjustments shall be discussed by both parties, mutually agreed upon, and formalized through an amendment to this agreement.

Any new programs received and/or developed mid-year shall be presented to Chino Hills for an opportunity to participate. Should additional services or programs be requested, the responsibilities and costs of such shall also be formalized through an amendment to this agreement.

V. TERM, RENEWAL AND TERMINATION

A. TERM AND RENEWAL

This agreement shall, unless sooner terminated as hereinafter provided, remain in force for a period of twelve months commencing July 1, 2016 and terminating on June 30, 2017. Not earlier than one hundred-twenty (120) days, and not later than sixty (60) days, prior to the end of the term hereof, the parties agree to meet and confer to negotiate continuing this Agreement for the next succeeding year and the terms thereof; provided that neither party shall be required to continue this agreement beyond the original term, that neither party shall be required to negotiate for more than (60) days and that neither party shall be prevented from exercising any rights retained under this agreement solely because of such negotiations.

B. TERMINATION

At any time during the term hereof, the obligations of the parties hereunder may be terminated by either party with or without cause effective sixty (60) days after written notice to the other party of its election to so terminate.

C. TEMPORARY CONTINUATION OF SERVICES

Chino Hills may notify Chino upon termination of this Agreement that it continues to need the services of Chino while transitioning to another contractor with regard to the services provided hereunder. Upon receipt of such notice, Chino shall continue to provide services hereunder subject to the termination provisions of subsection B above.

VI. NOTICE

All notices under this Agreement shall be in writing and shall be delivered by courier service or by certified or registered mail, postage prepaid, return receipt requested, of the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been

duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To CHINO HILLS	City Clerk City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709
To CHINO	Ted Bistarkey City of Chino 13201 Central Avenue Chino, CA 91710

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

VII. INDEMNITY

Each party shall defend, hold harmless, and indemnify the other as to any and all claims, judgments, liabilities for personal injuries and property damage directly arising out of each party's performance of the Agreement. Each party shall provide liability insurance, $1,000,000.00 single limits, or if self-insured, shall provide proof of self-insurance to the other party.

VIII. GOVERNING LAW

This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of California and shall be deemed to have been entered into in Chino, California for purposes of venue no matter where actually executed.

IX. SEVERABILITY

If any provision of this Agreement shall be determined to be contrary to law or unenforceable, the remaining provisions shall, at the option of the party who would have been benefited by such unenforceable provision, be severable and enforceable in accordance with their terms.

X. ENTIRE AGREEMENT

This Agreement, the Schedules attached hereto and any other document delivered pursuant hereto, constitute the entire agreement of the parties. No changes, modifications, or additions to the Agreement shall be valid unless the same shall be in writing, signed by all parties hereto and made in accordance with the provisions of this Agreement.

XI. AMENDMENTS

This Agreement may be amended only in writing signed by all parties hereto.

XII. ATTORNEY'S FEES

The Parties each agree that, in the event of any breach of this Agreement, the party aggrieved shall be entitled to recover from the party who breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred by said party, including court costs, attorney's fees, and other costs and expenses, taxable or otherwise, reasonably necessary in preparing the defense of, defending against, or seeking or obtaining an abatement of, or an injunction against, such action or proceeding, or in enforcing this Agreement, or in establishing or maintaining the applicability of, or the validity of, this Agreement, or any provision thereof, and in the prosecuting any counterclaim or cross-complaint based thereon.

XIII. COUNTERPARTS

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the agreement on file in the Office of Chino's City Clerk is the version of the agreement that shall take precedent should any differences exist among counterparts of the document.

CITY OF CHINO

APPROVED BY:

CITY MANAGER – Matthew C. Ballantyne

DATE

ATTEST:

CITY CLERK DATE

APPROVED AS TO CONTENT:

Linda Reich DATE
Director of Community Services

APPROVED AS TO FORM:

(Signature Not Required)

City Attorney DATE

CITY OF CHINO HILLS

APPROVED BY:

MAYOR – Art Bennett

DATE

ATTEST:

CITY CLERK DATE

APPROVED AS TO FORM:

City Attorney DATE

ATTACHMENT A

CITY OF CHINO HILLS
SALARIES WORKSHEET
FY 2016-17

Full Time Salaries	Hope Family Resource Center	Teen Counseling	Youth Counseling	EXCEL	C.A.R.E.	TUPE	TOTAL
Supervisor	35.0%	0.0%	0.0%	2.0%	0.0%	10.0%	47.0%
	$ 25,733.40	$ -	$ -	$ 1,470.48	$ -	$ 7,352.40	$ 34,556.28
Clinical Specialist	4.5%	10.0%	10.0%	1.0%	1.0%	1.0%	27.5%
	$ 3,500.28	$ 7,778.40	$ 7,778.40	$ 777.84	$ 777.84	$ 777.84	$ 21,390.60
Coordinator	10.0%	20%	20%	0%	10%	0.0%	60.0%
	$ 5,706.00	$ 11,412.00	$ 11,412.00	$ -	$ 5,706.00	$ -	$ 34,236.00
Subtotal	$ 34,939.68	$ 19,190.40	$ 19,190.40	$ 2,248.32	$ 6,483.84	$ 8,130.24	$ 90,182.88
Benefits (61%)	$ 21,313.20	$ 11,706.14	$ 11,706.14	$ 1,371.48	$ 3,955.14	$ 4,959.45	$ 55,011.56
TOTAL	**$ 56,252.88**	**$ 30,896.54**	**$ 30,896.54**	**$ 3,619.80**	**$ 10,438.98**	**$ 13,089.69**	**$ 145,194.44**

Part Time Salaries

Account Technician (20%)	$ 1,409.66	$ 1,409.66	$ 1,409.66	$ 1,409.66	$ 1,409.66	$ 1,409.66	$ 8,457.96
Direct Program Staff	$ 274,631.00	$ 51,422.40	$ 131,662.08	$ 6,463.00	$ 12,090.00	$ 46,217.00	$ 522,485.48
Subtotal	$ 276,040.66	$ 52,832.06	$ 133,071.74	$ 7,872.66	$ 13,499.66	$ 47,626.66	$ 530,943.44
Benefit (22%)	$ 60,728.95	$ 11,623.05	$ 29,275.78	$ 1,731.99	$ 2,969.93	$ 10,477.87	$ 116,807.56
TOTALS:	**$ 336,769.61**	**$ 64,455.11**	**$ 162,347.52**	**$ 9,604.65**	**$ 16,469.59**	**$ 58,104.53**	**$ 647,751.00**

Central Services (22%)	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 843.00
Insurance Allocated (22%)	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 1,822.98
Building Allocated (22%)	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 11,088.00
Operations (100%)	$ 5,600.00	$ 664.50	$ 1,779.00	$ 1,615.00	$ 250.00	$ 10,548.00	$ 20,456.50
Subtotal	$ 7,892.33	$ 2,956.83	$ 4,071.33	$ 3,907.33	$ 2,542.33	$ 12,840.33	$ 34,210.48
TOTALS:	**$ 400,914.82**	**$ 98,308.49**	**$ 197,315.40**	**$ 17,131.77**	**$ 29,450.90**	**$ 84,034.54**	**$ 827,155.91**

ATTACHMENT B

CITY OF CHINO HILLS
PROGRAMS WORKSHEET
FY 2016-17

	Hope Family Resource Center	Teen Counseling	Youth Counseling	EXCEL	C.A.R.E.	TUPE	Total
Full Time Salaries	$ 34,939.68	$ 19,190.40	$ 19,190.40	$ 2,248.32	$ 6,483.84	$ 8,130.24	$ 90,182.88
Part Time Salaries	$ 276,040.66	$ 52,832.06	$ 133,071.74	$ 7,872.66	$ 13,499.66	$ 47,626.66	$ 530,943.44
Benefits	$ 82,042.15	$ 23,329.20	$ 40,981.93	$ 3,103.46	$ 6,925.07	$ 15,437.31	$ 171,819.11
Central Services	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 140.50	$ 843.00
Insurance Allocated	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 303.83	$ 1,822.98
Building Allocated	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 1,848.00	$ 11,088.00
Operations	$ 5,600.00	$ 664.50	$ 1,779.00	$ 1,615.00	$ 250.00	$ 10,548.00	$ 20,456.50
Sub Total Cost	**$ 400,914.82**	**$ 98,308.49**	**$ 197,315.40**	**$ 17,131.77**	**$ 29,450.90**	**$ 84,034.54**	**$ 827,155.91**
Revenue	$ 351,050.00	$ 13,950.00	$ 65,000.00	$ 9,500.00	$ 15,000.00	$ 58,000.00	$ 512,500.00
Total Net	**$ 49,864.82**	**$ 84,358.49**	**$ 132,315.40**	**$ 7,631.77**	**$ 14,450.90**	**$ 26,034.54**	**$ 314,655.91**
Cost to Chino Hills Based on 40% Actuals	$ 19,945.93	$ 33,743.39	$ 52,926.16	$ 3,052.71	$ 5,780.36	$ 10,413.82	$ 125,862.37

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 16

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PUBLIC AGENCY RETIREMENT SERVICES (PARS) POST-EMPLOYMENT BENEFITS TRUST PROGRAM

RECOMMENDATION:

1. Adopt a Resolution entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES, APPOINTING THE CITY MANAGER OR HIS SUCCESSOR OR HIS DESIGNEE AS THE CITY'S PLAN ADMINISTRATOR, AND AUTHORIZING HIM TO EXECUTE ALL DOCUMENTS TO IMPLEMENT THE PROGRAM.

2. Authorize Transfer of $5,000,000 to PARS Post-Employment Benefits Trust Program once established.

BACKGROUND/ANALYSIS:

In 2012, the Government Accounting Standards Board (GASB) issued Statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires that governmental employers that sponsor Defined Benefit plans must recognize a net pension liability (unfunded accrued liability) on their balance sheet. This is the difference between the City's total pension liability (actuarial accrued liability) and actual plan assets.

GASB 68 applies to the City of Chino Hills because the City sponsors the Defined Benefit Plan known as the San Bernardino County Employees Retirement Association (SBCERA). The City reported its net pension liability for the first time on its June 30, 2015, Comprehensive Annual Financial Report (CAFR).

To reduce the GASB 68 net pension liability figure, the City's only prior option was to commit additional funds to SBCERA (in excess of its annual required contributions).

However, a recent private letter ruling received by PARS from the IRS established that the City could create a separate trust to "pre-fund" its unfunded pension liability. Thus, PARS has developed the PARS Post-Employment Benefits Trust Program (PARS Trust).

The PARS Trust provides the City with an alternative to sending unfunded liability funds to SBCERA. If the City instead provides these funds to the PARS Trust, PARS provides greater local control over assets than SBCERA and investment by a professional fund management team selected and monitored by the City. Further, the PARS Trust permits the City, under federal and state law, to invest in a more diversified array of investments to maximize investment returns long term and reduce the City's liability. The City will always have the option to transfer funds held in the PARS Trust to SBCERA.

The PARS Trust Program is a multiple employer trust so that public agencies regardless of size can join the program to receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. PARS Trust funds must be set aside in an exclusive benefit, irrevocable trust that cannot be accessed by creditors in order to be accounted for as assets to fund the liability on the City's financial statements.

PARS has partnered with US Bank to serve as trustee and its sub-adviser, HighMark Capital Management, Inc., to provide investment management services for the program. The estimated cost for PARS to manage the trust is $12,500 based upon an initial contribution of $5 million with an annual asset fee of .25%. The fee schedule is provided in the agreement as Exhibit 1B. The estimated cost for U.S. Bank/HighMark Capital Management, Inc. for the trustee and investment management fee is $17,500, and is based on an annual charge of .35%. The Discretionary Fee Schedule is provided as Attachment C. For cost comparison, Chandler Asset Management's estimated cost for the trustee and investment management fee is $15,000 and is based on an annual charge of .30%. Total combined administrative, trustee and investment management fees for PARS, US Bank, and HighMark Capital Management start at 0.60% of assets and will become lower as the City's assets in the program increase. The initial contribution of $5 million represents about twice the amount of the annual required employer contributions paid to SBCERA.

To date, forty-one (41) public agencies have adopted the PARS Trust to fund their net pension liability including the Cities of Rancho Cucamonga, Upland, and Brea.

REVIEW BY OTHERS:

The agenda item has been reviewed by the City Attorney.

FISCAL IMPACT:

The annual estimated costs for PARS management fee is $12,500 and $17,500 for U.S. Bank/HighMark Capital Management, Inc. for trustee and investment management fees for an estimated total of $30,000.

The estimated annual fiscal impact to the various funds is as follows:

General Fund	$13,400
Landscape and Lighting Fund	$ 1,600
Water Fund	$ 4,700
Sewer Fund	$ 1,700
Community Services Fund	$ 2,500
Community Development Fund	$ 3,700
Other Funds	$ 2,400

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:dk

Attachments: Resolution
Attachment A - Trust Agreement and Trust Adoption Agreement (Exhibit A to the Trust Agreement)
Attachment B - Agreement for Administrative Services
Attachment C - Discretionary Trustee Fee Schedule

RESOLUTION

RESOLUTION NO. 2016R-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES, AND APPOINTING THE CITY MANAGER OR HIS SUCCESSOR OR HIS DESIGNEE AS THE CITY'S PLAN ADMINISTRATOR FOR THE PROGRAM, AND AUTHORIZING HIM TO EXECUTE ALL DOCUMENTS TO IMPLEMENT THE PROGRAM.

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

WHEREAS, Public Agency Retirement Systems ("PARS") has made available the PARS Public Agencies Post- Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefit obligations; and

WHEREAS, the City of Chino Hills ("City") is eligible to participate in the Program, a tax-exempt trust under the relevant statutory provisions of the State of California performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under; and

WHEREAS, the City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Program.

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

SECTION 1. The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective September 13, 2016.

SECTION 2. The City Council hereby appoints the City Manager or his successor or designee as the City's Plan Administrator for the Program.

SECTION 3. The City's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program,

including the Adoption Agreement for the Public Agencies Post-Employment Benefits Trust Agreement and the PARS Agreement for Administrative Services, and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him to take whatever additional actions are required to administer the City's Program.

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

PASSED, APPROVED, and ADOPTED this 13th day of September 2016.

_____
ART BENNETT, MAYOR

ATTEST:

_____
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

ATTACHMENT A

Trust Agreement
and
Trust Adoption Agreement (Exhibit A to the Trust Agreement)

PUBLIC AGENCIES
POST-EMPLOYMENT BENEFITS
TRUST AGREEMENT

(Effective November 5, 2014)

ARTICLE I

DEFINITIONS

1.1 "**Adoption Agreement**" shall have the meaning given to such term in Section 2.3.

1.2 "**Agency Account**" shall have the meaning given to such term in Section 2.4.

1.3 "**Agreement for Administrative Services**" shall mean the agreement executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Agency Account of the Employer.

1.4 "**Assets**" shall have the meaning given to such term in Section 2.5.

1.5 "**Code**" shall mean the Internal Revenue Code of 1986 as amended from time to time.

1.6 "**Delegatee**" shall mean an individual or entity, appointed by the Plan Administrator or Employer to act in such matters as are specified in the appointment.

1.7 "**Effective Date**" shall mean the date first written above, the date the Trust was established, and with respect to each Employer, the Effective Date shall be the date on which the Employer executes the Adoption Agreement.

1.8 "**Eligible Beneficiary**" shall mean any person who, due to his or her relationship to an Eligible Employee, is entitled to post-employment benefits pursuant to the Employer's Pension Plan or OPEB Plan, including but not limited to the Eligible Employee's current or former spouse or domestic partner, child, dependent, or survivor.

1.9 "**Eligible Employee**" shall mean any employee of an Employer who is entitled to post-employment benefits pursuant to the Employer's Pension Plan or OPEB Plan. Unless the context otherwise requires, the term "Eligible Employee" as used herein shall include any Eligible Beneficiaries.

1.10 "**Employer**" shall mean a public agency that executes the Adoption Agreement, thereby adopting the provisions of this Trust Agreement, provided that such agency is a state, a political subdivision of a state, or an entity the income of which is excludible from gross income under Section 115 of the Code.

1.11 "**GASB**" shall mean the Governmental Accounting Standards Board.

1.12 "**Omnibus Account**" shall mean an account, established for record keeping purposes only, to aggregate the balances of the Assets credited to the Agency Accounts. The Trust Administrator shall maintain and reconcile, at the Agency Account level (and subaccount level), the investments of the Agency Accounts

and will provide reports to the Plan Administrator with respect to such investments. The Trustee will maintain a record of the aggregate balance (principal and earnings) for all Agency Accounts. The Trust Administrator will in the ordinary course of business maintain a record of the name, address, taxpayer identification number, account number and amount of funds, including earnings, of each Employer. On periodic valuation dates (no less frequently than monthly) to be established by the Trust Administrator, the Trustee and Trust Administrator will reconcile the aggregate balance information maintained by the Trustee with the Agency Account level records maintained by the Trust Administrator pursuant to this Trust Agreement.

1.13 "**OPEB**" shall mean "other post-employment benefits," such as medical, dental, vision, life insurance, long-term care and other similar benefits provided to retirees, other than pension benefits.

1.14 "**OPEB Obligation**" shall mean an Employer's obligation to provide OPEB to its Eligible Employees in accordance with the Employer's OPEB Plan.

1.15 **"OPEB Plan"** shall mean the Public Agencies Post-Employment Health Care Plan, as adopted by the Employer under the Adoption Agreement.

1.16 **"Pension Obligation"** shall mean an Employer's obligation to contribute to the Pension Plan's Qualified Trust and shall not, for example, mean an Employer's Obligation to provide retirement benefits under the Pension Plan to the Employer's Eligible Employees.

1.17 **"Pension Plan"** shall mean an Employer's defined-benefit pension plan or plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to its Eligible Employees, and (iii) partly or wholly funded by the Employer's contributions to a Qualified Trust.

1.18 "**Plan Administrator**" shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Employer's participation in the Trust.

1.19 **"Qualified Trust"** shall mean a trust which (i) is separate and apart from the Trust, (ii) constitutes a qualified trust under Code Section 401(a), and (iii) funds retirement benefits provided under an Employer's Pension Plan to the Employer's Eligible Employees.

1.20 "**Trust**" shall mean the Public Agencies Post-Employment Benefits trust arrangement.

1.21 "**Trust Administrator**" shall mean Public Agency Retirement Services or any successor trust administrator appointed by the Employers as provided herein. The Trust Administrator shall serve as trust administrator to the Trust established

pursuant to this Trust Agreement until such Trust Administrator resigns or is removed as provided in Article III.

1.22 "**Trust Agreement**" shall mean this Public Agencies Post-Employment Benefits trust document adopted by each Employer upon execution of an Adoption Agreement, as amended from time to time.

1.23 "**Trustee**" shall mean U.S. Bank National Association, or any successor trustee appointed by the Employers as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article III.

ARTICLE II

THE TRUST

2.1 Multiple Employer Trust

The Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets used to fund the agency's OPEB Obligation or Pension Obligation or both. The Trust is divided into Agency Accounts to hold the Assets of each Employer as described in Section 2.4.

2.2 Purpose

The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under the provisions of the relevant state's statutory provisions of each Employer. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the Employer's OPEB Obligation or Pension Obligation or both. It is intended that adopting Employers retain an interest in the underlying securities held in the Trust on their behalf, rather than in the Trust itself.

The Employer hereby represents and warrants that the assets held hereunder (including the Assets) are not assets of any qualified plan under Code Section 401(a), regardless of the character of such assets once distributed. The Employer hereby acknowledges that the Trust does not constitute a qualified trust under Code Section 401(a).

2.3 Employers

Any public agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the Trust Agreement. Executing an adoption instrument for the Trust ("**Adoption Agreement**"), in the form attached hereto as Exhibit "A" (or such other form as may be approved by the Trustee), shall

constitute such adoption, unless the Trustee requires additional evidence of adoption. In order for such adoption to be effective, the public agency must also execute an Agreement for Administrative Services with Public Agency Retirement Services, the Trust Administrator, pursuant to Section 3.6 of this Trust Agreement. Such adopting Employer shall then become an Employer of the Trust.

Each such Employer shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the Trust:

(a) a certified copy of the resolution(s) of the governing body of the Employer authorizing the adoption of the Trust Agreement and the appointment of the Plan Administrator for such Employer;

(b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Employer employee;

(c) an original of the Agreement for Administrative Services with Public Agency Retirement Services executed by the Plan Administrator or other duly authorized Employer employee and Public Agency Retirement Services;

(d) an address notice; and

(e) such other documents as the Trustee may reasonably request.

(f) Any action taken by the Plan Administrator for an Employer shall be deemed to have been taken by such Employer. Any notice given to or delivered by the Plan Administrator for an Employer shall be deemed to have been given to or delivered by such Employer.

2.4 Agency Accounts

(a) Upon an Employer's adopting the Trust Agreement, as provided in Section 2.3, a separate "**Agency Account**" shall be established under the Trust for that Employer, and all Assets of the Trust attributable to that Employer shall be held in that Employer's Agency Account.

(b) An Employer's Agency Account comprises three subaccounts: a "**Pension Account**", an "**OPEB Account**", and a "**Suspense Account**". The Assets of the Trust that are held in the Employer's Pension Account will be available only to fund the Employer's Pension Obligation and defray the reasonable expenses associated with the same. The Assets of the Trust that are held in the Employer's OPEB Account will be available only to fund the Employer's OPEB Obligation and defray the reasonable expenses associated with the same.

(c) The Assets of the Trust that are held in an Employer's Agency Account shall not be available to pay any obligations incurred by any other Employer as provided in Section 2.8.

(d) All contributions and transfers received by the Trust on behalf of the Employer will be held in the Employer's Agency Account and will be allocated to the subaccounts under the Agency Account as follows:

(1) If the Employer maintains a Pension Account or OPEB Account (and not both a Pension Account and an OPEB Account), all contributions and transfers received by the Trust on the Employer's behalf will be allocated to that subaccount.

(2) If the Employer maintains both a Pension Account and an OPEB Account, contributions and transfers received by the Trust on the Employer's behalf will be allocated to either the Pension Account or OPEB Account, as directed by the Plan Administrator. To the extent the Plan Administrator does not provide such direction, the Employer hereby directs the Trustee to allocate such contributions and transfers to the Suspense Account and to use the assets of the Suspense Account to purchase a position in the sweep vehicle identified on an **exhibit** hereto or, if none is identified, to hold such assets un-invested. The Plan Administrator may at any time direct the reallocation of cash from the Suspense Account to either the Pension Account or the OPEB Account.

(3) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to the other subaccount.

2.5 Assets of Agency Account

The assets held in an Agency Account shall consist of all contributions and transfers received by the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers, and any increments accruing to the Agency Account, net of any investment losses, benefits, expenses or other costs ("**Assets**"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall manage and administer the Assets held in Agency Accounts without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Account by the Employer, and the Trustee and the Trust Administrator shall not be responsible for the collection of any contributions or transfers to the Agency Account.

