



AGENDA

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 11, 2016

6:00 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

6:00 P.M. - CALL TO ORDER

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

2. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Anticipated litigation related to Mexican American Legal Defense and Education Fund (MALDEF) 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
3. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - Joint Test Claim of San Bernardino County Local Agencies Concerning California Regional Water Quality Control Board, Santa Ana Region Water Permit, Order No. R8-2010-0036, Before the State Commission on Mandates (Case No. 10-TC-10)

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

PLEDGE OF ALLEGIANCE TO THE FLAG - Cub Scout Pack 214

INVOCATION: Senior Pastor Tae-Hyung Ko Ed.D., Good Shepherd Presbyterian Church of Chino Hills

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4. **PROCLAMATION - Fire Prevention Week:** Proclaiming October 9-15, 2016 as Fire Prevention Week; to be accepted by Scott Atkinson, Deputy Fire Chief, Chino Valley Fire Department.
5. **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 6 THROUGH 14 - *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.*

6. [Approve Regular City Council and Special Joint City Council/San Bernardino Fire District Board Meeting Minutes of September 27, and 28, 2016 respectively](#)
7. [Approve Warrant Registers for period of September 8 through September 21, 2016 in amount of \\$2,496,740.67](#)
8. [Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of September 14 through September 27, 2016](#)
9. [Receive and file Financial Report for August 2016](#)
10. [Approve Treasurer's Report for August 2016](#)
11. [Authorize execution of Agreement with City of Chino, Chino Valley Unified School District, and All City Management Services, Inc., in amount not-to-exceed \\$68,194.67 for Crossing Guard Services through June 30, 2017](#)
12. [Receive and file fourth quarter Budget Program review; and approve appropriation budget amendments, and recommended changes to the Capital Improvement Program](#)
13. [Authorize execution of Professional Services Agreement with AKM Consulting Engineers in amount not-to-exceed \\$249,910 for preparation of Habitat Mitigation Implementation Design Plans related to Peyton Drive Phase 3 Widening and English Channel Improvement Project](#)
14. [Adopt resolution supporting the Santa Ana Watershed Project Authority, One Water One Watershed 2.0 Plan](#)

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.*

15. [Adopt resolution establishing an hourly fee for electric vehicle charging at city-owned electric vehicle charging stations and modifying the Master Schedule of Fees to add new fee](#)

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

West Valley Mosquito and Vector Control District - Council Member Moran

COUNCIL COMMENTS

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

ADJOURNMENT:

MINUTES

CITY COUNCIL CITY OF CHINO HILLS

SEPTEMBER 27, 2016
REGULAR MEETING

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

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

ABSENT: COUNCIL MEMBERS: NONE

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

PUBLIC COMMENTS

Al Matta, resident, spoke in opposition to district-based elections in the City of Chino Hills.

RECESS TO CLOSED SESSION

Mayor Bennett declared the meeting recessed at 6:05 p.m. for closed session.

ANTICIPATED LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Anticipated litigation related to Mexican American Legal Defense and Education Fund (MALDEF) 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

EXISTING LITIGATION

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

INITIATION OF LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(4) - Initiation of Litigation, one potential case

CLOSED SESSION RECESS

Mayor Bennett recessed the Closed Session at 6:47 p.m.

CONVENE REGULAR MEETING AND ROLL CALL

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

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

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
MIKE FAHERTY, DEPUTY FIRE CHIEF, CHINO VALLEY FIRE
DEPARTMENT
DARREN GOODMAN, POLICE CHIEF, CHINO HILLS POLICE
JUDY LANCASTER, FINANCE DIRECTOR
AUDREY LAU, COMMUNITY RELATIONS ANALYST
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
JESSICA MEJIA, DEPUTY CITY CLERK II

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Chino Valley Fire Board Member Mark Kreeger.

INVOCATION

Led by Pastor Michael Obadja, Abbalove Church, Chino Hills.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no reportable action taken in Closed Session.

HIGHLIGHTED VOLUNTEERS - LORI AND EMIL INARDA

Mayor Bennett presented a Certificate of Recognition to Lori and Emil Inarda as the Highlighted Volunteers of the Quarter, for their volunteer service as members of the Graffiti Abatement Team.

Mr. and Mrs. Inarda thanked the City Council for the accolade.

Mayor Bennett also presented Certificates of Recognition to Mr. and Mrs. Inarda on behalf of 4th District Supervisor Curt Hagman.