2.6 Aggregate Balance for Investment and Administration

The balances of the Assets of more than one Agency Account may be aggregated by the Trustee in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Accounts. The responsibility for Agency Account level accounting (including subaccount-level accounting within each Agency Account) within this Omnibus Account(s) shall be that of the Trust Administrator.

2.7 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the Trust. The responsibility for accounting and subaccounting for each Agency Account, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

2.8 No Diversion of Assets

The Assets in each Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. The Assets in each Agency Account shall not be used for or diverted to, any other purpose, including, but not limited to, the satisfaction of any other Employer's Pension Obligation or OPEB Obligation.

2.9 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of each Employer is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets held in such Employer's Agency Account, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets from any Agency Account are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of an Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Trust set aside for distributions. Neither the members of the governing body of any Employer nor its officers, employees, agents or volunteers are liable hereunder.

2.10 Loss of Tax-Exempt Status as to Any Employer

If any Employer participating in the Trust receives notice from the Internal Revenue Service that the Trust as to such Employer fails to satisfy the requirements of Section 115 of the Code, or if any Employer consents to the Internal Revenue Service's determination that the Trust fails to meet such requirements, Assets having a value equal to the funds then held in such Employer's Agency Account shall be segregated and placed in a separate trust by the Trustee for the exclusive benefit of such Employer's Eligible Employees within a reasonable time after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination. Each Employer participating in the Trust agrees to immediately notify the Trust Administrator upon receiving such

notice or giving such consent. The separate trust provided for in this Section 2.10 shall thereafter be considered as a separate trust containing all of the provisions of this Trust Agreement until terminated as provided in this Trust Agreement.

ARTICLE III

ADMINISTRATIVE MATTERS

3.1 Appointment of Trustee

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as the trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employers shall appoint a successor Trustee in accordance with the voting requirements set forth in this Section 3.1.

3.2 Resignation or Removal of Trustee

The Employers may act to remove the Trustee, provided that such action must satisfy the voting requirements set forth in Section 3.1 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trustee may also resign at any time by giving at least ninety (90) days prior written notice to the Trust Administrator and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trustee may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trustee hereunder without the Trustee's consent. The Trustee shall, upon the appointment and acceptance of a successor trustee, transfer and deliver the Assets and all records relating to the Trust to the successor, after reserving such reasonable amount as it shall deem necessary to provide for its fees and expenses and any sums chargeable against the Trust for which it may be liable. The Trustee shall do all acts necessary to vest title of record in the successor trustee.

3.3 Withdrawal of Employer

An Employer may elect to withdraw from the Trust by giving at least thirty (30) days prior written notice to the Trustee and the Trust Administrator. If an Employer so elects to withdraw, Assets having a value equal to the funds held in such Employer's Agency Account shall be segregated by the Trustee and, as soon as practicable, shall be transferred to one or more trusts maintained by the Employer, provided that (i) for Assets transferred from the OPEB Account, any such trust shall satisfy the requirements of Section 115 of the Code, (ii) for Assets

transferred from the Pension Account, any such trust shall satisfy the requirements of either Section 115 or 401(a) of the Code, and (iii) all assets held by any such trust and previously held in the Employer's Pension Account or OPEB Account shall qualify as "plan assets" within the meaning of GASB Statement No. 68 (Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27) or GASB Statement No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions), respectively, in each case as reasonably determined by the Employer and certified in writing by the Employer to the Trust Administrator. The Employer shall appoint a trustee for such Employer's separate trust and, upon the trustee's acceptance of that appointment, the trustee will be vested with title to the transferred Assets.

3.4 The Plan Administrator

The governing body of each Employer shall have plenary authority for the administration and investment of such Employer's Agency Account pursuant to any applicable state laws and applicable federal laws and regulations. Each Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Employer's participation in the Trust and in regard to the Agency Account of the Employer. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and the Trust Administrator are furnished with a resolution of the Employer that the appointment has been modified or terminated.

3.5 Failure to Appoint Plan Administrator

If a Plan Administrator is not appointed, or such appointment lapses, the Employer shall be deemed to be the Plan Administrator. As used in this document the term "Plan Administrator" shall be deemed to mean "Employer" when a Plan Administrator has not been appointed for such Employer.

3.6 Delegatee

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in a writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator, is acknowledged in writing by the Delegatee, and is certified as required in Section 3.7 to the Trust Administrator. Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified.

3.7 Certification to Trustee

The governing body of each Employer, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or governing body of the Employer. The Trustee and the Trust Administrator shall have no liability if they act upon the direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Employer has informed the Trustee and the Trust Administrator of such change.

3.8 Directions to Trustee

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding, direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper directions of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Employer or the Delegatee on such matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the Delegatee should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust and/or the applicable Agency Account which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

3.9 Appointment of Trust Administrator

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as Trust Administrator of the Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trust Administrator of

the Trust. If the Trust Administrator is removed or resigns pursuant to Section 3.13, the Employers shall appoint a successor Trust Administrator in accordance with the voting requirements set forth in this Section 3.9.

3.10 Trust Administrator

The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this Trust Agreement and the Agreement for Administrative Services:

(a) Performing periodic accounting of each Agency Account (including subaccount-level accounting within each Agency Account) and reconciling such Agency Account balances with the Trust/Omnibus Account;

(b) Directing the Trustee to make distributions from the appropriate subaccount under an Agency Account in accordance with Section 5.9.

(c) Allocating contributions, earnings and expenses to each Agency Account and the underlying subaccounts;

(d) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Trust;

(e) Such other services as the Employer and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.3.

The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, any direction and/or data received from the Plan Administrator, or other duly authorized entity, in order to perform its authorized duties under this Trust Agreement. The Trust Administrator shall not have any duty to compute contributions made to the Trust, determine or inquire whether contributions made to the Trust by the Plan Administrator or other duly authorized entity are adequate to meet an Employer's Pension Obligation or OPEB Obligation as may be determined under any applicable GASB pronouncement; or determine or inquire whether contributions made to the Trust are in compliance with the Employer's OPEB Plan or Pension Plan. The Trust Administrator shall not be liable for nonperformance of duties if such nonperformance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

3.11 Additional Trust Administrator Services

The Plan Administrator may at any time retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Employer or the Plan Administrator by this Trust Agreement or by the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall be separately compensated

for such service and such services shall not be deemed to be contrary to the Trust Agreement.

3.12 Trust Administrator's Compensation

As may be agreed upon from time to time by the Employer and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to such Employer's Agency Account and to the Trust.

3.13 Resignation or Removal of Trust Administrator

The Employers may act to remove the Trust Administrator, provided that such action must satisfy the voting requirements set forth in Section 3.9 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trust Administrator may also resign at any time by giving at least one hundred and twenty (120) days prior written notice to the Trustee and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trust Administrator may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trust Administrator hereunder without the Trust Administrator's consent. The Trust Administrator shall, upon the appointment and acceptance of a successor trust administrator, transfer all records relating to the Trust to the successor.

ARTICLE IV

THE TRUSTEE

4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V and subject to Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

(a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them (including those issued by the Trustee of any of its affiliates, to the extent permitted by applicable law), and to retain the property for the period of time that the Trustee deems appropriate;

(b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);

(c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Trust property, for cash or credit and upon any reasonable terms and conditions;

(d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;

(e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this Trust Agreement by this reference. The combining of money and other assets of the Trust with money and other assets of other non-qualified trusts in such fund or funds is specifically authorized. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee shall have full investment responsibility over Assets of the Trust invested in such commingled funds. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within 30 days of notice of such loss of tax exempt status, liquidate the Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;

(f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee or any of its affiliates, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. The Trustee or its affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;

(g) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;

(h) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or

without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

(i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;

(k) To pay or cause to be paid from the Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;

(l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

(a) To invest funds pending required directions in any type of interest-bearing account, including, without limitation, time certificates of deposit or interest-bearing accounts issued by the Trustee, or any mutual fund or short term investment fund ("**Fund**"), whether sponsored or advised by the Trustee or any affiliate thereof); the Trustee or its affiliates may be compensated for providing such investment advice and providing other service to such Fund, in addition to any Trustee's fees received pursuant to this Trust Agreement;

(b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

(c) To serve as custodian with respect to the Trust Assets;

(d) To employ such custodians, agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer or other agent, including any broker-dealer or other agent affiliated with the Trustee, and pay to such broker-dealer or other agent, at the expense of the Trust, its standard commissions or compensation; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;

(e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Trust, as though the absolute owner thereof;

(f) To prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust; and to tender its defense to the Employer in any legal proceeding where the interests of the Trustee and the Employer are not adverse;

(g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;

(h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;

(i) To comply with all requirements imposed by applicable provisions of law;

(j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;

(k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with funding the Employer's OPEB Obligation or Pension Obligation or both and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(l) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature, and such other forms of directions as the parties shall agree;

(m) To pay from the Trust the expenses reasonably incurred in the administration of the Trust;

(n) To maintain insurance for such purposes, in such amounts and with such companies as the Plan Administrator shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

ARTICLE V

INVESTMENTS

5.1 Discretionary Versus Directed Investment

For the Pension Account and the OPEB Account under the Agency Account, the Employer shall elect either a discretionary or directed investment approach. The Employer may elect the same or different investment approaches for those two subaccounts. The Employer hereby elects a directed approach for the Suspense Account. If the Employer elects a discretionary investment approach for a subaccount, the Employer shall further elect between the various investment strategies offered and the Trustee, in accordance with Article IV, shall have absolute discretion over the investment of the Assets held in such subaccount under the Employer's Agency Account. If the Employer elects a directed investment approach for a subaccount, the Trustee shall direct the investment of the Assets of such subaccount under the Employer's Agency Account in accordance with the direction provided by such Employer.

5.2 Trustee Fees

As may be agreed upon, in writing, between the Plan Administrator and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the applicable Agency Account or the Trust.

5.3 Contributions

Eligible Employees are not permitted to make contributions to the Trust. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions

to the Trust made to the Trustee by any Plan Administrator are in compliance with the Employer's Pension Plan or OPEB Plan; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet an Employer's Pension Obligation or OPEB Obligation. The contributions received by the Trustee from each Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.4 Records

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at the Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

5.5 Statements

(a) Periodically as specified, and within sixty days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within 90 days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such

account had been settled and allowed by a decree from a court of competent jurisdiction.

5.6 Wire Transfers

The Trustee shall follow the Plan Administrator's, Delegatee's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Trustee shall perform a telephonic verification to the Plan Administrator, Trust Administrator, or Delegatee, or such other security procedure as selected by the party providing wire transfer directions, prior to wiring funds or following facsimile directions as Trustee may require. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

5.7 Exclusive Benefit

The Assets of an Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert the Assets of an Agency Account of an Employer for the satisfaction of any other Employer's Pension Obligation or OPEB Obligation or any other Employer's expenses.

5.8 Delegation of Duties

The Plan Administrator, Delegatee, or Trust Administrator, may at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

5.9 Distributions

(a) The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the OPEB Account to the insurers, third party administrators, service providers or other entities providing benefits or services under the OPEB Plan, or to Eligible Employees and Eligible Beneficiaries for reimbursement of OPEB Plan premiums (or other payments for OPEB Plan benefits) paid by the Eligible Employee or Eligible Beneficiary, or to the Employer for reimbursement of OPEB Plan benefits and expenses paid by the Employer, in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions.

(b) In addition, the Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the Pension Account directly to (i) the Qualified Trust as employer contributions, (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the Employer's Pension Obligation, or (iii) the Employer as reimbursement for the Employer's payment of amounts described in this Section 5.9(b)(i) and (ii).

(c) In no event shall the Trustee have any responsibility respecting the application of distributions from the Assets of the Trust, or for determining or inquiring into whether such distributions are in accordance with the Employer's OPEB Plan, Pension Plan, policies, or applicable collective bargaining agreements.

ARTICLE VI

FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) solely in the interest of the Eligible Employees and for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same; and

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the laws of the state of each Employer:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification of Trustee by Employer

The Trustee shall not be liable for, and Employer shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.5 Indemnification of Employer by Trustee

The Employer shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Employer (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.6 Indemnification of Trustee by Trust Administrator

The Trustee shall not be liable for, and Trust Administrator shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.7 Indemnification of Trust Administrator by Trustee

The Trust Administrator shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trust

Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.8 Indemnification Procedures

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent. The indemnification procedures of this Trust Agreement shall survive the termination of the Trust, any Employer's participation in the Trust and/or this Trust Agreement.

6.9 No Joint and Several Liability

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Employer shall be responsible for any contributions, costs or distributions of any other Employer.

ARTICLE VII

AMENDMENT, TERMINATION AND MERGER

7.1 No Contractual Obligation

An Employer's participation in the Trust does not create, and is not intended to create, any contractual obligation to Eligible Employees. Therefore, no Employer is contractually obligated to Eligible Employees solely due to its participation in

the Trust to continue providing benefits under its Pension Plan or OPEB Plan or to make contributions to the Trust.

7.2 Amendment of Trust

(a) The Trust Agreement may be amended only by the approval of two-thirds (2/3) or more of the Employers then participating in the Trust. Any such amendment by the Employers shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators not less than one hundred and eighty (180) days before the effective date of such amendment; provided, however, that any party may waive in writing such 180-day requirement with respect to any amendment (and such waiver shall not constitute a waiver with respect to any other amendment); and provided, further, that a waiver in writing of such 180-day requirement by two-thirds (2/3) or more of the Plan Administrators of the Employers participating in the Trust as of the date the amendment is adopted shall constitute a waiver of such 180-day requirement by all of the Employers then participating in the Trust. In addition, the Trust Administrator or the Trustee shall have the right to amend this Trust Agreement from time to time (without the requirement of a vote of Employers) solely for the purpose of keeping the Trust Agreement in compliance with the Code and applicable state law. Any such amendment by the Trust Administrator or the Trustee shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators promptly as each is made.

(b) Any amendment of the Trust Agreement may be current, retroactive or prospective, provided, however, that no amendment shall:

(1) Cause the Assets of any Agency Account to be used for or diverted to purposes other than for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same.

(2) Permit the Assets of any Agency Account to be used for the benefit of any other Employer.

7.3 Termination of Employer's Obligation to Provide Pension Benefits or OPEB

A termination of the Employer's obligation to provide benefits under the Employer's Pension Plan or OPEB Plan for which the Employer's Agency Account was established shall not, in itself, effect a termination of the Agency Account. Upon a termination of the Employer's obligation to provide benefits under its Pension Plan or OPEB Plan, the Assets of the Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.3. From and after the date of such termination and until final distribution of all Assets under the Employer's Agency Account, the Trustee shall continue to have all the powers

provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan or OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

7.4 Fund Recovery Based on Mistake of Fact

Except as hereinafter provided or in accordance with Section 7.3, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition to such repayment, and only if requested by Trustee, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

7.5 Termination of Trust

(a) The Trust and this Trust Agreement may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator. Upon termination of the Trust under this Section 7.5(a), the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.5(a). From and after the date of such termination and until final distribution of all Assets under each Employer's Agency Account, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan and OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to

satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(b) Contributions to the Trust are conditioned on initial qualification of the Trust under Section 115 of the Code. If the Trust receives an adverse determination with respect to its initial qualification, then the Trust and this Trust Agreement will automatically terminate without any action by any Employer or other parties. After such termination, the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be returned by the Trustee to the Employer as directed by the Plan Administrator in accordance with this Section 7.5(b) to the extent permitted by law and consistent with the requirements of Section 115 of the Code. This Section 7.5(b) will cease to apply upon the Trust's receipt of a favorable determination with respect to its initial qualification.

(c) The Trust and this Trust Agreement may be terminated only as described in this Section 7.5. In no case will the assets of the Trust be distributed on termination to an entity that is not a state, a political subdivision of a state or an entity the income of which is excluded from gross income under Section 115 of the Code.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Nonalienation

Eligible Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee or any other party. Trust Assets shall not be subject to the claims of any Employer or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This Trust Agreement and the Trust shall be construed, administered and governed under the Code and the law of the State of California. To the extent any

of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

8.4 Joinder of Parties

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in the Trust or any Agency Account shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement; provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under applicable law.

8.5 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Employer) with respect to the interpretation of this Agreement or the Trustee's duties hereunder or with respect to any legal proceedings or any questions of law and shall be entitled to take action or not to take action in good faith reliance on the advice of such counsel and charge the Trust and, as applicable, one or more Agency Accounts.

8.6 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.7 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.8 Counterparts

This Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement), the Trustee and the Trust Administrator have executed this Trust Agreement by their duly authorized agents on the Effective Date.

U.S. BANK NATIONAL ASSOCIATION

"Trustee"

By: _____
Signature

Susan M. Hughes
Typed or printed name

Its: Vice President & Relationship Manager

PUBLIC AGENCY RETIREMENT SERVICES

"Trust Administrator"

By: _____
Signature

Daniel Johnson
Typed or printed name

Its: President

EXHIBIT A

Trust Adoption Agreement to the Trust Agreement

ADOPTION AGREEMENT
for the
POST-EMPLOYMENT SECTION 115 TRUST

A.1.1. Trust agreement with U.S. Bank National Association (the "Bank") (the "Trust Agreement"):

Post-Employment Section 115 Trust. Public Agencies Post-Employment Benefits—Trust Agreement, effective November 5, 2014

A.1.2. OPEB Plan: Public Agencies Post-Employment Health Care Plan

The plan document for the OPEB Plan is the Public Agencies Post-Employment Health Care Plan—Master Plan Document, effective as of November 5, 2014 (the "Plan Document").

A.1.3. Pension Plan: _____

_____

A.1.4. Pension Plan's effective date: _____

☐ *(Check if applicable)* Additional Pension Plans (and their respective effective dates) are listed on an exhibit attached hereto.

A.2.1. Employer:

Name: _____

U.S. mail address: _____

Phone number: _____

EIN: _____

Fiscal year end: _____

A.2.2. Plan Administrator

Position at Employer: _____

Incumbent: _____

U.S. mail address: _____

Phone number: _____

Email address: _____

A.3.1 **Adoption.** The Employer hereby:

A.3.1.1.Adopts the Trust Agreement as part of the (*Check one or both of the following boxes.)*:

- ☐ OPEB Plan
- ☐ Pension Plan

(each such plan separately, the "Plan") and agrees to be bound by the Trust Agreement's terms, effective as of the Employer's signature date below and subject to the investment approach selected below.

A.3.1.2.*The following provisions apply if and only if the* ***OPEB Plan*** *box above is checked:* (i) Adopts the Plan Document and agrees to be bound by the Plan Document's terms, effective as of the Employer's signature date below and (ii) acknowledges that the determination of Eligible Employees and Eligible Beneficiaries is finally and conclusively made by the Employer according to the Employer's applicable policies and collective bargaining agreements and without reference to the Trust Agreement.

A.3.1.3.Ratifies, affirms, and approves Employer's appointment of Phase II Systems as Trust Administrator and represents and warrants that attached hereto is a fully-executed original of Employer's Agreement for Administrative Services with Phase II Systems, d/b/a Public Agency Retirement Services (PARS).

A.3.1.4.Agrees that capitalized terms used herein but not defined herein shall have the same meaning attributed to them as in the Trust Agreement or Plan Document, as the case may be.

A.4.1. The Employer hereby represents and warrants that:

A.4.1.1. **Authorizing Law.** Employer has reviewed with its legal counsel and has determined that Employer is authorized to establish and maintain the Plan and to establish a financial-institution trust (separate and apart from the state) for the Plan, including the authority to adopt the Trust Agreement.

A.4.1.2. **Authorizing Resolution.** Attached hereto is a certified copy of a resolution of the Employer's governing body authorizing the adoption of the Trust Agreement as part of the Plan and authorizing the appointment of the Plan Administrator designated by position of employment at the Employer to act on the Employer's behalf in all matters relating to the trust;

A.4.1.3. **Tax Status.** The Plan is a "governmental plan" as defined in Section 414(d) of the Internal Revenue Code of 1986, as amended; is a "Section 401(a)(24) governmental plan" as defined in Revenue Ruling 2011-1; and is not subject to Federal income taxation. The Plan's governing document expressly provides that it is irrevocably impossible for any part of the corpus or income of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries. The Pension Plan is a qualified plan under Code Section 401(a). (In addition, the Employer hereby acknowledges that the Plan is prohibited from assigning any part of its equity or interest in the trust.)

A.4.2. **Investment Approach.**

4.2.1. *The following provisions apply if and only if the* ***OPEB Plan*** *box above is checked:* **OPEB Account.** OPEB Account assets are invested in the discretion of (*check one and only one of the following boxes*):

Discretionary investment approach:

- ☐ The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

- ☐ The Plan Administrator.
- ☐ The following registered investment adviser, bank (other than the Bank), or insurance company (a "Third-Party Manager"): _____. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

4.2.2. *The following provisions apply if and only if the* ***Pension Plan*** *box above is checked:* **Pension Account.** Pension Account assets are invested in the discretion of (*check one and only one of the following boxes*):

Discretionary investment approach:

- ☐ The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

- ☐ The Plan Administrator.
- ☐ The following registered investment adviser, bank (other than the Bank), or insurance company (a "Third-Party Manager"): _____. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

EMPLOYER

By: _____

Its: _____

Date: _____

Accepted by:

PHASE II SYSTEMS, DBA PUBLIC AGENCY RETIREMENT SERVICES (PARS)

By: _____

Its: President

Date: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: Vice President and Relationship Manager

Date: _____

EXHIBIT A

TO THE ADOPTION AGREEMENT

Investment Strategy Selection and Disclosure Form
PARS Pension / OPEB Trust Program

- This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.
- Employer: _____
- Plan/Trust Name: Public Agencies Post-Employment Benefits Trust
- To: HighMark Capital Management, Inc. and U.S. Bank:

U.S. Bank has been or is hereby appointed Investment Manager of the above-referenced Plan/Trust. Please invest the assets of the above-referenced Plan/Trust for which you have been appointed Investment Manager in the **(select one of the strategies listed below for each Plan funded by the Trust)**:

DIVERSIFIED PORTFOLIO

☐	OPEB Account	☐	Pension Account	Primary Goal	Strategic Range
☐	Liquidity Management (US Treasury)	☐	Liquidity Management (US Treasury)	Provide current income with liquidity and stability of principal through investments in short-term U.S. Treasury obligations.	Money Market Fund
☐	Liquidity Management (Prime Obligation)	☐	Liquidity Management (Prime Obligation)	Generate current income with liquidity and stability of principal.	Money Market Fund
☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	Provide a consistent level of inflation-protected income over the long-term.	Equity: 5-20% Fixed Income: 60-95% Cash: 0-20%
☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	Provide current income with capital appreciation as a secondary objective.	Equity: 20-40% Fixed Income: 50-80% Cash: 0-20%
☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	Provide current income and moderate capital appreciation.	Equity: 40-60% Fixed Income: 40-60% Cash: 0-20%
☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	Provide growth of principal and income.	Equity: 50-70% Fixed Income: 30-50% Cash: 0-20%
☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	Primary goal is growth of principal.	Equity: 65-85% Fixed Income: 10-30% Cash: 0-20%
☐	Custom	☐	Custom	Specify:	

Note: HighMark PLUS portfolios are diversified portfolios of actively managed mutual funds. Index PLUS portfolios are diversified portfolios of Index-based mutual funds or exchange-traded funds.

Acknowledged and Approved

Authorized Signer _____ Title _____

Print Name _____ Date _____

SAMPLE

ATTACHMENT B

Agreement for Administrative Services

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 13th day of September, 2016, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the City of Chino Hills, a California municipal corporation ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Insurance.** PARS 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 PARS, its agents, representatives or employees. PARS agrees to deposit with Agency, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been complied with.

A. PARS agrees to carry insurance in the following minimum amounts:

(1) Commercial General liability insurance with limits not less than $1 Million per occurrence and $2 Million annual aggregate;

(2) Automobile liability insurance of $1 Million combined single-limit per accident for bodily injury and property damage for non-owned and hired vehicles; and

(3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended; and

(4) Errors and Omissions professional liability insurance with minimum coverage of $2 Million per claim and aggregate.

B. The Agency, its officers, officials, and employees and volunteers, shall be named as an additional insured under the Commercial General liability and Automobile liability policy. PARS warrants that it owns no automobiles that are used by its employees.

C. As to the Workers' Compensation and Employer's Liability Coverage, unless the Agency's City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against Agency, its officers, officials, employees and agents for losses arising from work performed by PARS for Agency.

D. All insurance policies shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to the other party, ten (10) day notice of cancellation for non-payment of premium. Insurance coverage shall be provided by an A.M. Best's A-rated carrier, or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, or employees. Agency's insurance coverage shall be primary insurance as respect to Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, PARS' insurance. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers. Agency may require that PARS furnish Agency 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. Agency reserves the right to inspect complete, certified copies of all required insurance policies, at any time. Any deductibles or self-insured retentions must be declared to and approved by Agency. The procuring of such required policy or policies of insurance shall not be construed to limit PARS' liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan.

PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

13. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.

14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

15. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: City of Chino Hills, 14000 City Center Drive, Chino Hills, CA 91709, Attention: City Manager. Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning September 13, 2016 and ending September 12, 2019 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

20. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

CITY OF CHINO HILLS

_____

Konradt Bartlam
City Manager

ATTEST:

_____

Cheryl Balz
City Clerk

_____

APPROVED AS TO FORM:

_____

Mark D. Hensley
City Attorney

DATE:_____

PARS

_____

Tod Hammeras
Chief Financial Officer

_____

Daniel Johnson
President

EXHIBIT 1A

SERVICES

PARS will provide the following services for the City of Chino Hills Public Agencies Post- Employment Benefits Trust:

1. Plan Installation Services:

   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;

   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;

   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;

   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;

   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;

   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;

   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;

   (F) Preparing and submitting an annual report of Plan activity to the Agency;

   (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45, if prefunding OPEB obligations;

   (H) Coordinating periodic audits of the Trust;

   (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

(A) An annual asset fee paid by the Agency or paid from Plan Assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$0	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.20%
$15,000,001	to	$50,000,000	0.15%
$50,000,001	and	Above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month].

(B) The annual asset fee referenced above shall be paid as follows:

Annual Asset Fee Payment Option (Please select one option below):

- ❑ Annual Asset Fee shall be paid from Plan Assets.
- ❑ Annual Asset Fee shall be invoiced to and paid by the Agency.

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
   - (A) Certified Resolution
   - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   - (A) Agency name
   - (B) Contribution amount
   - (C) Contribution date
   - (D) Contribution method (Check, ACH, Wire)

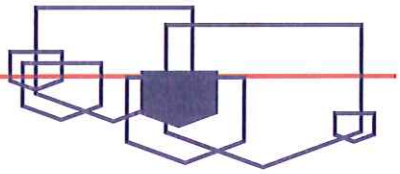
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   - (A) Agency name
   - (B) Payment reimbursement/distribution amount
   - (C) Applicable statement date
   - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

ATTACHMENT C

Discretionary Trustee Fee Schedule

ATTACHMENT C



INSTITUTIONAL TRUST & CUSTODY

DISCRETIONARY TRUSTEE FEE SCHEDULE

PARS SECTION 115 POST-EMPLOYMENT BENEFITS TRUST PROGRAM

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

ANNUAL FEES

TRUST/CUSTODY FEES

- All Plan assets - waived

INVESTMENT MANAGEMENT FEES

Investment Management Fees are based on the Investment Strategy you select. Following is a list of the Investment Management Fees applicable to each Investment Strategy:

- **Liquidity — First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity — First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation)**

Per Annum Charges*

.35% on the first	$ 5,000,000
.25% on the next	$ 5,000,000
.20% on the next	$ 5,000,000
.15% on the next	$35,000,000
.10% on all over	$50,000,000

*waived for plan assets invested in First American and Nationwide/HighMark funds where HighMark Capital Management is the sub-adviser of the fund.

OTHER FEES

- First American Mutual Funds – See Prospectus

PAYMENT OF FEES

Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.

Fees are calculated and charged to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance. Changes to this Fee Schedule may be made at any time by U.S. Bank upon reasonable notice.

ACKNOWLEDGED AND APPROVED

Name of Trust	Name of Plan
Name of Authorized Signer	Title
Signature of Authorized Signer	Date

SAMPLE

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 17

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: SELECTION OF THE FIRM WILLDAN FINANCIAL SERVICES TO PROVIDE SPECIAL DISTRICT ADMINISTRATIVE SERVICES

RECOMMENDATION:

Approve a Professional Services Agreement with Willdan Financial Services ("Willdan") to provide comprehensive administrative services for the City's Assessment Districts, Community Facilities Districts, Landscape and Lighting Districts, and Special Maintenance Districts for a term of five years at a base annual cost not to exceed $110,650, and authorize the City Manager to negotiate and execute a Professional Services Agreement in this regard.

BACKGROUND/ANALYSIS:

The City provides administrative services for nine (9) Community Facilities Districts (CFD's 1, 2, 4, 5, 6, 8, 9, 10 and Vila Borba), two (2) Assessment Districts, two (2) Landscape and Lighting Districts (ten separate zones, each having their own assessment rate), two (2) Lighting Maintenance District (Los Serranos and Vellano), and two (2) Special Maintenance Districts (a Citywide street sweeping benefit assessment district, and the Sleepy Hollow Street Assessment District). The City also provides Delinquency Monitoring and Assessment Apportionment Services of which the property owner pays the fees.

For fiscal year 2015-16, special assessment levies of $14,008,258 were applied to 47,432 parcels and 107.61 acres. Special District services include calculation and levying of annual assessment district fees, delinquency monitoring, as well as services of providing information to interested parties about liens, assessments, apportionments, and processing lien information for the redemption of bonds.

For some of the bond issues it is necessary to prepare a calculation of arbitrage rebate liability for the Internal Revenue Service. Some debt issues also require a report of status for purposes of providing information in the secondary bond market.

For the past 17 years, Willdan has provided special district administration and other services.

In July 2016, a Request for Proposal (RFP) for these services was prepared and posted on the City's website and the Champion Newspaper. In response to the City's RFP, the City received a proposal from Willdan, Koppel & Gruber, and Albert A. Webb Associates.

Proposals were evaluated in terms of proposed quality, services offered, and experience performing the work.

It is recommended that Willdan be selected as the most qualified firm based on the consultant's past experience with other public agencies, work history with the City, and ability to meet project schedule deadlines. Due to the complexity and the unique needs of the City's districts, Willdan can provide the City with the services needed. Willdan also provides our residents with a customer service toll free call center that enables residents to receive immediate responses to any inquiries. In addition, Willdan has provided the City with exceptional service over the years performing administrative services.

The negotiated fees is as follows:

Annual Services – Base Cost	$ 95,400
Arbitrage Rebate Calculations	$ 5,000
Continuing Disclosure Services	$ 6,250
Reimbursable Expense	$ 4,000
Total Not to Exceed Amount	$110,650

This fee is subject to increase not to exceed the change in the Consumer Price Index.

REVIEW BY OTHERS:

None.

FISCAL IMPACT:

It is estimated the annual fee for all services for all districts and debt issues will be approximately $110,650. This is not a General Fund expense but an expense of each district and is included in the annual levy. This item is budgeted in the FY 2016-17 adopted budget.

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:BS:CA:dk

Attachment: Professional Services Agreement

AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
WILLDAN FINANCIAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and Willdan Financial Services, 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 October 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 $ 110,650.00. 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 October 1, 2021, unless otherwise extended in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

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

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

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

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

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

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

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

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

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

14. INDEMNIFICATION.

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

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

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

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

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

15. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City.

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

Consultant.

Attention: Mark J. Risco
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

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

Art Bennett
Mayor

ATTEST:

Cheryl Balz
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

WILLDAN FINANCIAL SERVICES

(Signature) Mark Risco

President & Chief Executive Officer
(Title)

(Signature) Kate Nguyen

Secretary
(Title)

EXHIBIT A

SCOPE OF SERVICES

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

A. General Information

The City is seeking to secure special district administration services on a long-term basis. The successful candidate will be an independent, third party CONSULTANT. The scope of service will include a wide range of services. These services will include (but are not limited to) provide special district administration services for a variety of special districts.

The selected CONSULTANT will be expected to be available on a continuing, short notice basis, to provide immediate responses to requests for guidance or answers to questions received from the City staff, property owner, bond holders and representatives of all of the above. In order to provide these immediate responses, it is expected that the consultant will gain a complete working knowledge of the City's special district administrative requirements within 30 days from the date the contract is awarded for consultant services. Due to limited available City staff time, the successful candidate's staff will be expected to gather and photocopy materials that the candidate will require in order to gain and maintain the required knowledge about the City's special districts administration. If the successful candidate pays a fee to the City's prior district administrator to acquire date bases, copies of procedures; documents, etc. and training in the City's program and procedures, these costs are the sole responsibility of the successful candidate and the City will not be responsible for reimbursing the successful candidate for these costs.

Proposers who may desire to review prior to their submission of their proposals, the City's current and past district administration reports, as well as formation documents and bond transcripts may schedule an appointment with the Management Analyst to conduct the review. Refer to contact information provided below.

B. Scope of Services to be Provided

The provided Scope of Services will encompass a wide array of tasks and shall be comprehensive in nature, including all necessary research, documentation, exhibit preparation, legislative analysis and attendance at staff meetings and/or public hearings required to accurately and efficiently levy all appropriate parcels.

The following generally describes the CONSULTANT services required for administering the annual levy of assessments and/or special taxes:

C. Community Facilities District Administration Services

The CONSULTANT shall:

1. Review the existing administrative policies and procedures to ensure efficiency and compliance with regulatory codes.

2. Review the Special Tax schedules and ensure that all debt service and administrative expenses are recovered through the Special Tax.

3. Provide comprehensive Special Tax installment information for each parcel for submittal in a timely manner to the San Bernardino County Auditor-Controller's Office for placement on the property tax roll. The information shall be submitted in the media, format, and configuration specified by the County.

4. Provide a toll-free phone number to field inquiries concerning special tax district administration, annual Special Taxes, and payoff information for City staff, property owners, and other interested parties.

5. Assist the City with proper disclosure of special tax information for prospective property purchases, as required by Sections 53340.2(b) and 53341.5 of the State of California Government Code.

6. Assist the City with preparation of disclosures as required by SEC rule 15c2-12.

7. Perform all other tasks associated with special tax district administration, such as bond call coordination, release of lien, delinquency reporting, foreclosure coordination, calculation of CFD No. 9 special discharge and annual special taxes (if necessary), and payoff quotes, the implementation of the special tax for newly constructed and occupied residential and commercial development, and assistance with the administration of special taxes for newly-annexed parcels into an existing CFD.

8. Provide quarterly on-site visits and attend City Council meetings and other special meetings (as requested by City staff) to advance effective administration of the CFD's.

9. Prepare an annual levy report summarizing the information for calculating the annual installment amount for each CFD. The annual levy report shall be submitted to the City within 90 days following the submission of the annual levy to the County.

10. Research and, if possible, resubmit amounts that are rejected by the County Auditor/Controller's office. On behalf of the CFD, the CONSULTANT will directly invoice the property owner of record for any amount that cannot be collected by the County property tax roll.

11. Prepare on behalf of the City, the annual report required by the California Debt and Investment Advisory Commission, as dictated by Section 53359.5(b) of the State of California Government Code.

12. Prepare the required reporting to the California State Controller's Office (Gov't. Code 12463.2).

13. Prepare an annual report that discloses the remaining CFD special taxes that will be collected on each parcel within each CFD. For each CFD, the report will include (a) A total for *each* Assessor's Parcel Number every year, (b) An annual total, and (c) A grand total for all accumulated years. The report shall show this data as of June 30 of each fiscal year and shall be due to the City within 30 days after the June 30 reporting date.

14. Assist the City in compiling information required to comply with California Government Code Section 50075 for current/future CFDs that are subject to reporting regulations.

15. Provide a software resource for City staff to view the status of districts and parcels within the districts. Provide training and technical support in the use of the software resource.

16. Provide continuing disclosure, dissemination, and investor relation services, as needed. Assist the City in providing information to bond rating analyst as needed.

17. Complete all reports on special districts required by the State of California or its agencies.

18. Notify the City of important changes in laws affecting special districts.

19. Provide output options to the City for all reports provided. For example, reports provided electronically via email or CD/DVD, paper reports, web pages, etc.

Note: Attached as "Appendix B" is additional information about the CFD's and their special tax rate structure. Especially note the rate structure for CFD #9 for which the respondent shall be responsible for the calculations of the annual taxes.

D. Landscape and Lighting District (LLD), Los Serranos Lighting District, Vellano Landscape and Lighting District, and Special Maintenance District No. 1 and 2 (SMA) Administrative Services

The CONSULTANT shall:

1. Display the ability to meet the project deadlines. The CONSULTANT shall also display a familiarity with the district, its boundaries, parcels and particularities, as well as all applicable legislation such as Proposition 218.

2. Review all documentation, databases and budgets prior to performing the analysis. In so doing, a total and complete equity of assessments within the district is ensured.

3. Provide consulting, coordination and documentation necessary to communicate the intent of the district to all staff, council and property owners.

4. Prepare complete documentation for the district, including the annual Engineer's Reports and maps.

5. Provide coordination with the various County departments to ensure full completion of the levy of assessments.

6. Provide comprehensive assessment installment information for each parcel and submit in timely manner to the San Bernardino County Auditor-Controller's Office for placement on the property tax roll. The information shall be submitted in the media, format, and configuration specified by the County.

7. Research and, if possible, resubmit amounts that are rejected by the County Auditor/Controller's office. On behalf of the LLD and SMA's, the CONSULTANT will directly invoice the property owner of record for any amount that cannot be collected by the County property tax roll.

8. Provide a software resource for City staff to view the status of districts and parcels within the districts. Provide training and technical support in the use of the software resource.

9. Complete all reports on LLD's required by the State of California or its agencies.

10. Notify the City of important changes in laws affecting LLD's.

11. Provide output options to the City for all reports provided. For example, reports provided electronically via email or CD/DVD, paper reports, web pages, etc.

12. Provide a toll-free phone number and staffing of same during normal working hours to field inquiries from City staff, property owners, title companies and other interested parties regarding district proceedings and annual installments.

E. 1913/1915 Act District Administration Services

The CONSULTANT shall:

1. Review the existing administrative policies and procedures to ensure efficiency and compliance with regulatory codes.

2. Review the Assessment Schedules, and ensure that all debt service and administrative expenses shall be recovered through the assessment.

3. Provide comprehensive assessment installment information for each parcel, and submit in a timely manner to the San Bernardino County Auditor-Controller's Office for placement on the property tax roll. The information shall be submitted on the media, format and configuration specified by the County.

4. Provide a toll-free phone number to field inquiries concerning AD administration, annual assessments, and payoff information for City staff, property owners, and other interested parties.

5. Assist the City with proper disclosure of assessment information for prospective property purchases as required by Sections 53340.2(b) and 53341.5 of the State of California Government Code.

6. Assist the City with preparation of disclosures, as required by SEC Rule 15c2-12.

7. Provide the following additional services for the AD's:

    a. Calculate AD economic credits for property owners who have paid Assessments District levies.

b. Prepare quarterly report of current quarter activity and future AD credits available to property owners. This report shall be due the 15th of the month following the end of the quarter. This report is in addition to the annual levy report described in Section C-9 below.

c. Prepare and provide lien payoff calculations to City staff and property owners, as well as to the representatives of those parties. Other inquires shall pay a fee directly to the CONSULTANT for this information.

d. Obtain recordation document numbers for prepaid liens, and provide services to remove, cancel, and release of lien.

8. Provide quarterly on-site visits and attend City Council meetings and other special meetings when requested by City staff to enhance the effective administration of AD's.

9. Prepare an annual levy report summarizing the information used to calculate the annual installment amount for the AD. The annual levy report shall be submitted to the City within 90 days following the submission of the annual levy to the County. The annual report shall include: (a) A listing of all Assessor's Parcel Numbers for which the levy was submitted, (b) The levy amount for each parcel, and (c) An annual schedule of revenues to be received from the parcel over the remaining life of the assessment.

10. Research and, if possible, resubmit amounts that are rejected by the County Auditor/Controller's Office. On behalf of the AD, the CONSULTANT will directly invoice the property owner of record for any amount that cannot be collected by the County property tax roll.

11. Perform necessary functions to comply with State of California's Revenue and Taxation Code 163.

12. Provide a software resource for City staff to view the status of districts and parcels within the districts. Provide training and technical support in the use of the software resource.

13. Complete all reports on special districts required by the State of California or its agencies.

14. Notify the City of important changes in laws affecting AD's.

15. Provide output options to the City for all reports provided. For example, reports provided electronically via email or CD/DVD, paper reports, web pages, etc.

16. Perform all required bond call spreads in accordance with applicable state laws and coordinate the early redemption of outstanding bonds as needed.

17. Provide continuing disclosure, dissemination, and investor relation services, as needed.

F. Provide Information to Interested Parties

The CONSULTANT shall:

1. Assist the City with the preparation of Disclosure reports by only preparing updated tables as required by respective Continuing Disclosure Agreements for CFDs 1, 2, 4, 5, 6, 8, 9, and 10 (refer to "Appendix C" for sample agreements). Although this request pertains primarily to the City's CFDs, the City may confer with CONSULTANT as the status of each district changes.

   Please Note: If current existing bonds for the remaining districts are refunded and become subject to Continuing Disclosure SEC Rule 15c2-12, CONSULTANT shall, at that time, prepare compliance tables that conform to the approved Continuing Disclosure Agreements.

2. Prepare information for S&P Bond Rating and Bond Insurance questionnaires (refer to questionnaire sample in "Appendix D"). Questionnaires shall include, but not limited to, the following information:

   a. Financial information
   b. Total assessment valuation
   c. "Top 10" leading taxpayers, and their assessed values.

3. Provide bond insurance questionnaire responses:

   a. Assessed valuation;
   b. Bonded debt
   c. District's development percentage

4. Provide assistance with other miscellaneous requests when necessary.

G. Delinquency Management Services

The CONSULTANT shall:

1. Assist the City with the administration of the City's Delinquency Management policy. The policy considers all CFD aspects, as well as the

status of AD's, including bond covenants, fund balances, current and prior year's delinquent amounts, property ownership, prior decisions of the City, and other related issues. Tailored procedures have been established to meet the needs of each District. In so doing, providing the balanced and practical enforcement of the bond covenants.

2. Continue to monitor all outstanding CFD and AD delinquencies, and submit periodic reports to the City. At least three (3) delinquency reports are required and is based on the most recent update provided by the County. The county typically provides updates each February, May, and October. These reports will present aging and current statuses of all delinquent installments, including prior year's delinquencies, and parcels undergoing judicial foreclosure or other proceedings.

H. Subsequent Foreclosure Services

The CONSULTANT shall:

1. Assist the City with the continuing administration of the City's judicial foreclosure policy. The policy considers all aspects of the Bond Covenants; additionally, clear procedures are established tailored to meet the needs of each District. In so doing, providing the balanced and practical enforcement of the bond covenants.

2. Coordinate with the City's judicial foreclosure counsel to proceed against all assigned delinquencies, in accordance with the bond documents.

3. Provide all necessary services to properly and effectively administer the judicial foreclosure policy.

I. Assessment Apportionment Services

The consultant shall provide all apportionment services in an efficient and timely manner, together with preparation of an amended assessment diagram, and the recording of new liens for all property splits and mergers.

J. Arbitrage Rebate Calculations

The CONSULTANT shall:

1. Prepare Arbitrage Rebate Calculation Reports containing all pertinent and required reporting information, and consult with City staff (as necessary) regarding Arbitrage-related matters and file all IRS forms required for rebate payments and refund requests.

2. Provide an executive summary with each report, which identifies the methodology employed, major assumptions, conclusions, and any

recommendations for changes concerning the City's recordkeeping methods.

3. Assist the City (as necessary) should an IRS audit event occur.

4. Prepare an Arbitrage Rebate Calculation reports for each tax-exempt financing that is currently subject to Section 148(f) of the Internal Revenue Code.

5. Manage flexible reporting schedules for each financing, and provide online access to an itemized summary of compliance statuses and completed reports.

6. Be available to present the finds and recommendations of the Report and to review the methodology with the City's staff as needed.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, **not-to-exceed the amount of $4,000**. Examples of reimbursable expenses include, but are not limited to:

- Postage;
- Travel expenses;
- Mileage (current prevailing rate);
- Maps;
- Electronic data provided from the county and/or other applicable resources;
- Construction cost periodicals; and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates.

In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

City shall reimburse Consultant for any costs Consultant incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the Project. Reimbursement shall be at Consultant's rates in effect at the time of such response.

Additional Services

Hourly Rates

Additional authorized services will be billed at Willdan's then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services	
Title	**Hourly Rates**
Group Manager	$ 210
Principal Engineer	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55

Continuing Disclosure

Disclosure Services	Fee
Engagement Fee	$ 250 per issue
Base Annual Report Fee – Non-land-based Issues	
General Obligation Bonds	$ 950
Revenue Bonds	1,250
Pension Obligation Bonds	1,250
Tax Allocation Bonds	1,550
Certificates of Participation	1,250
Annual Dissemination per Report	100
Base Annual Report Fee – Land-based Issues	
Land-based Issues[1]	$ 1,200
Annual Dissemination per Report	100
Additional Fees, if applicable	
Incremental Annual Fee for Bonds Issued on Parity	$450 per issue
Supplemental/Amended Reports	$ 250 - $450 per Report
Notice of Occurrence of Listed Events	$ 250 per Notice
Annual Third Party Expenses	At Cost
Continuing Disclosure Compliance Review	Hourly Rates

(1) Willdan provides support for the preparation of Disclosure Report Tables as part of our scope of services. This optional fee would be charged if the City requests that Willdan produces the entire report on the City's behalf.