PUBLIC COMMENTS

Bob Goodwin, resident, spoke about political propaganda during the election season.

Jon Lieu, resident, inquired about the status of the civic center electrical vehicle charging stations, and sidewalks along Los Serranos and Bird Farm Road.

CITY DEPARTMENT BUSINESS

Item numbers 11, regarding agreement with National Demographics Corporation, 14, regarding Chino Hills Foundation donation and 17 regarding agreement with Golden State Constructors were pulled for discussion and separate vote.

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

MINUTES

The City Council approved the September 13, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of August 4 through September 7, 2016 in amount of \$10,739,107.68, as presented.

CITY OFFICIAL REPORTS

The City Council received and filed the City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of August 24 through September 13, 2016, as presented.

AGREEMENT AMENDMENT - SOFTWARE LICENSING

The City Council (1) approved an appropriation amendment in the amount of \$6,800 as outlined in the written staff report; and (2) authorized the execution of Amendment No. 1 to Agreement No. A2015-029 with ECS Imaging, Inc., in an amount of \$28,720 for a total not-to-exceed contract amount of \$96,109 (includes 2016-17 maintenance fees) to purchase additional user licenses and maintenance fees as appropriate.

AGREEMENT - LANDSCAPE PLAN CHECK AND INSPECTION SERVICES - VILA BORBA PROJECT

The City Council authorized the execution of Professional Services Agreement No. A2016-179 with Richard Fisher Associates in an amount not-to-exceed \$124,960 to provide landscape plan check and inspection services for the Vila Borba project: Tracts 16413, 16338, and 16414 (Planning Areas 2-4).

AGREEMENT AMENDMENT - LANDSCAPE PLAN CHECK AND INSPECTION SERVICES - VILA BORBA PROJECT

The City Council authorized the execution of Amendment No. 2 to Agreement No. A2014-127 with Richard Fisher Associates to increase the amended agreement amount by \$9,130 for a total not-to-exceed amount of \$69,130, for landscape plan check and inspection services for Vila Borba Project Tract 15989.

APPOINTMENT - CHINO HILLS COMMUNITY FOUNDATION BOARD OF DIRECTORS

The City Council appointed Glen Anderson to the Chino Hills Community Foundation Board of Directors for a term ending in May 2020.

UNCLAIMED FUNDS - RECTRAC HOUSEHOLD ACCOUNT

The City Council (1) authorized the publication of a notice for two successive weeks in a newspaper of general circulation for unclaimed funds held by the City of Chino Hills in RecTrac Household Account for three or more years; and (2) authorized monies not claimed within 60 days after the publication of the first notice to become property of the City and transferred to the Community Services Fund.

AGREEMENTS - MUTUAL AID AGREEMENTS

The City Council (1) authorized the execution of Mutual Aid Agreement Nos. A2016-180 with San Bernardino County Flood Control District and A2016-181 with the County of San Bernardino in amounts not-to-exceed \$25,000 per occurrence nor \$100,000 per fiscal year each, for services rendered for or by the City in event of an emergency.

AGREEMENT - FEDERAL AID PROJECTS (CALTRANS) - RESOLUTION ADOPTED

The City Council (1) authorized the execution of the Administering Agency-State Master Agreement No. A2016-182 (08-5467F15) with the State of California Department of Transportation (Caltrans); (2) adopted **Resolution No. 2016R-042** *of the City Council of the City of Chino Hills approving the Administering Agency-State Master Agreement No. 08-5467F15 between the City of Chino Hills and the State of California Department of Transportation (Caltrans) authorizing the City Manager to execute future program supplement agreements, and Director of Public Works to sign Caltrans' forms related to project administration and grant reimbursement*; and (3) directed the City Clerk to forward a certified copy of the Resolution, with the agreement to Caltrans, Division of Local Assistance, Office of Project Implementation.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

AGREEMENT - VOTER DISTRICTING OPTIONS

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

Al Matta, resident, spoke in opposition to district-based elections in the City of Chino Hills.

Sal Carlos, resident, voiced his opinions about district-based elections and encouraged Council to involve the citizens and City staff to evaluate voter districting options.

Following discussion, a motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to (1) approve an appropriation amendment in the amount of \$31,000 to the City Manager's Department budget; and (2) authorized the execution of Professional Services Agreement No. A2016-183 with National Demographics

Corporation, in an amount not-to-exceed \$31,000 annually, to assist the City Council in evaluating the California Voting Rights Act requirements and voter districting options.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DONATION ACCEPTANCE - TRAIL ENHANCEMENT PROJECT

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

David Seltzer, Parks and Recreation Commissioner, thanked Council and staff for the providing new trail maps along with the accessibility of a cell phone application to retrieve open space trails information in Chino Hills.