Arbitrage Rebate Services

Arbitrage Services	Fee
Engagement Fee. One-time fee charged for newly contracted issues.	$250
Base Fee Range. Annual report.	$1,000
Commingled Funds Analysis. Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	$250 per fund
Data Analysis in Excess of 12 months. Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	$250 per year
Parity Reserve Allocation. Bonds that have been issued on parity that require an allocation of the reserve fund.	$250 per fund
Transferred Proceeds Analysis. The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	$250 per fund
Non-Bona Fide Debt Service Fund. Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	$250 per fund
Request for Refund of Overpayment	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge
Online Compliance Management System	No Charge
IRS Audit Assistance	Hourly Rates

Database Preparation/Obtaining Data

Willdan has all current district data, therefore set-up fees for districts are waived. Fee for obtaining data on CFD Vila Borba data will be waived.

MuniMagic Read-only Access to Data

MuniMagic Read-only Access to Data	
Service	**Fee**
Setup Fee (Includes setup of electronic database and access to Web pages for the first year of maintenance for two users)	Waived
Annual Maintenance Fee	Waived

Delinquency Monitoring Services

As the service is rendered, the following fees are invoiced to the City. They are ultimately paid by, or on behalf of, the delinquent property owners.

Services	Fees
Fees Ultimately Reimbursed to Agency by Property Owner:	
Delinquency Reminder Letter	$ 15
Delinquency Demand Letter	45
Foreclosure Letter	65
Effect Removal from Tax Roll and Record Subsequent Notice of Satisfaction	125
Payment Plan	200
Subsequent Foreclosure Services	150
Fees Paid Directly to Willdan by Requestor:	
Delinquency Demand Payoff (1)	$ 50
Zero Demand (1)	50

(1) This fee is waived for the property owner (except for escrow purposes). This fee complies with Section 8833 of the California Streets and Highways Code and/or Section 53356.2 of the California Government Code, which requires recording of a Notice of Intent to Remove Delinquent Special Assessments and/or Special Taxes from the County tax roll. It DOES NOT include the County tax roll removal charge, or similar fee, if any.

Assessment Apportionment Services

The property owner pays these fees.

Apportionment Services		
Parcel Amount	**Base Fee**	**Per Parcel Fee**
1 to 4 Parcels	$ 1,000	$ 25
5 to 25 Parcels	1,250	20
26 or More Parcels	1,500	15
Review of Diagram and Spread Only	650	N/A

Fee Proposal

Annual Administration Services

The following annual fees reflect application of the scope identified in the Work Plan section. The fees are based on the time estimated that will be spent on average each year for the administration of the districts.

This fee is subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) within the applicable areas, as calculated by the United States Department of Labor.

The number of parcels and districts shown below are the basis of this cost proposal. Any substantial variation in number may cause a change in our fee structure. Fees are payable on an annual basis.

District	Parcel Count	Annual Fee
Assessment Districts		
RAD 10-1	1,963	$ 8,700
AD No.1994	30	0
Community Facilities Districts		
CFD No. 1	253	$ 6,500
CFD No. 2	3,086	12,000
CFD No. 4	123	2,000
CFD No. 5	3,167	10,900
CFD No. 6	527	1,800
CFD No. 8	237	2,500
CFD No. 9	1,348	4,300
CFD No. 10	722	1,900
CFD Vila Borba	183	2,900(1)
CFD Vila Borba - *Undeveloped*	0	0
Landscape and Lighting Districts		
LLD No. 1	12,832	$ 15,000
Los Serranos Lighting Maintenance Districts		
LMD (Los Serranos)	384	$ 2,700
Vellano Landscape & Lighting District		
Vellano LL District	205	$ 3,200
Special Maintenance Districts		
SMA 1 (Street Sweeping)	22,100	$ 20,800
SMA 2 (Sleepy Hollow)	318	200
Total	**47,478**	**$ 95,400**
Additional Per Parcel Fee (1)		2.00
CFD Payoff Quotes		125
AD Payoff Quotes		35
New Districts		TBD

(1) CFD Vila Borba is currently under development. A fee of $2.00 per levied parcel will be added for each parcel over the currently developed count of 183.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 18

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MANAGED PRINT SERVICES

RECOMMENDATION:

1. Approve the appropriation budget amendments described in the Fiscal Impact section of this report.

2. Authorize issuance of a purchase order in the amount of $314,550 to Sharp Business Systems to purchase, configure and install multifunction copiers (MFP), printers, scanners, and plotter for the City Hall, City Yard, Community Center, Community Park, McCoy Equestrian Center, Grand Avenue Park and Sheriff locations.

3. Authorize the City Manager to execute a Professional Services Agreement with Sharp Business Systems for a 5-year print management program for supplies and maintenance of multifunction copiers, printers, scanners, and plotters in a not-to-exceed annual amount of $61,400.

BACKGROUND/ANALYSIS:

Presently, the City, including the Sheriff's Department, utilizes a fleet of 73 machines composed of MFP's, printers, scanners, plotters, and fax machines from a variety of vendors. Many of these machines are over eight years of age and beyond their normal life expectancy of five years. This leads to many issues such as paper jams, inconsistent print quality, and equipment failure.

The City recently completed a comprehensive print management assessment in an effort to determine the services and products required to accommodate the City's print, copy, scan, and fax requirements. The City hired Procure America, a print management consultant, to conduct a thorough analysis of our current fleet, print/copy volume, and outsourced prints. The consultant made recommendations based on a number of factors such as print volume(s), service delivery requirements, feature requirements, and department feedback.

A Request for Information (RFI) was advertised in the Champion, listed on the City's website, and submitted to major manufacturers and independent dealers. The City received six bids in response to its RFI. Burtronics, CBE Office Solutions, Image Source, Konica Minolta, MRC, and Sharp Business Systems were represented in this process.

City staff, with assistance from Procure America, reviewed the results and determined two finalists based on the scoring criteria identified in the RFI. The finalists, Sharp Business Systems and MRC, provided responses that satisfied the required machine features, machine security, service delivery requirements, and supported integration capabilities with the City's Laserfiche document management system and future Enterprise Resource Planning system. Proposals from the other four vendors were not considered for further evaluation due to a lack of compliance to technical requirements or for providing insufficient information to give a complete assessment.

Executive staff appointed members from their respective department to evaluate the two finalists. A total of 13 administrative staff was selected to be a part of the evaluation team.

The evaluation team determined that Sharp Business Systems would best suit the City's print management needs. Sharp Business System's comprehensive proposal provided an acute attention to detail which was the determining factor in the team's decision making process. The new machines offer greater features and functionality and provide for a variety of finishing options that will enable staff to produce high-quality printed materials in-house. The evaluation team's recommendation was made without knowledge of the vendor pricing.

The proposed managed print services solution will reduce the number of machines from 73 to 64. The net decrease of 9 machines consists of the elimination of 8 MFP's, 2 fax machines, and 1 printer, and the addition of 2 scanners. Staff recommends purchasing 53 new machines and retaining 11 machines that have not exceeded their useful life. The total cost for the 53 machines is $314,550.

The 5-year print management program includes supplies and maintenance. The estimated annual cost for the 64 machines is $61,400. This is based on projected annual print volume and includes a 10% contingency. This equates to an estimated $21,000 annual savings or 27% over the existing contract.

REVIEW BY OTHERS:

The agenda item has been reviewed by the City Attorney.

FISCAL IMPACT:

This project will be funded within the Information Technology Fund (I.T. Fund) with $183,600 being funded from existing funds in the adopted FY 2016/17 budget. The remainder will be reimbursed by the various benefiting cost centers. The recommended budget amendments are as follows:

Increase estimated revenues in the I.T. Fund	$192,400
Increase appropriation in the I.T. Fund	($192,400)
Net impact in the I.T. Fund	$ 0
Increase appropriation for I.T. charges in the following:	
City Clerk	($ 2,300)
City Manager	($ 3,100)
Engineering	($ 13,800)
Finance	($ 4,000)
Public Works	($ 1,500)
Sheriff	($ 37,000)
Storm System Maintenance	($ 400)
Total Decrease in the General Fund Reserves	($ 62,100)
Community Development Fund	($ 36,400)
CFD & Assessment District Funds	($ 3,800)
Community Services Fund	($ 35,100)
Equipment Maintenance	($ 800)
Landscape & Lighting District Funds	($ 7,500)
Sewer Utility Fund	($ 7,800)
Special Revenue Funds	($ 3,300)
Water – Utility Billing Customer Service	($ 12,000)
Water Utility Fund	($ 23,600)
Total Decrease in Other Funds Reserves	($130,300)
Total Decrease in Reserves for I.T. Charges	($192,400)

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 relates to the provision of the leasing and maintenance service of printers/copiers at City offices that

would involve no expansion of use beyond that previously existing. This project is exempt under State CEQA Guidelines Section 15301 Class 1, Existing Facilities Exemption and Section 15061(b)(3), Common Sense, General Rule Exemption. The project will not have an effect on the environment and no significant physical environment impacts are anticipated to occur.

Respectfully submitted:

Konradt Bartlam, City Manager

Recommended by:

Judy R. Lancaster, Finance Director

KB:JRL:MRJ:dk

Attachments: Professional Services Agreement
Exhibit A – Scope of Services
Exhibit B – Compensation
Exhibit C – Equipment Covered

AGREEMENT NO. A2016 -
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
SHARP BUSINESS SYSTEMS

THIS AGREEMENT, made and entered into this 13th day of September, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and Sharp Business Systems, a New Jersey 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 and provide the equipment set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. 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 September 14, 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.

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 $61,400 annually. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. Invoices shall include at a minimum all of the information required in Exhibit A and Consultant shall also provide quarterly reports which at a minimum shall

include all of the information required in Exhibit A. 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.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, 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 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. Any such review shall be shall be coordinated between the parties at a convenient time (after work hours) so as to not cause business interference. In addition, any such examination shall only apply to records related to the services provided under this Agreement; any transcripts or copies shall be subject to confidentiality obligations to be agreed upon by the parties in advance in writing and will not include proprietary information or trade secrets of Consultant. 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 will terminate on September 14, 2021, unless otherwise extended in advance and in writing by the parties. This Agreement may be terminated 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. 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 for the City in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City.

11. 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. 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 obtained while performing work under this Agreement. Response to a subpoena, notice of deposition, interrogatories or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order, notice of deposition, or subpoena.

Consultant shall promptly notify City if Consultant, its officers, employees, agents or subcontractors is 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 third party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to review any City documents prior to release. Notwithstanding the above, the provisions of this section only to apply to notices of deposition, interrogatories, subpoenas and court orders that are in cases involving third parties.

(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.

13. INDEMNIFICATION.

(a) Consultant represents it is skilled in the 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 persons 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 Consultant, its agents, officers, directors or employees, in performing any of the

services under this agreement, except to the extent that such loss, damage, or injury caused by the negligence or willful misconduct of the Indemnitees.

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 to the extent caused by the City's negligent or willful acts or omissions.

The foregoing indemnification obligations are subject to the City (i) notifying Consultant in writing as soon as reasonably practicable of any such claim, (ii) granting Consultant the sole control over defense or settlement thereof, and (iii) City providing reasonable cooperation in response to Consultant's request for assistance.

14. INSURANCE.

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

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

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

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

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

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

(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, inclusive of the umbrella policy.

(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. During the Term of this Agreement, coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

(d) The City must comply with all standard requirements to promptly notify Consultant of any insurance claims occurrences and circumstances and cooperate with Consultant's insurer in the defense of such claims, but any failure to comply with other provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation Coverage. Both the City and the Consultant 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 not use subcontractors.

(2) 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: Gregory P. Murdock
Sharp Business Systems
4 Hutton Centre Drive #590
Santa Ana, CA 92707

With a copy to:

Office of the General Counsel
1 Sharp Plaza, Suite 1
Mahwah, NJ 07495-1123

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.

23. 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

C. Exhibit C: Equipment Covered

24. 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	**SHARP BUSINESS SYSTEMS**
Art Bennett **Mayor**	**(Signature)**
	VP Controller
ATTEST:	**(Title)**
Cheryl Balz **City Clerk**	**(Signature)**
APPROVED AS TO FORM:	President, Sharp Business Systems of SoCal
	(Title)
Mark D. Hensley **City Attorney**	

EXHIBIT A – SCOPE OF SERVICES

Contracted Vendor will provide the City of Chino Hills an MFP/Printer Maintenance service as described in, "Scope of Services" for all Equipment and OEM accessories herein referred to as "the Equipment" and locations as listed in Exhibit C of this agreement.

A. SERVICES GENERAL TERMS AND CONDITIONS

1. **ENTERPRISE PRINT SERVICES:** Provides Multi-Function Printers (MFPs) and Single Function Printers to meet the City of Chino Hills business requirements for Copying, Printing, Scanning and Faxing. Manage the implementation and all necessary support for the manufacturer authorized maintenance agreement and all associated leased or City of Chino Hills owned equipment and software listed on page one of the agreement or any attached Exhibit C of Equipment thereto.

2. **ADDITION OF EQUIPMENT:** City of Chino Hills will notify Contracted Vendor upon installation of any additional equipment at the City of Chino Hills site capable of using Contracted Vendor or Manufacturer Servicing Group supplied toner cartridges or consumable. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered billable per page volume for all purposes under this agreement.

3. **REMOTE SUPPORT AND METER SOFTWARE:** Contracted Vendor a will remotely monitor and support the Equipment for more timely and accurate resolution of problems. The City of Chino Hills agrees to install Contracted Vendor or Manufacturer designated Meter Software that will automatically gather and send to Contracted Vendor Billing Department Meter Readings on a Pre-Scheduled Basis.

4. **DOCUMENT VOLUME FLEXIBILITY:** If at any time after three months of system installation, the actual monthly output volume varies from any guaranteed minimum monthly document output volume, either upward or downward, we may request an adjustment in our guaranteed minimum monthly document output volume.

B. SERVICE LEVELS

1. **MAINTENANCE.** Contracted Vendor will provide full coverage maintenance on all contracted equipment including, but not limited to, parts, service calls, and scheduled preventative maintenance support. The Contracted Vendor helpdesk will take all support calls and offer assistance over the phone via your remote diagnostic capabilities to get us up and running faster. Should an on-site technician be needed, an ETA will be provided with a courtesy follow up via phone.

2. **INCLUDED SUPPLIES.** Contracted Vendor will provide all supplies required for image creation (excluding paper and staples). All supplies will be OEM unless noted in this agreement. Supplies will be shipped per City of Chino Hills request but may be limited to a quantity required based on prints generated under this agreement. Micr toner is excluded unless noted in this agreement.

3. **BILLABLE SUPPLIES.** Staples and Micr toner may be ordered through Contracted Vendor at the following rates:
   Staples: $59.50 for staple refill kit (box of three cartridges, 5,000 cartridges each for a total of 15,000 staples)
   MICR Toner: HP M402DN (TROY): Standard - $217 | High Yield - $405
   HP M604DN: Standard - $356.99 | High Yield - $574.99

4. **SERVICE RESPONSE TIMES/UPTIME GUARANTEE.**

Response Time	**4 Hours Maximum** (emergency service requests)
Repair Time	2 hours average
Minimum Uptime	97%
Maximum Downtime	3%

Response Time – Time measured from logging of service call until technician arrives on scene or clears by phone.
Repair Time – Time required for a technician to troubleshoot, diagnose and repair a copier measured from arrival on the scene to completion of call. This does not include time required for shipment of certain parts.
Minimum Uptime – Percentage of time machine is available for basic operation in comparison to hours of operation as determined by the City of Chino Hills.
Maximum Downtime – Percentage of time machine is unavailable for basic operation in comparison to the hours of operation as determined by the City of Chino Hills.

Emergency Service Request – Request for service when any of the three main functions is in operable. (Copy/Print/Fax) excludes preventative maintenance calls.

5. **AVAILABILITY OF SERVICE**. Contracted Vendor will provide emergency and preventative maintenance service calls during normal working hours (8:00 a.m. to 5:00 p.m.) daily except Saturday's, Sundays or holidays. Holidays consist of: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, and Christmas Day.

6. **SERVICE LOANER.** If the main copy/print engine is deemed inoperable and Manufacturer authorized service personnel is unable to correct the problem within 16 working hours, we may request a loaner of similar or upgraded features at no additional cost until our main copy/print engine is repaired.

7. **UPTIME GUARANTEE -** Uptime Guarantee - your maintenance procedures shall be designed to average up to a 97% uptime, but in the event the mainframe provided is not operational (excluding preventive maintenance and operator preventable calls) during any 60 day period, Contracted Vendor will request a loaner of similar and upgraded features at no additional cost until your mainframe is repaired.

8. **REPLACEMENT GUARANTEE** –If the Contracted Vendor is unable to repair a problem, you shall, at our request, replace it without charge with an identical model or, at the option of manufacturer, with a machine with comparable features and capabilities.

9. **QUARTERLY REVIEWS.** Contracted Vendor will Exhibit Cn on-site meetings at the City of Chino Hills at least once per quarter, but not more than once per month to review the performance, usage trends and equipment service levels.

C. SCOPE OF SERVICES

1.0 BACKGROUND

The Contracted Vendor will be responsible for providing new convenience copying, print and multifunction devices. All recommended hardware, software, and systems must be pre-approved and pre-installed by the City of Chino Hills for a minimum term of five (5) years.

The Contracted Vendor, based upon the awarded optimization plan, will be responsible for providing MFP / Printers and single function printers to the City of Chino Hills that will provide convenience copying and printing services to meet the specifications outlined in RFI.

The City of Chino Hills will not guarantee any minimums for print volumes. Click charges will be billed monthly based on actual usage in arrears. All equipment (including replacements) will be covered for maintenance, parts, and supplies for the duration of the contract term. Paper and staples may be excluded from the click charges.

2.1 CONTRACTED VENDOR PERFORMANCE AND TECHNICAL REQUIREMENTS

a) If the Contracted Vendor is unable to repair any covered device they will, at the City of Chino Hills request, replace any piece of equipment or software, without charge, with an identical model/version or, at the option of the Contracted Vendor, equipment or software applications with comparable features and capabilities during the entire term of the Contract.

b) The Contracted Vendor will, at no additional cost, perform installations, removals, relocations, network connections/disconnections, hardware and/or software installations and/or removals, providing parts, supplies, and maintenance. The City of Chino Hills will pay only additional monthly costs for added equipment pre-approved and not any direct or indirect costs, including, but not limited to, finance charges, early termination charges, installation charges, removal charges, network hook-up charges, freight charges, gas surcharges, moving charges, "buy-out" cost, "trade-up" or "trade- down" costs, that result from any additions/deletions, upgrades/downgrades, or changes.

c) The Contracted Vendor shall, at no additional cost, recommend methodologies to improve the efficiency and effectiveness of the City of Chino Hills print environment at the Cities request. Should the Contracted Vendor perform assessments, any monitoring software or hardware necessary to conduct these assessments must be approved by the City of Chino Hills in advance.

d) The Contracted Vendor shall, at no additional cost, be prepared to address any equipment or network security concerns raised by the City of Chino Hills.

e) The Contracted Vendor will, at no additional cost, provide a recycling/disposal program for all equipment, parts, and supplies.

f) The Contracted Vendor will, at no additional cost, provide any upgrades or retrofits, offered or available, including hardware and software (e.g. updates, security patches, etc.), for all equipment during the term of the Contract.

g) The Contracted Vendor will, at no additional cost, submit quarterly maintenance or upon request, service history and preventative maintenance reports for all equipment. The reports will include equipment uptime, service response time, nature of problem call, equipment utilization/costs, supply consumption, mean time/copies between service calls, etc. Contracted Vendor and The City of Chino Hills may periodically refine the reports.

h) The Contracted Vendor will, at no additional cost, be available for monthly and quarterly meetings to review problems and opportunities (e.g. cost reduction initiatives, improving performance, etc.) regarding this

Contract.

i) The Contracted Vendor shall be authorized by the original equipment manufacturer (OEM) to service the equipment during the entire term of the Contract.

j) The Contracted Vendor service technicians must be OEM trained and certified during the entire term of the Contract.

k) The Contracted Vendor will only use only OEM genuine or OEM approved parts and supplies to maintain the equipment and the Contracted Vendor must have same-day or next-day delivery for parts and supplies, with the parts delivered to the City or brought in by a service technician.

l) The Contracted Vendor will, at no additional cost, perform OEM approved equipment maintenance, including preventative maintenance for all MFP / Printer and single function printers, at least once per year.

m) The Contracted Vendor will be solely responsible for obtaining and furnishing quarterly meter counts for all equipment. Meter counts must be accomplished at no additional cost and without the City of Chino Hills staff intervention or inconvenience.

n) The Contracted Vendor will, at no additional cost, perform weekly site visits to ensure that all equipment is functioning optimally and sufficiently supplied.

o) The Contracted Vendor will, at no additional cost, provide live training, re-training, and live technical support for all equipment on a minimum quarterly basis during the term of the Contract.

p) The Contracted Vendor will provide, at no additional cost, a live person, toll-free phone line to place service calls, order parts and supplies, and provide technical support.

q) The Contracted Vendor will, at no additional cost, respond to all emergency service requests within two hours and begin repairs within four hours unless other arrangements are made.

r) The Contracted Vendor shall, at no additional cost, have a 24-hour toll-free phone support for the hardware and software issues, as well as available on-site technical support from 8:00 a.m. to 5:00 p.m.

s) The Contracted Vendor shall provide, at no additional cost, access to a web-based online reporting and tracking system. This tool should have a service call module to track problems from inception to completion and to provide activity reports. This tool should also include an asset management component to manage the locations and IP addresses of the devices.

t) The Contracted Vendor shall, at no additional cost, provide the ability to view invoices on-line via a secure customer portal.

u) The Contracted Vendor shall provide invoices monthly, that shall include, at no additional cost, at a minimum the following information:

i. Equipment Product Number
ii. Serial Number
iii. Location

iv. Meter Code (B&W/Color)
v. Previous Meter Reading (for B&W/Color)
vi. Current Meter Reading (for B&W/Color)
vii. Total Copies Made
viii. Sub Total/Tax/Invoice Total fields
ix. GL Account Code (option)

v) The Contractor shall provide, at no additional cost, Quarterly Reports that shall include at a minimum the following information:

i. Summary (with Total Service Calls, Response Time, First Call Completion % and Uptime %)
ii. Meter Summary (B&W/Color)
iii. MFP's by Total B&W Usage (by Department)
iv. MFP's by Total Color Usage (by Department)
v. MFP's by Monthly B&W Usage (by Department)
vi. MFP's by Monthly Color Usage (by Department)
vii. MFP Breakdown by Device
viii. Service Calls Breakdown

3.1 DISASTER RECOVERY/BUSINESS CONTINUITY REQUIREMENTS

a) In the event of a disaster, whether natural or man-made, the Contracted Vendor will furnish the City of Chino Hills with specified (numbers and types) printing equipment to designated recovery locations within 24-hours of notification. All equipment will be fully assembled, delivered (drop shipped), and installed to working condition with a minimum of five reams of paper, one set of consumables, manuals, and drivers.

b) The cost of the equipment and consumables will be at the Contract rates then in effect. If there are no Contract rates, the rates charged will not exceed the current rates being charged by the Contracted Vendor to other government agencies.

4.1 CONVENIENCE COPYING AND MULTIFUNCTION PRINTER REQUIREMENTS

a) All MFP / Printers must be capable of copying, printing, faxing, and scanning.

b) All MFP / Printers must be capable of duplexing.

c) All MFP / Printers must offer print around functionality to eliminate potential printing bottlenecks. If a user requests a missing resource (i.e., staple cartridge, empty or missing legal paper and stylus pens) other jobs will continue processing and printing until the missing resource is supplied.

d) All MFP / Printers must be capable of scan-to-file, scan-to-desktop, scan- to-fax, scan-to-email, scan-to-server, with the option of scanning to USB. Scanner must interface with Active Directory and authenticate users based on AD credentials. Scan to Email functions must call our current email address book from AD/Exchange.

e) All MFPs must be color capable for both printing and scanning.

f) All MFPs must have auto size sense: automatically sense the size of the document and output onto correct paper.

g) All MFP / Printers must be network ready.

h) All MFP / Printers connected to the City of Chino Hills network, will permit the user to scan a document and send it as a searchable PDF or TIFF or JPEG with a memory of at least 2.0 gigabytes and a hard disk drive of at least 80 gigabytes.

i) All MFP / Printers will have Digital Mailbox capability at the device and provide document security access.

j) All MFP / Printers will have pull out keyboards for enhanced scanning integration.

k) All MFP / Printers shall utilize an encrypted hard drive for print, scan, and fax jobs.

l) All MFP / Printers shall employ image overwrite capability (with scheduling option) that can be applied to the entire spooling area of the hard disk drive. Overwrite capability should comply with U.S. Department of Defense standards.

m) All MFP / Printers must have picture step-by-step instructions to clear paper jams.

n) The Contracted Vendor must, at no additional cost, provide the City of Chino Hills software that provides, at a minimum, the following: (1) remote monitoring of MFP / Printer status and supplies, (2) tracking usage and costs of the MFP / Printer, (3) reporting capabilities accessible to the City of Chino Hills staff via web or cloud services.

City of Chino Hills

EXHIBIT B - COMPENSATION

The City of Chino Hills will pay a no minimum monthly per page charge for all prints made during the previous billing cycle at the rates indicated per category or device as follows:

Equipment Type	B/W Cost Per Page	Color Cost Per Page
MFP Pages	$.0045	$.0426
Desktop Printer Pages	$.0160	$.0900
Wide Format Plotter	(estimated $2,000 per year)	

6.1 BILLING REQUIREMENTS.

a) The Contracted Vendor shall provide expense monitoring and monthly billing for the usage of each MFP/printer with associated location and department. The monthly billing shall include a Microsoft Excel version for internal analysis.

b) The Contracted Vendor shall, at no additional cost, deliver all documentation relating to the services provided under this Agreement. At a minimum, this shall include:

- OEM toner and ink cartridges (remanufactured cartridges are not acceptable).
- Maintenance kits and parts as required.
- Hardware and software specifications for any monitoring system utilized.
- Technical diagrams of how hardware and software is connected to the City of Chino Hills's network and any external connections (e.g., Internet, telco lines, etc.) required.
- Printer drivers, user manuals and warranty information for any replacement printers or devices.
- Escalation procedures and contact numbers.

EXHIBIT C – EQUIPMENT COVERED

The following equipment is covered under this agreement for all support services included in this agreement.

#	Make	Model	Department	Location	Notes
1	Sharp	MX-6070N	Community Development	City Hall – First Floor	
2	Sharp	MX-5070N	Community Development	City Hall – First Floor	
3	Sharp	MX-5070N	Community Development	City Hall – First Floor	
4	Sharp	MX-C402SC	Community Development	City Hall – First Floor	
5	HP	LaserJet Pro M402dn	Community Development	City Hall – First Floor	
6	HP	LaserJet Enterprise M604N	Community Development	City Hall – First Floor	
7	HP	36" T2500ps eMFP	Community Development	City Hall – First Floor	
8	Sharp	MX-6070N	Community Services (Rec)	City Hall – First Floor	
9	HP	LaserJet Pro M402dn	Community Services (Rec)	City Hall – First Floor	
10	HP	LaserJet Enterprise M604N	Community Services (Rec)	City Hall – First Floor	
11	HP	DesignJet T1100ps 44in	Community Services (Rec)	City Hall – First Floor	
12	Sharp	MX-5070N	Engineering	City Hall – First Floor	
13	Sharp	MX-5070N	Engineering	City Hall – First Floor	
14	HP	LaserJet Pro M402dn	Engineering	City Hall – First Floor	
15	Fujitsu	Fi-6670	City-Wide	City Hall – First Floor	
16	Sharp	MX-6070N	City Clerk	City Hall – Second Floor	
17	HP	LaserJet Pro M402dn	City Clerk	City Hall – Second Floor	
18	HP	LaserJet Pro M402dn	City Clerk	City Hall – Second Floor	
19	HP	LaserJet Enterprise M604N	City Clerk	City Hall – Second Floor	
20	Sharp	MX-5070N	City Manager	City Hall – Second Floor	
21	Sharp	MX-5070N	City Manager	City Hall – Second Floor	
22	HP	LaserJet Pro M402dn	City Manager	City Hall – Second Floor	
23	HP	LaserJet Pro M402dn	City Manager	City Hall – Second Floor	

24	HP	LaserJet Pro M402dn	City Manager	City Hall – Second Floor	
25	Sharp	MX-5070N	Community Services	City Hall – Second Floor	
26	HP	LaserJet Pro M402dn	Community Services	City Hall – Second Floor	
27	HP	LaserJet Enterprise M604N	Community Services	City Hall – Second Floor	
28	Sharp	MX-6070N	Finance	City Hall – Second Floor	
29	Sharp	MX-5070N	Finance	City Hall – Second Floor	
30	Sharp	MX-5070N	Finance	City Hall – Second Floor	
31	HP	LaserJet Pro M402dn	Finance	City Hall – Second Floor	
32	HP	LaserJet Enterprise M604N	Finance	City Hall – Second Floor	MICR Toner
33	HP	LaserJet Enterprise M604N	Finance	City Hall – Second Floor	MICR Toner
34	Sharp	MX-C402SC	Finance	City Hall – Second Floor	
35	HP	DesignJet T1100ps 44in	Finance	City Hall – Second Floor	
36	Fujitsu	Fi-6670	City-Wide	City Hall – Second Floor	
37	Sharp	MX-4070N	Public Works	City Yard	
38	Sharp	MX-4070N	Public Works	City Yard	
39	Sharp	MX-5070N	Public Works	City Yard	
40	Sharp	MX-5070N	Public Works	City Yard	
41	HP	LaserJet Pro M402dn	Public Works	City Yard	
42	HP	LaserJet Enterprise M604N	Public Works	City Yard	
43	HP	DesignJet T1100ps 44in	Public Works	City Yard	
44	Sharp	MX-5070N	Community Services (Rec)	Community Center	
45	HP	Laserjet Pro M402dn	Community Services (Rec)	Community Center	
46	Sharp	MX-C402SC	Community Services (Rec)	Community Park	
47	Sharp	MX-C402SC	Community Services (Rec)	Grand Ave Park	
48	Sharp	MX-C402SC	Community Services (Rec)	McCoy Equestrian Center	
49	Sharp	MX-4070N	Sheriff	Sheriff	
50	Sharp	MX-5070N	Sheriff	Sheriff	
51	Sharp	MX-4070N	Sheriff	Sheriff	

52	Sharp	MX-5070N	Sheriff	Sheriff	
53	Sharp	MX-4070N	Sheriff	Sheriff	
54	Sharp	MX-5070N	Sheriff	Sheriff	
55	HP	LaserJet Pro M402dn	Sheriff	Sheriff	
56	Sharp	MX-402SC	Sheriff	Sheriff	
57	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
58	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
59	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
60	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
61	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
62	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
63	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	
64	HP	LaserJet Pro400 M451dn	Sheriff	Sheriff	

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 19

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FY 2016-17 THROUGH FY 2020-21

RECOMMENDATION:

1. Adopt a Resolution entitled:

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

2. Direct the City Clerk to forward a certified copy of the Resolution with Exhibit A and Expenditures Strategy 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 the Expenditure Plans as set forth in the SANBAG Ordinance 04-1.

Measure I funds are divided into subprograms, with member agencies receiving funds from the Local Street Program on a per capita basis. Ordinance 04-1 requires that a Five-Year Capital Improvement Program (CIP) be adopted annually.

Staff is asking the City Council to adopt the Measure I Five-Year Capital Improvement Program, including the detailed Five-Year Spending Plan for FY 2016-17 through FY 2020-21 and the corresponding Resolution.

ENVIRONMENTAL (CEQA) REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment because it is only a spending plan of the Measure I funds.

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 2016-17 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,

Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, P.E., Director of Public Works

NM/VC/PS

Attachments: Resolution
Exhibit A - Five-Year CIP Plan
Expenditure Strategy

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ADOPTING THE 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, California Public Utilities Code 190300 and Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Program, which for the City of Chino Hills is $140,313.

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

SECTION 1. That the City Council hereby adopts the Measure I Five-Year Capital Improvement Program attached to this Resolution as Exhibit A.

SECTION 2. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of September 2016.

_____
ART BENNETT, MAYOR

ATTEST:

_____
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

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

PLAN PERIOD:	2016/2017 to 2020/2021							
AGENCY NAME:	City of Chino Hills		FY2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY2020/21	Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	$933,361.00	MEASURE I ESTIMATE:	$1,323,802.62	$1,363,516.70	$1,407,830.99	$1,457,105.08	$1,515,389.28	$8,001,005.67

Named Projects:	Estimated Total Project Cost	Nexus Project? Public Share (%)	Nexus Project? DIF Share (%)	FY2016/17 Carryover Funds	FY2016/17 Current Estimate	FY 2017/18 Carryover Funds	FY 2017/18 Current Estimate	FY 2018/19 Carryover Funds	FY 2018/19 Current Estimate	FY 2019/20 Carryover Funds	FY 2019/20 Current Estimate	FY2020/21 Carryover Funds	FY2020/21 Current Estimate	Total Local Street Measure I Programmed
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
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	$ 1,291,900.00			$ 80,700.00										$80,700.00
Raised Median on Pipeline Avenue - Construct a raised median on Pipeline Avenue between SR 142 and the northern City Limits. **Multiple Funding Sources**. CH Project No. S14009	$ 425,800.00			$ 65,900.00										$65,900.00
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	$ 783,700.00			$ 120,000.00										$120,000.00
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. CH Project No. S17001	$ 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 Lane south to Sun Rose Drive, and from Auburn Court east to Falcon Ridge Drive and Spring Crest Drive)	$ 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 Avenue and north of Grand Avenue between Monte Verde Drive 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 Avenue between Grand Avenue Park to Village Center Drive)	$ 1,050,000.00										$ 1,050,000.00			$1,050,000.00
FY 2020/21 Street Program - Slurry seal and overlay (residential area north of Chino Avenue, Scenic Ridge Drive to the west, and Peyton Drive to the east)	$ 1,050,000.00												$ 1,050,000.00	$1,050,000.00
Project Count: 9 — Named Projects Total:	**$ 12,152,400.00**			$ 266,600.00	$ 1,250,000.00	$ -	$ 1,050,000.00	$ -	$ 1,050,000.00	$ -	$ 1,050,000.00	$ -	$ 1,050,200.00	$5,716,800.00
Total Carryover + Estimate:	$ 5,716,800			$1,516,600.00		$1,050,000.00		$1,050,000.00		$1,050,000.00		$1,050,200.00		$5,716,800.00
(%) Named Projects:				115%		77%		75%		72%		69%		

Categorical Projects Total *:	Estimated Total Project Cost	Nexus Project? Public Share (%)	Nexus Project? DIF Share (%)	FY2016/17 Carryover Funds	FY2016/17 Current Estimate	FY 2017/18 Carryover Funds	FY 2017/18 Current Estimate	FY 2018/19 Carryover Funds	FY 2018/19 Current Estimate	FY 2019/20 Carryover Funds	FY 2019/20 Current Estimate	FY2020/21 Carryover Funds	FY2020/21 Current Estimate	Total Local Street Measure I Programmed
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	$ 90,000.00				$ 30,000.00		$ 30,000.00		$ 30,000.00					$90,000.00
Traffic Signal Controller Upgrade Program	$ 50,000.00						$ 25,000.00				$ 25,000.00			$50,000.00
														$0.00
														$0.00
														$0.00
Categorical Projects Total:	**$ 890,000.00**				$180,000.00		$205,000.00		$ 180,000.00		$ 175,000.00		$ 150,000.00	$890,000.00
(%) Categorical Projects (cannot exceed 50%):					14%		15%		13%		12%		10%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed:		$6,606,800.00
Total Carryover Programmed:	$	266,600.00
Total Estimated Programmed:	$	6,340,200.00
Check:	$	6,606,800.00
150% of Estimated Measure I plus carryover:	$	12,001,508.51
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003:

1. If Measure I allocated to project is ≥ $100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

RESOLUTION NUMBER:	2016R-
RESOLUTION APPROVAL DATE:	9/13/2016
CONTACT PERSON & TITLE:	Joe Dyer, Assistant City Engineer
CONTACT PHONE:	(909) 364-2771
CONTACT EMAIL:	jdyer@chinohills.org

CITY OF CHINO HILLS

MEASURE I CAPITAL IMPROVEMENT PROGRAM
FY 2016-17 - FY 2020-21 EXPENDITURE STRATEGY

It is the City of Chino Hills' intent to expend Measure I revenue for the following types of projects:

- Construction of the City's Annual Street Improvement Program: Overlay and/or slurry seal of specified streets to maintain a high level of pavement trafficability;

- Make on-going repairs/improvements to the City's sidewalks;

- Conduct the Annual Striping Program;

- Provide funding to address ADA accessibility issues within the City's public right-of-way; and

- Systematically replace traffic signal LED signals and traffic signal controllers to ensure the highest level of public safety.

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 20

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS (CPNA)

RECOMMENDATION:

1. Adopt a Resolution entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING THE FIVE YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2017-18 THROUGH 2021-22.

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

BACKGROUND/ANALYSIS:

The SANBAG Measure I Strategic Plan requires local jurisdictions to annually adopt a five-year Capital Project Needs Analysis (CPNA). The CPNA documents project or program needs by fiscal year and by funding source. CPNAs for the Valley Measure I program, which includes the City of Chino Hills, include projects for the Valley Freeway interchange and arterial sub-programs.

CPNAs forecast Measure I needs for the next five fiscal years; member agencies make their requests in the fall of the current fiscal year so that SANBAG staff can perform analyses and make apportionment recommendations for the various Measure I sub-programs. The SANBAG Board ultimately will adopt funding commitments in early 2017 so that jurisdictions can incorporate them into their FY 2017-18 budgets.

The City has two projects identified by the Measure I Nexus Study (updated in 2015) as eligible under the Major Street Program; Peyton Drive and the Pine Avenue Extension. Peyton Drive is covered by a Project Advancement Agreement and the construction was completed in May 2016. The Pine Avenue Extension project is projected to proceed to construction within the current five-year planning window.

Currently, the City of Chino, as the lead agency for the Pine Avenue Extension project, plans to construct this project in FY 2020-21. The City of Chino Hills has a financial interest in the construction portion of the project, and has identified available Measure I Valley Major Street Program funds for this purpose.

Staff is asking the City Council to adopt the Measure I Five-Year CPNA and the corresponding Resolution.

ENVIRONMENTAL (CEQA) REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment because it is only a spending plan of the Measure I funds.

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:

There is no fiscal impact associated with this action. The funding projection is consistent with the City's Long-Term Capital Improvement Program.

Respectfully submitted,

Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, P.E., Director of Public Works

NM/VC/PS

Attachments: Resolution
Exhibit A

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2017-18 TO 2021-22

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 improvements 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 certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

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

SECTION 1. That the City Council hereby adopts the Measure I Five-Year Capital Project Needs Analysis, attached to this resolution as Exhibit A.

SECTION 2. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of September 2016.

_____
ART BENNETT, MAYOR

ATTEST:

_____
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

Capital Project Needs Analysis

Agency: Chino Hills
Program: Valley Arterial Sub-Program
Project Name: Widen Pine Ave from SR-71 to Chino Creek (north side only)
City Project Name:

(Actual Fiscal Year 2016/2017 dollars - SANBAG will apply escalation factors, by year)

Public Share: 86.30% | Dev. Share: 13.70%

		Funding	Prior	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Future	Total
Total Project Cost (All phases): **4,201,000**	**PA&ED**	MI LOCAL STREET	2,755	0	0	0	0	0	0	2,755
		Total	2,755	0	0	0	0	0	0	**2,755**
Total Presented Funding (FY 17/18 -21/22): **4,201,000**	**PS&E**	Total								**0**
Total Measure I Request (FY 17/18 -21/22): **3,625,463**	**ROW**	Total								**0**
	CONST	MI MAJ ST	0	0	0	0	3,625,463	0	0	3,625,463
		DEV FEE	0	0	0	0	575,537	0	0	575,537
		Total	0	0	0	0	4,201,000	0	0	**4,201,000**
	Total		2,755	0	0	0	4,201,000	0	0	

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 15/16 expenses.

Project Comments: Project Comments

Last Update: 7/29/2016 10:04:32 AM

Reference: Measure I Policy 40006

EXHIBIT A

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 21

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PLANS AND SPECIFICATIONS FOR THE LOS SERRANOS INFRASTRUCTURE IMPROVEMENTS - SAFE ROUTES TO SCHOOL PHASE III PROJECT

RECOMMENDATION:

1. Approve the plans and specifications for construction of the Los Serranos Infrastructure Improvements - Safe Routes to School Phase III project.

2. Authorize staff to solicit bids for construction.

BACKGROUND/ANALYSIS:

In December 2012, the City Council ratified a Program Supplemental Agreement (PSA) with Caltrans for the Los Serranos Infrastructure Improvements - Safe Routes to School Phase III project. This project received grant funding through the Federal Highways Administration (FHWA) for construction of sidewalks, curb and gutter, street lights, and related minor improvements along portions of Los Serranos Boulevard and Yorba Avenue south of Bird Farm Road in the Los Serranos neighborhood.

The City entered into an agreement with VA Consulting, Inc. for design services related to this project. Project plans were finalized and Caltrans authorized construction on August 2, 2016.

Staff is now requesting approval of the plans and specifications and authorization to advertise the project for construction. Included with these plans is a provision to install eleven street lights on Los Serranos Boulevard. The cost of the street lights may exceed the current budget amount. Depending upon the bid results, staff may request a supplemental appropriation of unallocated Measure I funds at the time the project is awarded.

CEQA/NEPA REVIEW:

This project has been determined to be exempt as a Class 1(c) Categorical Exemption (existing highway and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities), pursuant to Section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 *et seq.*

This project received a NEPA environmental determination (Categorical Exemption) though Caltrans on July 9, 2015.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

FISCAL IMPACT:

This project is included in the approved FY 2016-17 Capital Improvement Program budget.

Respectfully submitted,

Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, P.E., Director of Public Works

NM/MR/PS

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 22

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 3 TO CLS LANDSCAPE MANAGEMENT AGREEMENT NO. A14-178

RECOMMENDATION:

Authorize Execution of Amendment No. 3 to Agreement No. A14-178 with CLS Landscape Management, Inc. (CLS) to increase the agreement by an annual amount of $2,438.16 bringing the total annual not-to-exceed amount to $1,121,062.97.

BACKGROUND/ANALYSIS:

In an effort to renew all contracts exceeding five years and ensure that the City is receiving excellent service and competitive pricing, staff developed a Request for Proposal for Landscape Maintenance Services. As a result of this process, CLS was selected for the South Maintenance Area generally south of Eucalyptus Ave. City Council authorized the agreement on December 9, 2014.

On June 28, 2016, Council authorized Amendment No. 1 to the CLS contract adding the maintenance of Vila Borba Park in the annual amount of $56,964.00. On July 5, 2016, the City Council authorized Amendment No. 2 to adjust for turf removal and reduce service levels, decreasing the annual agreement amount by $109,296.67 and bringing the total annual not-to-exceed amount to $1,118,624.81. The term of this agreement is January 1, 2015 through December 31, 2017.

The street widening project recently completed on Peyton Drive includes a landscaped median located between Eucalyptus Avenue and Chino Hills Parkway. The maintenance period provided by the installation contractor ends September 21, 2016. At that time, the landscape maintenance of this median will be the responsibility of the City. Consequently, staff is requesting City Council to authorize Amendment No. 3 to increase the annual amount by $2,438.16.

REVIEW BY OTHERS:

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

FISCAL IMPACT:

Funding for this item was included in the 2016/17 Fiscal Year budget of the Parks and Landscape Maintenance Program.

CEQA REVIEW:

This project received environmental clearance via an Initial Study/Environmental Assessment (IS/EA) entitled "Peyton Drive Widening Project". The project document includes related work associated with English Channel.

- A Mitigated Negative Declaration (MND) was adopted by the City Council on October 23, 2007.

- The corresponding Finding of No Significant Impact (FONSI) was issued by Caltrans on June 9, 2009.

- Caltrans issued a NEPA/CEQAS Re-Validation specific to the change in scope for English Channel on February 6, 2013.

Respectfully submitted,

Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG/mh

Attachment: Amendment

CITY OF CHINO HILLS

AMENDMENT NO. 3 TO AGREEMENT NO. A14-178
BETWEEN THE CITY OF CHINO HILLS
AND CLS LANDSCAPE MANAGEMENT, INC.

THIS AMENDMENT No. 3 to Agreement No. A14-178 dated December 9, 2014 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 CLS Landscape Management, Inc.

Amend Agreement No. A14-178 as follows:

1. Amend Section 1C increasing the annual not-to-exceed amount by $2,438.16 for a total annual not-to-exceed amount of $1,121,062.97.

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. A2014-178 to be subscribed by its duly authorized officers, on its behalf, on September 13, 2016 and the said party of the second part has signed this Agreement.

CLS LANDSCAPE MANAGEMENT, INC.