Following discussion, a motion was made by Council Member Rogers and seconded by Vice Mayor Marquez to (1) accept a donation of \$50,000 from the Chino Hills Community Foundation for the Trail Enhancement Project; approve (2) an estimated revenues increase in the Community Services Fund in an amount of \$50,000; (3) an appropriations increase in the amount of \$50,000 in the capital outlay in the Community Services Fund; and (4) enhancements to the City's trails as recommended by the Parks and Recreation Commission.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

AGREEMENT - ON-CALL CONCRETE REPAIR

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

Public Works Director Majaj briefed the Council on the project.

Following discussion, a motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to authorize the execution of Maintenance Agreement No. A2016-184 with Golden State Constructors, Inc., in an amount not-to-exceed \$150,000 annually for on-call concrete repair services.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DISCUSSION CALENDAR

CHINO HILLS 25TH ANNIVERSARY

Community Services Director Marshall briefed the City Council on the staff report which is on file in the City Clerk's Office. He spoke about various budget options to recognize and promote Chino Hills 25th Anniversary.

Following discussion, a motion was made by Council Member Graham, seconded by Council Member Rogers to (1) approve the purchase of provisions and entertainment for the Chino Hills 25th Anniversary event as recommended by the sub-committee; and (2) authorize the appropriations budget transfer from the General Fund Reserve in an amount of \$21,200 for the event.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC HEARING

FISCAL YEAR 2015-16 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Senior Management Analyst Alma Hernandez briefed the City Council on the Fiscal Year 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program, as outlined in the written staff report.

Mayor Bennett opened the public hearing and asked if anyone wished to address the City Council on the matter. Hearing none, Mayor Bennett closed the public hearing.

Following discussion, a motion was made by Council Member Graham, seconded by Vice Mayor Marquez, to approve the Fiscal Year 2015-16 Consolidated Annual Performance and Evaluation Report.

Motion carried as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT

Community Relations Analyst Audrey Lau announced that a free mulch giveaway will be held on Saturday, October 1, 2016 beginning at 7:30 a.m. at Veterans Park until supplies run out. She announced the 19th Annual Family Poster Workshop will be held on Wednesday, October 5, 2016 from 3:00 p.m. to 5:00 p.m. in the City Hall Community Room, at 14000 City Center Drive. She said that entries are due by 4:00 p.m. on October 7, 2016. For more information visit the City's website at: www.chinohills.org/CelebrateTheFamily. Lastly, Community Relations Analyst Lau announced that the 12th Annual Fall Harvest Day will be held Friday, October 14, 2016 from 5:30 p.m. to 7:30 p.m. at the McCoy Equestrian Center.

SAFETY UPDATES - Fire

Fire: Deputy Fire Chief Faherty announced that the Fire Department's Open House will be held on October 8, 2016 at Station 1 beginning at 10:00 a.m.

COUNCIL REPORTS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Mayor Bennett attended the Chino Valley Unified School District Board meeting and spoke about the meetings public speakers talking about the upcoming election, endorsements, and Measure G regarding the \$750,000,000 bond. He also reminded the public that schools are now in session and to be cautious of major foot traffic.

WATER FACILITIES AUTHORITY

Council Member Rogers attended the Water Facilities Authority meeting and spoke on the approval of contracts for the Water Facility in Upland.

COUNCIL COMMENTS

Moran: Council Member Moran asked City Manager Bartlam to inquire about rebates from the Gas Company for installation of energy efficient appliances. City Manager Bartlam answered affirmatively. Council Member Moran requested an update regarding the Electric Vehicle Charging Stations. City Manager Bartlam replied that the City has not received a lot of inquiries pertaining to the charging stations and that staff will be

bringing the rate forward for Council consideration in an upcoming meeting. Council Member Moran inquired about the sidewalk concerns at Los Serranos and Bird Farm. City Manager Bartlam said a variety of projects are occurring at Los Serranos and that the sidewalk area in question is privately owned. He also said that the City prioritizes sidewalks around schools. Lastly, Council Member Moran asked the Mayor to speak at the next Chino Valley Unified School District meeting regarding the elimination of the exit exams requirement at high schools.