BY

Pat Strohman
NAME

Senior Vice President
TITLE

CITY OF CHINO HILLS

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Meeting Date: September 13, 2016

Item No.: 23

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION OF THE BUTTERFIELD 10-INCH FORCE MAIN RELOCATION AT PINE AVENUE AND CHINO CREEK – CIP PROJECT D16001

RECOMMENDATION:

1. Accept the construction of the Butterfield 10-inch Force Main Relocation at Pine Avenue and Chino Creek by C.P. Construction Co. 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 $13,982.50, 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 April 5, 2016, the City Council awarded a contract to C.P. Construction Co. Inc. (Contractor) in the amount of $269,670 for the construction of the Butterfield 10-inch Force Main Relocation at Pine Avenue and Chino Creek project. The Notice to Proceed was issued on April 12, 2015. There was a 15 day delay in the starting of the project for installation of two stop line valves. The project was deemed complete on August 12, 2016.

The project addresses the severely destabilized condition of the force main in the area where the Pine Avenue Bridge has washed out. The project realigned the 10-inch force main such that upon completing the jack and bore operations the line was secured ten feet below the creek bed.

On August 8, 2016, the City Manager approved Change Order No.1, which increased the contract by $9,980.00 accounting for a 3.7 percent increase in the original contract amount of $269,670.00. Change Order No. 1 was negotiated to adjust quantities and to provide for additional compensation for extra work.

Adjusted quantities included a $28,210 credit for a reduction in the amount of relocated sewer line installed. Additional work totaled $38,190 for installing thrust blocks at two ends of the line, performing additional backfill and compaction, and installing manhole risers. The additional work also included the removal and disposal of the 100 linear feet of concrete encased abandoned sewer line and the large structural supporting beams.

The final contract amount is summarized below:

Original Contract	$ 269,670.00
Change Order No. 1	$ 9,980.00
Revised Contract	$ 279,650.00

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:

The project was included in the approved Fiscal Year 16/17 Storm Drain Capital Improvement Program.

CEQA REVIEW

The proposed Class 2 project is categorically exempt from the California Environmental Quality Act (CEQA) provisions pursuant to CEQA Regulations, Title 14, Division 6, Chapter 3, Article 19 and Section 15302 because it consists of the relocation of an existing 10-inch sewer force main from its current location above an existing creek to a bored and jacked location below the creek bed.

Respectfully submitted,

Judy R Lancaster for KB
Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, Public Works Director

KB/NM/MW/CY/TG/mh

Attachment: Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME **CITY CLERK**
CITY OF CHINO HILLS

STREET ADDRESS **14000 City Center Drive**
Chino Hills, CA 91709

Exempt Recording Per
Government Code Section 6103

SPACE ABOVE FOR RECORDER'S USE ONLY

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 91709, 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 August 12, 2016.

The work of improvement is described as follows: The Butterfield 10-inch Force Main Relocation at Pine Avenue and Chino Creek – Project D16001

Date of Contract: April 12, 2016 Contract/Agreement No.: A2016-067

Name of Original Contractor: C.P. Construction Co. 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: The Butterfield 10-inch Force Main Relocation at Pine Avenue and Chino Creek – Project D16001
(Legal description)

The street address of said property is: On Pine Avenue 1500 feet east of SR 71, and 400 feet west of El Prado Road
(if no street address has been officially assigned, insert "none")

CITY OF CHINO HILLS

Tad Garrety, Project Manager

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

I HEREBY CERTIFY THAT I am the City Manager 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_____
at City of Chino Hills, California.

Konradt Bartlam, City Manager

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Meeting Date: September 13, 2016

Item No.: 24

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: TURF REMOVAL REBATE PROGRAM – PHASE III

RECOMMENDATION:

1. Increase revenue funding in the Parks and Landscape General Fund in the amount of $314,300 for Metropolitan Water District's and Inland Empire Utilities Agency's turf replacement – Phase III rebates.

2. Authorize appropriation of funds in the amount of $314,300 to the Parks and Landscape General Fund Capital Outlay.

BACKGROUND/ANALYSIS:

The Metropolitan Water District (MWD) and the Inland Empire Utilities Agency (IEUA), working in collaboration to encourage water conservation, has approved funding for the replacement of turf with drought-tolerant landscaping. The City of Chino Hills was successful in securing funding for both Phase I and II. The City Council approved these projects on September 23, 2014 and February 24, 2015, respectively. All 20 projects have been successfully completed within budget.

Staff began the process for a third phase last year. Parks and Recreation Commission supported the projects at their June 2015 meeting and the Public Works Commission reviewed them at their July 2015 meeting. Staff submitted the applications for the projects, however, the funding for the program was suspended and the City was placed on a waiting list.

In July 2016, the City was approved for eight of these ten projects. The new projects total 188,417 square feet for an anticipated MWD and IEUA rebate of $314,300. Based on the projects' designs, staff anticipates the rebates to be sufficient to cover the costs and anticipates completing the projects by March 2017.

The eight proposed project areas include (see attached maps):

1. Cinnamon Park – selected areas
2. Hilltop Park – selected areas
3. Glenmeade Park – selected areas
4. Grand Avenue Park – front entrance area
5. Grand Avenue Parkways – selected areas
6. Covington Park – monument area and parkway
7. Carbon Canyon Monuments – Chino Hills Parkway entrance onto Carbon Canyon Road and Old Carbon Canyon and Pinnacle Road
8. Peyton Drive – west side of the street behind five monument areas located between Valle Vista Dr and Bayberry Dr.

Staff is recommending that City Council approve these projects and the requisite appropriations.

ENVIRONMENTAL COMPLIANCE

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations § 15301 (h) as a Class 1 categorical exemption (Existing Facilities). The project involves maintenance of existing landscape and is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:

There is no net fiscal impact associated with this action. Staff anticipates that the rebate will be sufficient to cover the costs of the outlined projects.

Respectfully submitted,

Konradt Bartlam, City Manager

Recommended by:

Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG/mh

Return to Agenda

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 25

Meeting Date: September 13, 2016

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND SITE PLAN REVIEW (15SPR01) FOR THE INDUS LIGHT INDUSTRIAL BUILDING PROJECT, A 100,330 SQUARE FOOT LIGHT INDUSTRIAL BUILDING ON A 4.87-ACRE VACANT PARCEL LOCATED AT THE NORTHEAST CORNER FAIRFIELD RANCH ROAD AND RED BARN COURT

RECOMMENDATION:

Adopt a Resolution entitled:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MEASURES AND MITIGATION MONITORING AND REPORTING PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR SITE PLAN REVIEW 15SPR01; AND, APPROVING SITE PLAN REVIEW 15SPR01 TO ALLOW THE DEVELOPMENT OF A 100,330 SQUARE FOOT LIGHT INDUSTRIAL BUILDING ON A 4.87-ACRE VACANT SITE.

BACKGROUND/ANALYSIS

On August 9, 2016, the City Council unanimously requested to review the Planning Commission's August 2, 2016 approval of 15SPR01, an application by Newcastle Partners (the Applicant) for a light industrial building on a 4.87-acre vacant parcel located at the northeast corner of Fairfield Ranch Road and Red Barn Court. The City Council's request was in response to issues raised by representatives of B.A.P.S. regarding the amount of fair share reimbursement that the Applicant is conditioned to pay to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road (Condition of Approval No. 82). The City Council's request effectively appeals the Planning Commission's approval and allows the Council to consider the entire Project application as well as the fair share reimbursement specified in Condition of Approval (COA) No. 82.

On September 7, 2016, the City received correspondence from both Newcastle Partners and B.A.P.S. indicating that the parties have reached an agreement with Newcastle Partners agreeing to pay $610,000 to B.A.P.S as their fair share payment for Fairfield Ranch Road. (Reference Attachment "A"). Based on this agreement, staff recommends modifying Condition of Approval No. 82 as follows:

> COA No. 82: The Applicant shall provide reimbursement to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road in the amount of **$610,000**. Evidence of payment shall be provided to the City prior to issuance of any building permit.

Respectfully submitted,

Judy R. Lancaster for KB

Konradt Bartlam
City Manager

Recommended by:

Joann Lombardo

Joann Lombardo
Community Development Director

KB/JL/KP

Attachments:

- Resolution
- Attachment "1" – Letters from Newcastle Partners and B.A.P.S. agreeing to a fair share reimbursement for Fairfield Ranch Road
- Exhibit "A" – Conditions of Approval, September 13, 2016
- Exhibit "B" – Planning Commission Staff Report and Attachments June 7, 2016
- Exhibit "C" – Planning Commission Staff Report and Attachments August 2, 2016
- Exhibit "D" – Mitigation Monitoring and Reporting Program
- Exhibit "E" – Project Plans
- Exhibit "F" – Colored Rendering
- Exhibit "G" – Initial Study/Mitigated Negative Declaration
- Exhibit "H" – Draft Planning Commission Minutes from August 2, 2016
- Public Notice
- Mailing List

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA ADOPTING THE MITIGATED NEGATIVE DECLARATION, MITIGATION MEASURES AND MITIGATION MONITORING AND REPORTING PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR SITE PLAN REVIEW 15SPR01; AND, APPROVING SITE PLAN REVIEW 15SPR01 TO ALLOW THE DEVELOPMENT OF A 100,330 SQUARE FOOT LIGHT INDUSTRIAL BUILDING ON A 4.87-ACRE VACANT SITE LOCATED AT THE NORTHEAST CORNER OF FAIRFIELD RANCH ROAD AND RED BARN COURT.

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

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

A. The Applicant, Newcastle Partners, requests approval of Site Plan Review 15SPR01 to construct a 100,330 square foot light industrial building comprised of two floors of office space totaling 7,500 square feet and one floor of warehousing space totaling 92,830 square feet, on a 4.87-acre vacant site ("project").

B. The project is located at the northeast corner of the intersection of Fairfield Ranch Road and Red Barn Court, and is commonly known as Assessor's Parcel Numbers (APN) 1028-191-06 and -07 ("site").

C. Site Plan Review 15SPR01 is to allow the construction of a 100,330 square foot, light industrial building on a 4.87-acre site.

D. An Initial Study/Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City of Chino Hills Local Procedures for Implementing CEQA. The Initial Study/Mitigated Negative Declaration was available for public review from May 2, 2016 through May 23, 2016.

E. The Planning Commission of the City of Chino Hills held a noticed public hearing on June 7, 2016, to review and consider the staff report prepared for the project, receive public testimony, and review all correspondence received on the project.

F. During the June 7, 2016 public hearing, the Commission discussed the following issues: traffic generation from proposed project uses; maneuvering area for semi-trucks turning at Chino Hills Parkway onto

Monte Vista Avenue and then onto Fairfield Ranch Road; outdoor storage and screening; fair share reimbursement to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road. The issue of fair share reimbursement to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road was raised by Ronak Patel who spoke during the public hearing on behalf of B.A.P.S. Mr. Patel indicated that the fair share reimbursement amount to B.A.P.S. should be increased to $1,200,000 rather than the $503,345 fair share which was calculated by the City Engineer based on the proportion of frontage along Fairfield Ranch Road and required by project Condition of Approval (COA) No. 82.

G. The Planning Commission continued the public hearing to June 21, 2016, requesting that B.A.P.S. provide documentation that supports their fair share reimbursement estimate and that staff provide the documentation provided by the City Engineer to calculate the fair share.

H. Following the June 7, 2016 public hearing, B.A.P.S. submitted a letter with their calculation of fair share reimbursement, which totaled $945,000. Indus, the property owner for the project site, also submitted its calculation of fair share for Fairfield Ranch Road prepared by TEP, a traffic engineering firm, which calculated the fair share of construction cost to be $219,038 and excluded reimbursement for the land right-of-way (ROW).

I. Staff reviewed the information submitted by both parties regarding the cost of the Fairfield Ranch Road and the methods for calculating fair share, and determined that modifications to the City Engineer's previous fair share estimate were appropriate. The modified fair share staff recommended be substituted into COA No. 82 was $379,540 based on the following recommended findings: construction costs provided by City Engineer to the Fairfield Ranch Road ROW were detailed and reasonable; B.A.P.S. paid more than the fair market value for the land it purchased in 2007 for a portion of the Fairfield Ranch Road; a land value should be assigned for the additional lands dedicated by B.A.P.S. and the property owner who previously owned adjacent property (Van Klaveren); applying average daily vehicle trips (ADT) is a more equitable method of determining fair share contribution than the proportion of frontage methodology previously applied in the City Engineer's estimate presented on June 7, 2016.

J. On June 21, 2016, the Planning Commission continued the hearing to August 2, 2016.

K. On August 2, 2016, the Planning Commission of the City of Chino Hills continued the previously noticed public hearing, to review and consider the staff report prepared for the project relative to the fair share calculation for Fairfield Ranch Road and receive public testimony. During the public hearing, the Planning Commission discussion centered on how the fair share reimbursement was calculated and why the fair share had been reduced to $379,540 from the $503,345 previously recommended at the June 7th public hearing. After further discussing the merits of different fair share methodologies, the Planning Commission adopted the resolution approving the project with a modification that the reimbursement amount be increased to $503,345, the amount originally contained in the June 7, 2016 project Conditions of Approval, based on the proportion of frontage of the Applicant's property on Fairfield Ranch Road.

L. On August 9, 2016, the City Council requested to review the Planning Commission's August 2, 2016 approval of 15SPR01. The City Council's request was in response to issues raised by representatives of B.A.P.S. regarding the Planning Commission approval of the $503,345 fair share reimbursement that the project Applicant is conditioned to pay to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road. The City Council's request effectively appeals the Planning Commission's approval and allows the Council to consider the entire project application as well as the fair share reimbursement specified in the Condition of Approvals.

M. The City Council of the City of Chino Hills held a duly noticed public hearing on September 13, 2016, to review and consider the staff report prepared for the project, receive public testimony, and review all correspondence received on the project.

N. Given the disagreement between the Applicant and B.A.P.S. regarding the correct valuation and methodology for determining the fair share contribution that the Applicant owes B.A.P.S. for the Fairfield Ranch Road improvement, and recognizing that there were various potential scenarios for determining the valuation and methodology, the Applicant and B.A.P.S. notified the City that they had agreed to a fair share contribution that was acceptable to both of them which was based upon the valuation and methodology they agreed upon. They agreed upon a fair share contribution of Applicant to B.A.P.S. of $610,000. The City Council finds this valuation appropriate.

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 City Council does hereby find as follows

regarding the Initial Study/Mitigated Negative Declaration ("IS/MND") and Mitigation Monitoring Reporting Program:

A. As required by the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder, and further, pursuant to the provisions of Section 753.5 (c) Title 14 of the California Code of Regulations, and the City of Chino Hills' Local Guidelines for Implementing CEQA, the City of Chino Hills prepared an Initial Study to determine if the proposed project may have a significant effect on the environment.

B. To ensure that the project will have less than significant impact on the environment, the following mitigation measures were included in the IS/MND and Mitigation Monitoring Program, prepared in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines and the City of Chino Hills Local Procedures for Implementing CEQA:

i. BIO-1 Burrowing Owl Survey. To assure avoidance of impacts to the species prior to construction, a qualified wildlife biologist shall conduct pre-construction surveys of the permanent and temporary impact areas to locate active breeding or wintering burrowing owl burrows no more than 14 days prior to construction. The survey methodology will be consistent with the methods outlined in the CDFW Staff Report on Burrowing Owl Mitigation (2012). The results of the pre-construction surveys shall be documented and filed with the City's Community Development Department within five days after the survey. If no active breeding or wintering owls are identified, no further mitigation is required.

If burrowing owls are detected onsite, the following mitigation measures shall be implemented in accordance with the CDFW *Staff Report on Burrowing Owl Mitigation* (2012):

- A qualified wildlife biologist shall be on-site during initial ground-disturbing activities. A "qualified biologist" for the purpose of this mitigation is defined as individuals who meet the following minimum qualifications:
    - Familiarity with the species and its local ecology;
    - Experience conducting habitat assessments and non-breeding and breeding season surveys, or experience with these surveys conducted under the direction of an experienced surveyor;
    - Familiarity with the appropriate state and federal statutes related to burrowing owls, scientific research,

and conservation;
    - Experience with analyzing impacts of development on burrowing owls and their habitat.

- No ground-disturbing activities shall be permitted within a buffer no less than 200 meters (656 feet) from an active burrow, depending on the level of disturbance, unless otherwise authorized by CDFW. Occupied burrows will not be disturbed during the nesting season (February 1 to August 31), unless a qualified biologist verifies through noninvasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) juveniles from the occupied burrows are foraging independently and are capable of independent survival.

- During the nonbreeding (winter) season (September 1 to January 31), ground-disturbing work can proceed near active burrows as long as the work occurs no closer than 50 meters (165 feet) from the burrow, depending on the level of disturbance, and the site is not directly affected by the project activity. A smaller buffer may be established in consultation with CDFW. If active winter burrows are found that would be directly affected by ground-disturbing activities, owls can be excluded from winter burrows according to recommendations made in the *Staff Report on Burrowing Owl Mitigation* (2012) (i.e., through installation of one-way doors).

- Burrowing owls shall not be excluded from burrows unless or until a Burrowing Owl Exclusion Plan is developed by a qualified biologist based on the recommendations made in the *Staff Report on Burrowing Owl Mitigation* (2012) and submitted to the City's Community Development Department and the local CDFW office for review and approval. The plan shall include, at a minimum:
    - Confirmation by site surveillance that the burrow(s) is empty of burrowing owls and other species;
    - Type of scope to be used and appropriate timing of scoping;
    - Occupancy factors to look for and what shall guide determination of vacancy and excavation timing;
    - Methods for burrow excavation;
    - Removal of other potential owl burrow surrogates or refugia on-site;
    - Methods for photographic documentation of the excavation and closure of the burrow;
    - Monitoring of the site to evaluate success and, if

needed, to implement remedial measures to prevent subsequent owl use to avoid take;
    - Methods for assuring the impacted site shall continually be made inhospitable to burrowing owls and fossorial mammals.

- Compensatory mitigation for lost breeding and/or wintering habitat shall be implemented on-site or off-site through implementation of a Mitigation Land Management Plan prepared by a qualified biologist based on the *Staff Report on Burrowing Owl Mitigation* (CDFW 2012) guidance and submitted to the City's Community Development Department and the local CFDW office for review and approval. The plan shall include the following components, at a minimum:
    - Temporarily disturbed habitat on the project site shall be restored, if feasible, to pre-project conditions, including decompacting soil and revegetating;
    - Permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat shall be mitigated such that the habitat acreage, number of burrows and burrowing owl impacted are replaced based on a site-specific analysis which includes conservation of similar vegetation communities comparable to or better than that of the impact area, and with sufficiently large acreage, and presence of fossorial mammals;
    - Mitigation land acreage shall not exceed the size of the project site;
    - Permanently protect mitigation land through a conservation easement deeded to a nonprofit conservation organization or public agency with a conservation mission. If the project is located within the service area of a CDFW approved burrowing owl conservation bank, the project operator may purchase available burrowing owl conservation bank credits.
    - Fund the maintenance and management of mitigation land through the establishment of a long-term funding mechanism such as an endowment.
    - Mitigation lands shall be on, adjacent or proximate to the impact site where possible and where habitat is sufficient to support burrowing owls present.

ii. <u>BIO-2 Nesting Birds</u>. If project clearing and construction must occur during the avian nesting season (February to September), a survey for active nests must be conducted by a qualified biologist, one to two weeks prior to the activities to determine the

presence/absence, location, and status of any active nests on or adjacent to the project site. If no active nests are discovered or identified, no further mitigation is required. In the event that active nests are discovered onsite, a suitable buffer determined by the qualified biologist (e.g. 30-50 feet for passerines) should be established around such active nests. No ground disturbing activities shall occur within this buffer until the biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Limits of construction to avoid a nest site shall be established in the field by a qualified biologist with flagging and stakes or construction fencing. Construction personnel shall be instructed regarding the ecological sensitivity of the fenced area. The results of the survey shall be documented and filed with the Community Development Director within five days after the survey.

iii. CR-1 Unanticipated Discovery of Cultural Resources. Archaeological and Native American monitoring shall be conducted for all ground-disturbing activities within the project site. Monitoring shall be performed under the direction of a qualified archaeologist meeting the Secretary of the Interior's *Professional Qualifications Standards* for archaeology (National Park Service, 1983). If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and the find must be evaluated by the qualified archaeologist. If the discovery proves to be significant under CEQA as determined by the qualified archaeologist, additional work such as on site monitoring by a qualified Native American Tribal representative, data recovery excavation, avoidance of the area of the find, documentation, testing, data recovery, reburial, archival review and/or transfer to the appropriate museum or educational institution, or other appropriate actions may be warranted at the discretion of the qualified archaeologist. The archeologist shall complete a report of excavations and findings, and submit the report to the lead agency. After the find is appropriately mitigated, work in the area may resume.

iv. CR-2 Unanticipated Discovery of Human Remains. If human remains are found during ground-disturbing activities, State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the San Bernardino County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a

most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

v. CR-3 Paleontological Resource Impact Mitigation Program. Prior to any grading on the project site, the project applicant shall retain a qualified paleontologist to prepare and implement a Paleontological Resource Impact Mitigation Program to reduce direct and indirect adverse paleontological impacts on the project site, specifically during earth-moving activities. Said program shall provide for: 1) the recovery of some scientifically highly important fossil remains, should any be encountered by such activities; (2) their comprehensive treatment and transfer to a recognized museum repository for permanent storage and maintenance; (3) the recording of associated specimen data and corresponding geologic and geographic locality data and their archiving at the repository (4) ensure the availability of the remains and data for future study by qualified scientific investigators; and shall be in place prior to any project grading activities. The Paleontological Resource Impact Mitigation Program shall be prepared and implemented by a paleontologist approved by the City's Community Development Director.

vi. CR-4 Paleontological Monitoring. During all earth-moving activities, the project site shall be monitored by a qualified, city-approved paleontologist to allow for the discovery and recovery of larger fossil remains. Said monitoring shall be implemented on a full-time basis once earth-moving activities have reached a depth of 3.5 feet below the previous ground surface and only in those areas of the project site where such activities will disturb previously undisturbed strata in the younger alluvium. Monitoring will not be required in areas where the younger alluvium will not be encountered below any artificial fill, or where the unit will be buried, but not otherwise disturbed.

vii. CR-5 Recovery of Fossil Specimens. All fossil specimens recovered from the project site as a result of implementation of the mitigation program shall be treated (prepared, identified, curated, cataloged) in accordance with designated museum repository requirements to the satisfaction of the city-approved paleontologist.

viii. CR-6 Maintenance of a Daily Log. A daily log shall be kept that includes the particular tasks accomplished, the earth-moving activity monitored, the location where monitoring was conducted,

the rock unit encountered, the fossil specimens recovered, and associated specimen data and corresponding geologic and geographic locality data. Copies of the daily log shall be submitted to the City's Community Development Director on a weekly basis or sooner if significant finds are encountered.

ix. CR-7 Prepare a Final Paleontological Report. A final technical report of the results and findings of the paleontological investigations shall be prepared by the paleontologist and submitted to the City's Community Development Director.

x. T-1 Traffic Improvements. The applicant shall construct the necessary improvements on the northbound approach on Soquel Canyon Parkway/Central Avenue at Fairfield Ranch Road to provide a second left-turn lane, and modify the existing traffic signal and existing striping accordingly and install all necessary roadwork, striping, pavement markings and signs per the City of Chino Hills Standard Design Guidelines. The project shall construct these improvements prior to occupancy, or, if the improvements are installed by another developer prior to occupancy of the project, then the applicant shall pay fair share fees as determined by the City Engineer to the developer that constructs these improvements. Installation or fee payment shall occur prior to occupancy.

C. A Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the San Bernardino County Clerk on May 2, 2016 and the public review period was duly noticed by mail and published in the Chino Hills Champion on April 30, 2016. The IS/MND were available for public review from May 2, 2016 through May 23, 2016.

D. The IS/MND prepared for this project reflects the City's independent judgment and analysis. Further, the Planning Commission finds that there is no substantial evidence that the project would have a significant impact on the environment with the inclusion of the mitigation measures set forth above in Section 2.B.

SECTION 3. With regard to the approval of Site Plan Review No. 15SPR01, based upon oral and written testimony and other evidence received at the public hearing held for this item, and upon studies and investigations made by the City Council and on its behalf, the City Council does further find, pursuant to Section 16.76.060 of the Chino Hills Development Code as follows:

A. FINDING: That the proposed use is consistent with the General Plan;

FACT: The proposed project is for the development of a 100,330 square foot light industrial building on a vacant 4.87-acre site. The proposed development is consistent with the underlying Business Park General Plan Land Use designation, whereby the City's General Plan has designated several hundred acres for commercial and business park development along the SR-71 Freeway corridor. The development furthers the goals, polices, and the comprehensive planning objectives contained within the General Plan Land Use and Economic Development elements, and will result in public benefits, including: fulfilling long-term economic and social goals for the City and the community; providing fiscal benefits to the City's general fund in terms of increased property tax revenues; providing temporary construction employment within the City; and expanding mixed-use development in the City.

Specifically, the project would meet the following General Plan goals, policies, objectives and actions:

- Vision Statements:
  - V-2: A Chino Hills that provides ample local shopping, services, and employment, and a secure tax base to support City government and the services it provides.
  - V-4: A Chino Hills that supports its commercial and employment centers.

- Land Use Element:
  - Goal LU-2: Balance residential with commercial, business, and public land uses.
    - Policy LU-2.5: Promote land use patterns that support a regional jobs/housing balance.
      - Action LU-2.5.3: Concentrate major business park and uses that represent a potential employment base near the Chino Valley Freeway corridor and along major arterials.

- Economic Development Element:
  - Goal ED-1: Promote a diversified economic base.
    - Policy ED-1.2: Promote employment opportunities in Chino Hills.

- Action ED-1.2.2: Concentrate major business park and office development near the SR-71 Freeway.

B. FINDING: That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;

FACT: The proposed light industrial building project is located on a Light Industrial (LI) zoned property. The project will not adversely affect surrounding properties since the surrounding area is comprised of existing commercial uses (to the south and east); existing vacant land that is zoned for commercial development (to the west); and light industrial uses to the north that are associated with the Fairfield Ranch Commons development project, which includes a 326,641 square foot industrial business park component that abuts the subject property. The development of a light industrial building within this setting is an appropriate use for this property as it is consistent with the underlying General Plan and Zoning designations as indicated in above. Therefore, the proposed development would be compatible and consistent with the surrounding properties and would not adversely affect, or be materially detrimental to these adjacent uses, buildings, or structures.

C. FINDING: That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;

FACT: The project site is located in an area that is mostly developed with similar uses, or zoned for development of similar uses. The project site is physically suitable to accommodate the light industrial building and complies with all applicable Development Code standards, including setbacks, height requirements, lot coverage, and parking as fully detailed in the Planning Commission staff report for this project, which are incorporated herein by reference. The project site provides adequate interior circulation and parking, setbacks, building separations, landscaping, and, open space and amenities for the residents and the commercial uses. Lastly, the site is flat, and is located at the intersection of Fairfield Ranch Road and Red Barn Court, which is near major arterials in the City and close to freeway access. As such, the site adequately accommodates the proposed building.

D. FINDING: That the proposed use complies with all applicable development standards of the zoning district;

FACT: The proposed project complies with or exceeds the minimum development standards for properties designated as Light Industrial (LI) in that the project size measures 212,217 square feet in area (10,000 square feet minimum required); based upon the parking and landscaping requirements, the project's height and floor area ratio are appropriate; the project results in overall landscaping of 17.6% (15% minimum required) and 7.9% parking lot landscaping (5% minimum required); the building and parking areas comply with the minimum setback requirements; and the parking provided is sufficient for the 7,500 square feet of office space and the 92,830 square feet of warehousing space.

E. FINDING: That the proposed use observes the spirit and intent of this Development Code;

FACT: The project is consistent with the purpose and intent of Title 16, as specified in Section 16.02.030. Further, the project complies with the intent and purpose of the Light Industrial zoning district, as specified in Section 16.14.010.

SECTION 4. The City Council of the City of Chino Hills does hereby adopt the Mitigated Negative Declaration, the mitigation measures set forth in Section 2.B above, and Mitigation Monitoring Reporting Program under the California Environmental Quality Act and approve Site Plan Review No. 15SPR01, subject to the conditions of approval and mitigation measures attached as Exhibit "A" to this Resolution and incorporated into this Resolution by this reference.

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

PASSED, APPROVED, AND ADOPTED this 13th day of September, 2016.

_____
ART BENNETT, MAYOR

ATTEST:

_____
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

BAPS DEVELOPMENT

BAPS Development, Inc.

September 7, 2016

City of Chino Hills
Mayor and City Council
14000 City Center Drive
Chino Hills, CA 91709

Re: Conditions of Approval for APN 1028-191-06 and 07 (15SPR01) – Road Reimbursement Issue

Dear Honorable Mayor and City Council,

We are pleased to report that BAPS Development, Inc. and Newcastle Partners, Inc. have reached an amicable resolution of the fair share road reimbursement issue arising out of the construction of Fairfield Ranch Road. Under the agreement, BAPS will accept six hundred and ten thousand dollars ($610,000) from Newcastle Partners, Inc. to satisfy the outstanding obligation BAPS asserts that it is owed for construction costs and right-of-way acquisition costs related to Fairfield Ranch Road.

BAPS and Newcastle have agreed that the $610,000 figure should be inserted into the Conditions of Approval No. 82 for the Indus/Newcastle project (15SPR01). Thus, the final language for Condition of Approval No. 82 should be as follows:

Condition of Approval No. 82: The applicant shall provide reimbursement to B.A.P.S for the construction of frontage improvements along Fairfield Ranch Road in the amount of $610,000. Evidence of payment shall be provided to the City prior to the issuance of any building permit.

To the extent necessary, based upon the agreement between BAPS and Newcastle, BAPS hereby withdraws its appeal/requested appeal to the City Council to review the Planning Commission's actions of August 2, 2016.

Sincerely,

Authorized Representative
BAPS Development, Inc.

cc: Mark Hensley, City Attorney
Joann Lombardo, Community Development Director
Konradt Bartlem, City Manager
Jackson Smith, Newcastle Development

81 Suttons Lane, Piscataway, New Jersey 08854 | Tel: (732) 777-1414 | Fax: (732) 777-1616

One Maritime Plaza
Suite 1665
San Francisco, California 94111
ph 415.397.8200
fax 415.397.8250

NEWCASTLE
PARTNERS, INC.

September 7, 2016

City of Chino Hills
Mayor and City Council
14000 City Center Drive
Chino Hills, CA 91709

RE: Conditions of Approval for APN 1028-191-06 and 07 (15SPR01) – Road Reimbursement Issue

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Sincerely,

Todd Johnson
Chief Financial Officer, Newcastle Partners, Inc.

cc: Mark Hensley, City Attorney
Joann Lombardo, Community Development Director
Konradt Bartlem, City Manager
Jackson Smith, Newcastle Development

CITY OF CHINO HILLS
Conditions of Approval
Site Plan Review 15SPR01
Indus Light Industrial Building

PLANNING DIVISION

INFORMATIONAL / ONGOING – GENERAL:

1. A. Site Plan Review 15SPR01 shall become null and void:

   (1) Unless substantial construction has taken place within thirty-six (36) months after approval of said Site Plan Review.

   (2) Where circumstances beyond the control of the applicant cause delays which do not permit compliance with the time limitations established in this section, the Planning Commission may grant an extension of time for a period not to exceed an additional thirty-six (36) months. Applications for such extension of time must set forth in writing the reasons for this extension and shall be filed together with a fee as established by the City Council with the Planning Division thirty (30) calendar days before the expiration of the Site Plan Review. The applicant will be responsible for initiating any extension of time.

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, all costs, including attorney's fees, shall be paid for by the applicant.

3. The applicant shall comply with requirements of all Federal, State, County, and local agencies as are applicable to this project.

4. A Notice of Determination will be filed for this project; the applicant is responsible for paying all filing fees, including any fees required by the California Department of Fish and Wildlife. Within two (2) days of approval by

the City Council, the applicant shall submit to the Community Development Department a check or money order in the amount of $2,260.25, payable to the County Clerk of the Board of Supervisors. The Community Development Department shall then file the Notice of Determination. Proof of the fee payment will be required prior to the issuance of grading or building permits required under Section 711.4 of the Fish and Game Code.

5. Approval of Site Plan Review 15SPR01 allows for the construction of a 100,330 square foot light industrial building comprised of two floors of office space totaling 7,500 square feet and one floor of warehousing space totaling 92,830 square feet. The approved building measures approximately 45-feet in overall height; includes loading docks along the eastern side of the building adjacent to Red Barn Court; and a total of 118 surface parking spaces provided throughout the site. The approved project also includes a total of four ingress/egress driveways, consisting of two driveways along Fairfield Ranch Road and two driveways along Red Barn Court.

6. The development of the project shall be in substantial conformance with the plans, and colors and material palette as approved by the City Council on September 13, 2016. Modifications to the plans may require subsequent review and approval by the Planning Commission as determined by the Community Development Director.

7. The development of the project shall comply with the mitigation measures and Mitigation Monitoring and Reporting Program (MMRP) attached as Exhibit “D” and incorporated by reference as adopted by the City Council on September 13, 2016. During any and all demolition, clearing, grubbing or grading, construction or as otherwise appropriate, the applicant shall demonstrate compliance with all of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program (MMRP). All costs associated with implementation of the Mitigation Monitoring and Reporting Program shall be the responsibility of the Developer, and/or any successors in interest.

8. The applicant shall comply with the conditions in the transmittal from the Chino Valley Independent Fire District Permit #2015-00000539, dated May 26, 2015, a copy of which is attached hereto.

9. Noise emanating from the project shall not exceed the noise standards as listed in Chapter 16.48 Performance Standards of the City’s Development Code and shall be in compliance with all requirements as stated in the Municipal Code.

10. Construction hours and operations shall be as follows:

    A. 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;

B. All construction vehicles or equipment fixed or mobile operated shall be equipped with properly operating and maintained mufflers;
C. Stock piling and/or vehicle staging areas shall be located as far as practical from residential homes;
D. The noisiest operations shall be arranged to occur together in the construction program to avoid continuing periods of greater annoyance.

11. The project site shall be fenced and screened, as required by the City, during construction. Signage to report dust or other construction-related nuisances shall be posted on site at a location clearly visible to the public along the project site's frontages of Fairfield Ranch Road and Red Barn Court.

12. All areas within the project site shall be maintained free of trash and debris.

13. Any graffiti shall be removed within twenty-four (24) hours of being reported. Further, the applicant shall apply a coating to all perimeter walls that facilitates the removal of any graffiti.

14. Mandatory solid waste disposal services shall be provided by a City approved waste hauler to all parcels/lots or uses affected by approval of this project.

15. The applicant shall provide receptacles (bins) for the collection of refuse and recyclable materials, as well as a hose bib for washing collection areas. Prior to the issuance of building permits, the applicant shall provide documentation from Chino Hills Disposal stating that the number and size of bins provided for the collection of refuse and recyclable materials generated by the project is adequate.

16. The applicant shall provide documentation from Chino Hills Disposal stating that the dimensions of the refuse storage enclosure are of adequate size to accommodate containers consistent with the current methods of collection, are designed with a walk-in access component, and located and designed to facilitate trash truck access and pickup.

17. Refuse bins provided for the project shall have a non-combustible lattice cover and be enclosed by a six (6) foot high masonry wall with decorative caps that match the building architecture. Solid view-obstructing gates fitted with self-closing door devices shall be provided, and be designed with cane bolts in front of the walls to secure the gates when in the open position. The gates should also be equipped with rod locks and corresponding rod holes in both the open and closed gate positions. Bins containing recyclable materials shall be provided with protection for adverse environmental conditions which might render the collection materials unmarketable.

18. All ingress/egress driveways shall illustrate compliance with Section 16.06.080 Clear Corner Areas for Sight Visibility of the City's Development Code. Nothing shall be placed or allowed to grow taller than thirty (30) inches within the clear

corner areas in a manner which obstructs visibility or threatens vehicular or pedestrian safety.

19. Pedestrian walkways within the project shall be provided with admixture colored concrete and/or design that enhance and complement the project.

20. Any signs shown on the site and elevation plans are conceptual only. Signs proposed for the project, including monument signs, shall be designed to conform to the sign provisions of the City's Development Code and shall require separate application, review and approval by the Community Development Director or designee for compliance with Chino Hills Municipal Code Chapter 16.38.

21. Drive surface contiguous with planter areas shall have a six (6) inch high raised concrete curb separation. Curbs adjacent to end parking stalls shall provide a step-out area a minimum of twelve (12) inches wide.

22. The project shall comply with the requirements of the City's Development Code and Title 15 of the Chino Hills Municipal Code, which incorporates by reference the California Building Code, for parking, including disabled-accessible spaces and loading spaces. Parking stalls shall be a minimum of nine (9) feet wide and nineteen (19) feet long. An overhang of two (2) feet is permitted.

23. The applicant shall require that all qualifying contractors and subcontractors exercise their option to obtain a Board of Equalization sub-permit for the jobsite and allocate all eligible use tax payments to the City of Chino Hills. Prior to commencement of any construction activity on-site the developer will require that the contractor or subcontractor provide the City of Chino Hills with either a copy of their BOE account number and sub-permit, or a statement that use tax does not apply to their portion of the project.

24. The project shall comply with the City's Trust Deposit Account Procedures and Agreement. Trust Deposit Accounts shall show no deficits. If the associated trust deposit account shows a negative balance, then the project construction shall cease, including inspections. An estimated post-entitlement budget will be provided to the applicant by City staff prior to plan review.

25. Prior to any grading and/or construction activity that affects the abutting flood control channel to the north, the applicant shall obtain a permit from the San Bernardino County Flood Control District's Permits/Operations Support Division, Permit Section. A copy of said permit shall be submitted to the Community Development Director.

GENERAL / INFORMATIONAL / ONGOING – INDUSTRIAL BUILDING:

26. Any and all manufacturing, assembling, production activities and the like, shall be conducted within the building. No such activities are allowed to be

conducted outdoors. Further, noise emanating from such activities shall comply with Condition No. 9, above.

27. Outdoor storage shall comply with Section 16.14.080 Outdoor Display and Storage of the City's Development Code.

28. All roof-mounted equipment shall be architecturally screened from ground level view (from the parking area and adjacent surface streets) by the parapet wall. All building drainage gutters, down spouts, vents, and other roof protrusions shall be concealed from view within exterior walls. Ladders for roof access shall be mounted on the inside of the buildings.

29. All utility, mechanical, and electrical equipment, including fire risers, shall be enclosed within the buildings.

30. The project site and future tenants and uses shall comply with Chapter 16.14 of the City's Development Code.

31. The project site shall maintain a minimum of 118 parking spaces on-site, in accordance with the approved plans, which includes 113 standard stalls and 5 ADA accessible stalls. Loading spaces and dock areas shall not be counted as parking spaces for purposes of complying with the requirement to maintain 118 parking spaces on-site.

32. The building shall be limited to a total of 100,330 square feet in area. Further, the office areas of the building shall not exceed 7,500 square feet.

33. Minimum landscape areas throughout the site, including parking lot landscaping, shall be maintained in accordance with the requirements of the City's Development Code.

PRIOR TO THE ISSUANCE OF GRADING PERMIT - GENERAL:

34. Prior to any grading or ground disturbance, the Applicant shall demonstrate to the satisfaction of the Community Development Director that all mitigation measures involving nesting birds (BIO-1 and BIO-2 of the Mitigation Monitoring Report) have been adequately performed and completed.

35. Prior to any grading or ground disturbance, the Applicant shall demonstrate to the satisfaction of the Community Development Director that qualified and state certified archaeological and paleontological monitors have been retained and that all mitigation measures involving cultural resources (CUL-1 through CUL-7 of the Mitigation Monitoring Report) will be adequately performed and completed.

36. Prior to the issuance of grading permits, a vector survey of the site shall be conducted by the West Valley Mosquito and Vector Control District (at the

expense of the applicant). The results of the survey and a vector control plan shall be submitted to the Planning Division for review and approval. The plan shall be implemented in accordance with standards of the West Valley Mosquito and Vector Control District in order to reduce impacts to surrounding residences.

37. Landscape plans shall be submitted to the Community Development Department for review and approval prior to the issuance of building permits. The Landscape Plans shall comply with Chapter 16.07 Landscape and Water Conservation Guidelines of the City's Development Code.

38. A registered landscape architect, licensed by the State of California, shall design all landscape architecture documents.

39. Unless deemed infeasible by the Community Development Director, all landscape irrigation shall use recycled water.

40. All trees shall be planted at least fifteen (15) feet from any overhead light standard.

41. A wall and fence plan shall be submitted for review and approval by the Planning Division. All walls and fences shall complement the architectural style of the development and be constructed of decorative durable materials such as masonry, masonry combination, stone, brick, wrought iron, or a comparable material. All walls shall have decorative wall caps.

    The fence and wall plan shall include the following:

    A. All retaining wall elevations, sections, and layouts
    B. All fencing elevations, sections, and layouts
    C. All masonry wall elevations, sections, and layouts
    D. All specifications and details
    E. All entry monuments and their signs
    F. All pilaster elevations, sections, and layouts

PRIOR TO THE ISSUANCE OF BUILDING PERMITS – GENERAL:

42. The applicant shall submit a photometric lighting plan that illustrates that there is no light spillover beyond the project property line for review and approval by the Community Development Department. Exterior building and parking lot lights shall be provided with decorative lighting fixtures. Exterior lighting for the project shall be designed to be confined to within the project site. Light shields shall be used to block light and reduce spill over light and glare as necessary. Light spill over on the property shall be zero foot-candles at the property line.

43. Contractors and sub-contractors for the developer shall obtain a City business license; show proof of a valid State Contractor's License and a valid Certificate

of Worker's Compensation.

44. The development is subject to all applicable fees, charges, deposits for services to be rendered, and securities required pursuant to Resolution No. 2015R-27, as amended or superseded, prior to final inspection.

45. The development is subject to Chino Hills Municipal Code Chapter 3.40, requiring payment of Development Impact Fees, as amended or superseded prior to issuance of building permit, and shall be paid to the City prior to building permit issuance, pursuant to the current City development impact fee schedule.

46. The developer shall provide certification from the appropriate school district as required by California Government Code Section 53080(b) that any fee, charge, dedication or other form or requirement levied by the governing board of the district pursuant to Government Code Section 53080(a) has been satisfied.

47. All fees (capital connection, inspection, encroachment, meter, deposit, etc.) must be paid.

48. Provide bicycle-parking facilities in accordance with Chapter 16.34, Table 65-2 Number of Bicycle Parking Spaces Required of the City's Development Code and Section 5.106 of the California Green Building Code (CGBC), subject to the review and approval of the Community Development Director or designee. Where a conflict pertaining to bicycle parking amenities exists between the City's Development Code and the California Green Building Code, the more stringent requirement shall be applicable.

PRIOR TO OCCUPANCY – GENERAL:

49. Exterior lighting for the project shall comply with the approved photometric lighting plan pursuant to Condition Number 39 such that all exterior lighting is confined to within the project site. Light shields shall be used to block light and reduce spill over light and glare as necessary. Prior to the final inspection and issuance of a certificate of occupancy, the applicant shall schedule an evening inspection with the Planning Division to verify compliance with this requirement.

50. All required improvements shall be installed and deemed complete prior to occupancy. The applicant shall be responsible for coordinating inspections with the Community Development Department (including lighting, landscaping, and overall conformance with the approved entitlement) prior to the final inspection by the Building & Safety Division and the issuance of the certificate of occupancy.

51. All Trust Deposit Accounts associated with the project shall show no deficits. All deficits shall be paid in full before a Certificate of Occupancy is issued.

BUILDING & SAFETY DIVISION

PRIOR TO THE SUBMITTAL OF PRECISE GRADE PLANS:

52. Precise Grading Plans shall comply with and incorporate all items of the approved Site Plan. Precise plans shall incorporate all site development for review, including access compliance, private storm drain, private sewer and private water, all easements, fire service line, site electrical, parking, trash enclosures, landscape areas, utility vaults, light standards, buildings, etc.

53. All drainage shall be collected by on-site storm drains. No drainage shall enter the street.

54. Plans shall incorporate all the requirements of the currently adopted State of California Building, Plumbing, Mechanical, Electrical, Energy and Green Building Codes.

55. All walls and retaining structures necessary to complete the grading shall be submitted to the Building Division for review and approval prior to issuance of a precise grading permit.

56. If site was previously rough graded, two approved Geotechnical Report of Rough Grading shall be submitted at the time of precise grade plan check submittal. If site was not rough graded then two approved Geotechnical Report shall be submitted at the time of precise grade plan check. Approved means approved by the City's Geotechnical Engineer. No grading plans will be accepted for review without a City approved soils report.

57. The entire site shall be fenced off with a temporary chain link fencing with a green fabric backing. The fencing shall remain in place and shall be maintained in good appearance until the project has been completed, or until such time as determined by the Building Official.

PRIOR TO THE ISSUANCE OF BUILDING PERMIT:

58. Certification of precise grade and compaction shall be submitted on approved City form.

59. Plans shall comply with all the requirements of the currently adopted State of California Building, Plumbing, Mechanical, Electrical, Energy and Green Building Codes.

60. All roof drainage (except overflow) shall be collected by concealed roof drains and conducted under ground to on-site storm drains. No roof drainage shall flow over sidewalks or parking areas.

61. A building phasing plan shall be submitted for review and approval prior to issuance of the first building permit.

PRIOR TO FOUNDATION INSPECTION:

62. Certification of building location and elevation, wet stamped and signed by the Civil Engineer of record shall be provided prior to foundation inspection.

PRIOR TO OCCUPANCY:

63. All utilities and circulation elements necessary to serve the building shall be installed, and accepted prior to final inspection**.**

64. Sign offs from all applicable City Divisions/Departments and outside agencies shall be obtained prior to any final inspection or utility releases.