Graham: Council Member Graham requested an update on the Open Space program. City Manager Bartlam responded that the environmental documents are complete and will be brought forth to City Council in late November or December. Council Member Graham asked about the use of recycled water for fires. Deputy Fire Chief Faherty replied that the fire department does not practice using purple hydrants of recycled water at this time. Council Member Graham addressed social media sites and his concerns with the Lighting and Landscape Maintenance Districts. Lastly, he announced the candidate forum being hosted by the Chino Valley Chamber of Commerce in the Chino Hills Council Chambers on Thursday, September 29th.

Rogers: Council Member Rogers addressed his concerns with the Lighting and Landscape Maintenance Districts. He announced that the 6th Annual Wine Walk will take place on October 8th at The Shoppes at Chino Hills, and stated that the proceeds will be donated for the Los Serranos playground equipment. He thanked the City Manager and staff regarding the rehabilitation of the basketball courts. Lastly, he spoke about the wonderful turnout and success of the Chino Hills Day at the Fair.

Marquez: Vice Mayor Marquez also spoke about his concerns regarding the Lighting and Landscaping Maintenance Districts and inquired about the fading grass. Public Works Director Majaj replied that the maintenance of the grass area occurs once a month, and will double in November and December.

Bennett: Mayor Bennett acknowledged members in the audience, Sara Evinger and Mike Kreeger from the Fire Board, and Jason Zara Chamber of Commerce Executive Director. He also recognized students in the audience that attend City Council Meetings for their school assignments. Mayor Bennett spoke on the success of the Chino Hills Day at the Fair. Lastly, he announced the Special Joint Meeting with the Fire District on Wednesday, September 28, 2016 at 5:00 p.m., and the Chino Valley Chamber of Commerce Candidate Forum on Thursday, September 29th at 6:30 p.m.

ADJOURN IN MEMORIAM AND IN HOPE:

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

ADJOURNMENT

Mayor Bennett adjourned at 8:10 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

MINUTES

SPECIAL JOINT MEETING
CHINO HILLS CITY COUNCIL
AND
CHINO VALLEY INDEPENDENT FIRE DISTRICT

SEPTEMBER 28, 2016
PUBLIC MEETING/WORKSHOP

Mayor Bennett called the Special Meeting of the City Council of the City of Chino Hills and the Chino Valley Independent Fire District to order at 5:00 p.m. and requested the City Clerk to call roll.

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

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
CHERYL BALZ, CITY CLERK
JESSICA MEJIA, DEPUTY CITY CLERK II

INVOCATION

Led by Fire District Chaplain Rob DePartee.

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Fire District Chaplain Rob DePartee.

PUBLIC COMMENTS

There were no public comments.

WORKSHOP

CHINO VALLEY FIRE DISTRICT - FUTURE FIRE FACILITIES OVERVIEW

Chino Valley Fire Chief Tim Shackelford spoke about the future of fire facilities and the historical overview as outlined in the PowerPoint presentation, which is on file in the City Clerk's Office.

Chino Valley Fire Chief Shackelford stated that the Fire District would need two or possibly three additional fire stations in the City of Chino Hills, in addition to the Fire Administration with the following projected schedule:

Fire Administration 2006/2007
Fire Station-Woodview/Pipeline 2011/2012
Fire Station-Eucalyptus/Chino Hills Parkway 2020/2021
Fire Station-Tonner Canyon 2026/2027

COUNCIL / BOARD COMMENTS

Vice Mayor Marquez inquired about the percentage of community growth, along with the cost of living and property taxes. Fire Chief Shackelford replied fifteen percent (15%) to one percent (1%). Vice Mayor Marquez said he was concerned about the response times being slower in Chino Hills versus Chino. Fire Chief Shackelford stated that the response times in Chino Hills are one minute slower than in Chino due to the topography, narrow roads, and Carbon Canyon in Chino Hills.

Council Member Rogers also inquired about the response times in Carbon Canyon.

Mayor Bennett spoke about the proposed fire department location on Eucalyptus and Chino Hills Parkway. Fire Chief Shackelford stated that a parcel has been identified in Veterans Park.

Council Member Graham said from a 2005 meeting with the fire district, the City's obligation was to provide facilities, but this overview states otherwise. He said there is nothing that precludes the district from building a facility.

Council Member Rogers stated the Wang Development started to show signs of a development of a fire station.

Mayor Bennett said that the Wang Development is a challenging location because of curved and narrow roads.