65. All structures and on site improvements including but not limited to parking areas and walkways shall comply with all the requirements of the State of California 2010 Building, Plumbing, Mechanical, Energy and Green Building Codes

66. No occupancy of any business shall be permitted until such time as the Certificate of Occupancy is issued for the subject use. This includes but is not limited to stocking, on site hiring of employees and/or employee training.

67. No public/employee access to the building will be allowed until the building has received a final inspection and occupancy approval.

68. All applicable planting, irrigation, walls, and improvements required prior to commencement of operation shall be installed.

69. Certification of finish roof elevation, wet stamped and signed by the Civil Engineer of record shall be provided prior to final inspection.

ENGINEERING DEPARTMENT

GRADING:

70. Any grading within the road right-of-way prior to the signing of the improvement plans shall be accomplished under the direction of a Soils Testing Engineer. Compaction tests of embankment construction, trench backfill, and all subgrades shall be performed at no cost to City of Chino Hills and a written report shall be submitted to the Engineering Division, prior to any placement of base material and/or paving.

71. Grading of the subject property shall be in accordance with California Building Code, City Grading Standards, and accepted grading practices. The final grading plan shall be in substantial conformance with the approved conceptual grading plan.

72. Erosion control devices shall be installed at all perimeter openings and slopes. No sediment shall leave the job site. All newly graded surfaces not immediately involved in construction shall have some method of erosion protection, i.e., mulching, fiber fabric, planting, or tackifier.

73. Water spraying or other approved methods shall be used during grading operations to control fugitive dust. Recycled water shall be used for grading operations whenever available.

STREET:

74. Construct the following perimeter street improvements including, but not limited to:

Street Name	Curb & Gutter	A.C. Pvmt	Side-walk	Drive Appr.	Street Lights	Street Trees	Comm. Trail	Median Island	Bike Trail	Other
Fairfield Ranch Rd	X	X	X	X	X	X				
Red Barn Ct	X	X	X	X	X	X				

75. Street improvement plans, including street trees, street lights, and intersection safety lights on future signal poles, and traffic signal plans shall be prepared by a registered Civil Engineer and shall be submitted and approved by the City Engineer. Security shall be posted and an agreement executed to the satisfaction of the City Engineer and the City Attorney guaranteeing completion of the public and/or private street improvements, prior to final map approval or issuance of building permits, whichever occurs first.

76. Prior to any work being performed in public right-of-way, inspection fees shall be paid and an encroachment permit issued by the Engineering Department in addition to any other permits required.

77. Disabled access ramps shall be installed on all corners of intersections per City Standards or as directed by the City Engineer.

78. Developer shall provide for installation of low intensity, energy efficient street lights, per City of Chino Hills standards regarding light pole spacing and location. A separate street light plan which schematically shows the proposed locations of all street lights shall be submitted for review and approval by the City. All streetlights along the private streets shall be maintained by the HOA.

TRAFFIC:

79. The applicant shall be required to pay in-lieu fees for the fair share contribution of the final mitigation as identified in the final traffic impact study approved by the City Engineer to the City of Chino in the amount of **$7,367.50** or as otherwise determined by the City of Chino. Evidence of payment shall be provided to the City prior to issuance of any building permit.

80. In accordance with Mitigation Measure T-1, the applicant shall construct the necessary improvements on the northbound approach on Soquel Canyon Parkway/Central Avenue at Fairfield Ranch Road to provide a second left-turn lane, and modify the existing traffic signal and existing striping accordingly and install all necessary roadwork, striping, pavement markings and signs per the City of Chino Hills Standard Design Guidelines. The project shall construct these improvements prior to occupancy, or, if the improvements are installed by another developer prior to occupancy of the Project, then the applicant shall pay fair share fees as determined by the City Engineer to the developer that constructs these improvements. Installation or fee payment shall occur prior to occupancy.

81. The Applicant shall pay fair share costs for the construction of the traffic signal at Chino Hills Parkway and Monte Vista Avenue in the amount of **$39,630.00**. Payment shall be provided to the City prior to issuance of any building permit.

82. The Applicant shall provide reimbursement to B.A.P.S. for the construction of frontage improvements along Fairfield Ranch Road in the amount of **$610.000.00.** Evidence of payment shall be provided to the City prior to issuance of any building permit.

83. A separate signing and striping plan shall be provided to address traffic signals including but not limited to, on-site stop signs, no parking areas and red curb. The proposed signing and striping shall be reviewed and approved by the City Traffic Engineer.

84. Provide a separate plan showing the clear sight triangle areas. A clear sight triangle area must be clear of all fences, trees, entry sign structures, monuments, earth embankments and shrubs that grow taller than twenty-four inches (24”). All property within the clear sight distance triangle area shall be granted as an easement to the City. In addition, at controlled intersections the sight distance requirements must conform to Caltrans guidelines, as described in Topic 405of the Caltrans Highway Design Manual.

DRAINAGE:

85. A final drainage study shall be submitted and approved by the City Engineer prior to the issuance of building permits. Study shall address drainage patterns, proposed drainage facilities, mitigation measures proposed for first flush and detention facilities, etc.

86. A permit from the San Bernardino County Flood Control District is required for work within its right-of-way or when connecting to District facilities.

87. Any post-development storm flows to be discharged into adjacent properties or into any city or county maintained storm drain system shall not exceed 100% of the unbulked undeveloped flows.

88. Storm drain systems shall be designed to convey 100-year storm flows off the project site in a manner approved by the City Engineer.

UTILITIES:

89. Provide separate utility services to each parcel or lot including sewer, water, gas, electric power, including transformer, telephone and cable TV (all underground) in accordance with the utility provider standards. Easements will be provided where necessary.

90. The developer shall be responsible for the relocation of any existing utility necessary as a result of the development.

SEWER - DOMESTIC WATER – RECYCLED WATER:

91. Design, installation, materials and location of water and sewer improvements must meet the City's standard procedures and requirements, specifications, and AWWA guidelines for the design and construction of water, recycled water, and wastewater facilities.

92. All water meters shall be located within the public right-of way unless otherwise approved by the City. Public easements shall be required for any meter installed outside of public right-of-way. Recorded documents must be submitted to the City prior to occupancy release.

93. All fire hydrants shall be installed per City standards with location and fire flow requirements as determined by the Chino Valley Independent Fire District.

94. All water and sewer plans must be reviewed and approved by the City. The City's review of plans and engineering data will cover only general conformity of the design with standards and specifications outlined in the City's design standards and specifications. The City's approval of plans and engineering data will not constitute a blanket approval of all dimensions, quantities, physical properties, material equipment, devices, or items shown. This does not relieve the design engineers from any responsibility for errors, deviations, or defects in design thereof.

95. An application for recycled water service shall be submitted to the City for approval process with regulatory agencies.

96. Recycled water service shall have a separate meter from all other water systems.

97. Sewage disposal system shall be connected to the City of Chino Hills public sewer system. Developer shall notify city staff two (2) working days prior to

connection to public system and no connection shall be made without the presence of city staff.

PRIOR TO ISSUANCE OF GRADING PERMIT:

98. A precise grading plan with existing topography shown at one-foot contour intervals shall be prepared by a registered Civil Engineer and shall be submitted to and approved by the Engineering Division. Plan shall comply with the provisions of Appendix Chapter 33 UBC and Chino Hills Development Code and shall delineate the alignment and grade of the proposed roads designed to City Standards.

99. Developer shall submit a Final Water Quality Management Plan for review and approval by the City Engineer. WQMP shall be prepared in accordance with the guidelines established by the California Stormwater Quality Association (CASQA).

100. Developer shall provide a copy of the Notice of Intent (NOI) and the Storm Water Pollution Prevention Plan (SWPPP) filed with the State of California for the subject project prior to the issuance of any grading permit.

101. An erosion and sediment control plan and permit complying with the UBC and City of Chino Hills Development Code shall be submitted to and approved by the Engineering Department prior to any land disturbance. Plans are to be submitted prior to or with the grading plans.

102. A soils report shall be prepared by a qualified engineer licensed by the State of California to perform such work. The soils report shall be reviewed and approved by the City's Soils Consultant prior to issuance of grading permit.

PRIOR TO BUILDING PERMIT:

103. The applicant shall provide proof of payment for all traffic mitigation fees required as determined in the Traffic Impact Analysis approved by the City Engineer and as identified in the conditions of approval.

PRIOR TO OCCUPANCY:

104. The Developer shall provide a video camera report of all sewer and storm drain mainline facilities prior to final acceptance by the City. Video report shall not be completed until all air and hydrostatic testing has been completed.

105. Developer shall provide certifications for all public and private backflow devices installed as part of the development.

END OF SEQUENTIAL CONDITIONS **Project Manager: Eduardo Schonborn**

The Chino Valley Fire District Conditions of Approval set forth below are incorporated into these Conditions of Approval and are required.

Chino Valley Fire District

14011 City Center Drive
Chino Hills, CA 91709
(909) 902-5260 Administration
(909) 902-5280 Fire Prevention
(909) 902-5250 Fax
Chinovalleyfire.org

Board of Directors
Ed Gray
President
Brian Johsz
Vice President
John DeMonaco
Sarah Evinger
Mike Kreeger

Fire Chief
Tim Shackelford

May 26, 2015

2015-00000539

Newcastle Partners, Inc. 4740 Greenriver Rd., Suite 118 Corona, CA 92880	Project Name: Chino Hills Commerce Center Project Address: NWC Fairfield Ranch/Los Serranos Rd., Chino Hills, CA 91709

It is a recommendation of the Fire District that the developer of every new construction project facilitate a preconstruction meeting. The meeting is to be scheduled with the Fire District Inspector for said project.

The following are the conditions of the above referenced permit/project. All conditions shall be adhered to, failure to comply with said conditions may result in the revocation of said permit and/or punitive fines as outlined in the Fire District fee schedule.

We look forward to a cooperative working relationship throughout the project. Should you have any questions regarding the project, including the conditions as set forth herein, please feel free to contact our office at (909) 902-5280.

Fire Protection Requirements

1.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO RECORDATION:

1.1 Fire access roads shall be designed and plans submitted to the Fire District for approval. Fire access roads shall be constructed of asphalt or concrete and be a minimum unobstructed width of 26 feet. The road grade shall not exceed twelve percent (12%) maximum. An approved turn around shall be provided at the end of each roadway in excess of 150 feet in length. Fire District Standard No. 111 shall be complied with.

1.3 The development and each phase shall have two (2) points of vehicular access. Fire District Standard No. 111 shall be complied with.

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1.4 Water systems shall be designed to meet the required fire flow of this development and be approved by the Fire Prevention Division. Buildings in excess of 100,000 square feet shall have a minimum of two (2) connections to a public main. The developer shall furnish the Fire Prevention Division with three (3) copies of the water system working plans done by the installing contractor for approval, along with the Fire Flow Availability Form completed by the water purveyor prior to recordation. The required fire flow shall be determined by using the California Fire Code, current adopted edition. For water connections and work conducted in the public right of way, please refer to separate plans reviewed and approved by the water purveyor.

1.5 Fire hydrants shall be six inch (6") diameter with a minimum one four inch (4") and one two and one-half inch (2-1/2") connections. The hydrant type shall be approved by the Fire Prevention Division. All fire hydrants shall be spaced a maximum of three hundred feet (300') apart. Single family resident hydrant spacing shall be a maximum of six hundred feet (600') apart. Private water systems shall comply with Fire District Standard Nos. 101, 102, and 114. All hydrants shall be installed with pavement markers to identify their locations. –

2.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO ISSUANCE OF BUILDING PERMIT:

2.1 Fire access roads shall be constructed and approved by the Fire Prevention Division prior to combustibles being brought onto the site.

2.2 Approved street signs shall be installed prior to issuance of building permits.

2.3 Fire Protection water systems shall be tested, operational, and approved by the Fire Prevention Division prior to combustible materials being brought to the site.

2.4 A detailed site plan of the development is required to be submitted in electronic (.dwg) format. The plan must show and be limited to: locations of property lines, buildings, and equipment and hazards for emergency response purposes. Please refer to Fire District Standard No. 143. Additional or revised files may be required during construction and/or prior to final signoff.

2.5 The Developer shall submit, as an electronic file, a drawing of the new streets in .dwg format to the Fire District with the building construction plans. Format must contain and be restricted to the following layers: A. Right of way; B. Parcel Lines; C. Street Names; D. Address numbers; E. Fire Hydrants. Additional or revised files may be required during construction and/or prior to final signoff.

3.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO OCCUPANCY:

3.1 An automatic protection fire sprinkler system is required. This system shall comply with NFPA Standard No. 13 and Fire District Standard No. 110. Three (3) sets of detailed plans along with hydraulic calculations and material specifications shall be submitted to

the Fire Prevention Division. The system shall be installed, tested and approved prior to system final. Fire sprinkler systems shall be installed by a licensed C-16 contractor.

3.2 An automatic fire alarm system or fire sprinkler monitoring system is required. Three (3) sets of detailed plans shall be submitted showing the design, system components, signaling devices, fire alarm power supply, control panel and auxiliary devices and functions of the alarm system. Please refer to Fire District Standard No. 133 and current adopted editions of the California Building Code, as well as NFPA Standard 72.

3.3 Hand-held portable fire extinguishers are required to be installed. The location, type and cabinet design shall be approved by the Fire Prevention Division.

3.4 "No Parking - Fire Lane" signs shall be installed in interior access drives at locations designated by the Fire Prevention Division. Curbs shall be painted red at locations designated by the Fire Prevention Division. Please refer to Fire District Standard No. 121.

3.5 An approved key switch is required on each automatic electric security gate. Fire District Standard No. 117 shall be complied with.

3.6 An approved recessed Fire Department "KNOX" brand key box is required. The key box shall be located at or near the main entrance(s), and shall be provided with a tamper switch and shall be monitored by an approved central station monitoring service. Please refer to Fire District Standard No. 117.

3.7 Commercial, industrial, and multi-family building addresses shall be posted with a minimum eight inch (8") numbers, visible from the street and during the hours of darkness they shall be internally or externally electrically illuminated. Posted numbers shall contrast with the background used and be legible from the street.

Where building set back exceeds 100 feet from the roadway, additional non-illuminated six inch (6") numbers shall be displayed at the property access entrance. These numbers shall also contrast with the background used. Fire District Standard No. 122 must be complied with.

4.0 Three sets of plans shall be submitted separately for each of the following listed items to the Fire District for review, approval and permit prior to any installation or work being done. Approved plans must be maintained at the worksite during construction. Fees are due at the time of submittal.

a) Private (onsite) Underground Fire Protection Water Systems.
b) Building Construction
c) Fire Sprinkler Systems, designed by C16 contractor or registered engineer, including any fire pumps.
d) Fire Alarm Systems or Sprinkler Monitoring Systems designed by a C7, C10 contractor or registered engineer.
e) Knox box and/or security gate locations.

4.1 Details and plans regarding the use and occupancy of the building, as well as applications for any required permits are required to be submitted to Fire District for approval prior to constructing tenant improvements or operation. Permits, including, but not limited to:

a) Flammable and combustible liquids storage or use
b) Hazardous materials storage or use
c) High piled combustible storage (racks or pallets, over 6 feet)

4.2 The gated area shall include a pedestrian gate to allow access to a public way or it shall be equipped with a safe dispersal area.

Applicable Standards:

101, 102, 103, 110, 111, 117, 121, 122, 124, 133, 143

Exhibits B through H are available for review in the City Clerk's Office and a CD copy may be purchased upon request

AFFIDAVIT OF MAILING

Notice of Public Hearing: **Site Plan Review 15SPR01**
Initial Study/Mitigated Negative Declaration
and Mitigation Monitoring Report Program

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

I, Jessica Mejia, do hereby certify that a copy of the attached Notice of Public Hearing before the City Council for Site Plan Review 15SPR01 and Initial Study/ Mitigated Negative Declaration and Mitigation Monitoring Report Program was mailed to each and every person set forth on the attached list on August 31, 2016.

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, August 31, 2016.

Jessica Mejia

Jessica Mejia, Deputy City Clerk II

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Chino Hills will hold a public hearing on Tuesday, September 13, 2016 at 7:00 p.m. in the Council Chambers of the City Hall, 14000 City Center Drive, to consider Site Plan Review 15SPR01 and a Mitigated Negative Declaration and a Mitigation Monitoring Report Program for the proposed 100,300 square foot Indus Light Industrial Building Project located at the northwest corner of Fairfield Ranch Road and Red Barn Court in the City of Chino Hills in San Bernardino County, California, south of the future Fairfield Ranch Commons development.

NOTICE IS FURTHER GIVEN that a determination has been made that the proposed project has incorporated adequate mitigation and will not have a significant impact on the environment, and a Mitigated Negative Declaration and a Mitigation Monitoring Reporting Program are recommended for approval in accordance with Section 15162 of the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for Implementing CEQA. The Mitigated Negative Declaration analyzed impacts to aesthetics, agriculture and forestry resources, air quality, geology/soils, greenhouse gas emissions, hazards/hazardous materials, hydrology/water quality, land use, mineral resources, population and housing, public services, recreation, and utilities and determined that impacts will be less than significant. With the incorporation of mitigation measures, impacts to biological resources, cultural resources, and transportation/traffic will be less than significant. The Draft Initial Study/Mitigated Negative Declaration was available for public review from May 2, 2016, through May 23, 2016. Additional information regarding the project is available for public review at the City of Chino Hills Community Development Department at 14000 City Center Drive, Chino Hills, California during the following hours: Monday through Thursday from 7:30 a.m. to 5:00 p.m., and Friday from 7:30 a.m. to 4:00 p.m.

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

ALL INTERESTED PERSONS are invited to be present at the public hearing. All persons are encouraged to give testimony at the time and place indicated above. Additional information regarding this project may be obtained from Jerrod Walters, Senior Planner with the Community Development Department at jwalters@chinohills.org or (909) 364-2753.

DATED: August 31, 2016
S/ Cheryl Balz, City Clerk

PUBLISH: Chino Hills Champion
Saturday,
September 3, 2016

NOTICE OF PUBLIC HEARING AND NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Chino Hills will hold a public hearing on Tuesday, September 13, 2016, at 7:00 p.m., in the Council Chambers of the City Hall, 14000 City Center Drive, Chino Hills, CA, to consider the following project.

CASE NO.: Site Plan Review 15SPR01, a Mitigated Negative Declaration and a Mitigation Monitoring Report Program for the proposed Indus Light Industrial Building Project.

APPLICANT: Newcastle Partners

PROPOSAL: The applicant is requesting approval of Site Plan Review 15SPR01 to develop a new 100,300 square foot light industrial building on a 4.87-acre parcel located on the northwest corner of Fairfield Ranch Road and Red Barn Court, south of the future Fairfield Ranch Commons development. The 100,330 square foot light industrial building will include two floors of office space totaling 7,500 square feet and one floor of warehousing space totaling 92,830 square feet. The proposed building would measure approximately 45-feet in overall height, would include loading docks along the eastern side of the building adjacent to Red Barn Court, and a total of 118 surface parking spaces provided throughout the site. The project proposes a total of four ingress/egress driveways, consisting of two driveways along Fairfield Ranch Road and two driveways along Red Barn Court.

LOCATION: The project site is a 4.87-acre vacant site located at the northwest corner of Fairfield Ranch Road and Red Barn Court in the City of Chino Hills in San Bernardino County, California, south of the future Fairfield Ranch Commons development. The project site is also identified as Assessor's Parcel Numbers 1028-191-06 and -07.

NOTICE IS HEREBY FURTHER GIVEN that a determination has been made that the proposed project has incorporated adequate mitigation and will not have a significant impact on the environment, and a Mitigated Negative Declaration and a Mitigation Monitoring Reporting Program are recommended for approval in accordance with Section 15162 of the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for Implementing CEQA. The Mitigated Negative Declaration analyzed impacts to aesthetics, agriculture and forestry resources, air quality, geology/soils, greenhouse gas emissions, hazards/hazardous materials, hydrology/water quality, land use, mineral resources, population and housing, public services, recreation, and utilities and determined that impacts will be less than significant. With the incorporation of mitigation measures, impacts to biological resources, cultural resources, and transportation/traffic will be less than significant. The Draft Initial Study/Mitigated Negative Declaration was available for public review from May 2, 2016, through May 23, 2016. Additional information regarding the project is available for public review at the City of Chino Hills Community Development Department at 14000 City Center Drive, Chino Hills, California during the following hours: Monday through Thursday from 7:30 a.m. to 5:00 p.m., and Friday from 7:30 a.m. to 4:00 p.m.

STAFF: Jerrod Walters, Senior Planner and Eduardo Schonborn, Contract Planner

NOTICE IS HEREBY FURTHER GIVEN that if you challenge the above described project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing. All persons may give testimony at the time and place indicated above.

ALL PERSONS INTERESTED are invited to be present at the public hearing. All persons may give testimony at the time and place indicated above. Additional information regarding this project may be obtained from Jerrod Walters, Senior Planner, with the Community Development Department at (909) 364-2753 or from Eduardo Schonborn, Contract Planner with the Community Development Department at (909) 364-2769.

Signature: Jerrod Walters, Senior Planner

PROJECT LOCATION

APN: 1021-601-07
BAPS Development Inc.
81 Suttons Lane
Piscataway, NJ 08854

APN: 1028-191-05
BAPS Development Inc.
81 Suttons Lane
Piscataway, NJ 08854

APN: 1028-202-16
Centex Homes
27101 Puerta Real, Suite 300
Mission Viejo, CA 92691

APN: 1028-641-23
Chino Hills Corporate Park
31866 Camino Capistrano
San Juan Capistrano, CA 92675

APN: 1028-641-09
Chino Hills Self Storage LLC
15500 Erwin Street, Suite 4000
Van Nuys, CA 91411

APN: 1028-641-10
Chino Hills Self Storage LLC
15500 Erwin Street, Suite 4000
Van Nuys, CA 91411

APN: 1028-641-12 ✓
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

APN: 1028-191-07
Indus-Chino Hills LP
1818 N Orange Grove, Suite 206
Pomona, CA 91767

APN: 1028-191-06
Indus-Chino Hills LP
1818 N Orange Grove, Suite 206
Pomona, CA 91767

APN: 1028-641-11
On Fairfield Ranch, LLC
2500 Michelson Drive #200
Irvine, CA 92612

APN: 1028-202-05
San Bernardino Co Flood Control Dist
825 E Third Street
San Bernardino, CA 92415

APN: 1028-202-06
San Bernardino Co Flood Control Dist
825 E Third Street
San Bernardino, CA 92415

APN: 1028-641-01
Tafoya, Edward R
5420 Signal Court
Chino Hills, CA 91709

APN: 1021-611-07
Turner Chino Hills LLC
1500 Quail Street #150
Newport Beach, CA 92660

APN: 1021-591-10
Turner Chino Hills LLC
1500 Quail Street #150
Newport Beach, CA 92660

APN; 1028-202-25
Chandler Real Properties
4010 W Chandler Avenue
Santa Ana, CA 92704