Brian Johsz, Fire Board President, proposed reestablishing an Ad hoc committee at the next district meeting to discuss the public safety impacts, needs in the community, and review to options for planning future fire facilities for the City of Chino Hills.

ADJOURNMENT

Mayor Bennett adjourned at 6:05 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: October 11, 2016

Item No.: 7

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS
ISSUED FOR THE PERIOD SEPTEMBER 8, 2016 – SEPTEMBER 21,
2016, IN AN AMOUNT OF \$2,496,740.67

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 September 8, 2016, to September 21, 2016, payments in excess of \$25,000 have been issued totaling \$2,496,740.67.

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

FISCAL IMPACT:

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

Respectfully submitted,


FINANCE COMMITTEE



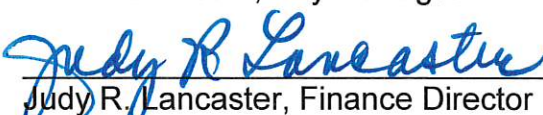
Mayor Art Bennett



Council Member Peter Rogers



Konrad Bartlam, City Manager



Judy R. Lancaster, Finance Director

PREPARED 09/12/2016, 9:04:28
 PROGRAM: GM339L
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
 AS OF: 09/14/2016 PAYMENT DATE: 09/14/2016

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000529	00	CHINO VALLEY UNIFIED SCHOOL DISTRICT						
M/O AUG'16		001214	00	09/14/2016	009-0000-223.11-00	SPECIAL TAX "A" CFD #5	32,605.44	
						VENDOR TOTAL *	32,605.44	
0000608	00	SBCERA						
PP 19/16		PR0914	00	09/14/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	263.16	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	146,323.60	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	15,924.71	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-10	NON-RFNDL GEN MBR CONTRB	22,838.14	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,240.10	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	5,036.52	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,039.09	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	9,962.03	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	263.16	
PP 19/16		PR0914	00	09/14/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
						VENDOR TOTAL *	213,108.89	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2264087388/SEP6001235			00	09/14/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	3,564.84	
2264087800/SEP6001236			00	09/14/2016	001-8400-888.60-15	ELECTRIC/STREET LITE BILL	3,229.61	
2264088808/SEP6001237			00	09/14/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	4,577.28	
2271636854/SEP6001245			00	09/14/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	37.92	
2278582051/SEP6001247			00	09/14/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	320.33	
2284813268/SEP6001250			00	09/14/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	96.34	
2286535943/SEP6001251			00	09/14/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	60.30	
2353915630/SEP6001252			00	09/14/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	62.83	
2288705148/SEP6001240			00	09/14/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,062.67	
2264093865/SEP6001238			00	09/14/2016	040-8400-888.60-20	ELECTRIC/STREET LITE BILL	7,448.67	
2011972346/SEP6001242			00	09/14/2016	050-8400-888.60-20	ELECTRIC/STREET LITE BILL	819.41	
2013945761/AUG6001233			00	09/14/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,431.06	
2288705148/SEP6001241			00	09/14/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	49.04	
2281642215/SEP6001248			00	09/14/2016	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	347.20	
2281642710/SEP6001249			00	09/14/2016	072-8400-888.60-20	ELECTRIC/STREET LITE BILL	596.70	
2278087176/SEP6001246			00	09/14/2016	073-8400-888.60-20	ELECTRIC/STREET LITE BILL	79.27	
2013941695/AUG6001232			00	09/14/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,065.17	
2011973674/SEP6001244			00	09/14/2016	123-8400-888.60-20	ELECTRIC/STREET LITE BILL	167.78	
2011973542/SEP6001243			00	09/14/2016	124-8400-888.60-20	ELECTRIC/STREET LITE BILL	104.20	
2013946736/AUG6001234			00	09/14/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	61,386.93	
2264173790/SEP6001239			00	09/14/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	2,312.77	
						VENDOR TOTAL *	88,820.32	
0001641	00	WEST COAST ARBORISTS, INC.						
118072		PI1466 170404	00	09/14/2016	045-7100-888.80-40	LANDSCAPE SERVICES	12,510.00	
118073		PI1467 170404	00	09/14/2016	045-7100-888.80-40	LANDSCAPE SERVICES	3,300.00	
117339-A		PI1463 170324	00	09/14/2016	045-8400-888.50-12	LANDSCAPE SERVICES	21,864.00	
117643-A		PI1464 170324	00	09/14/2016	045-8400-888.50-12	LANDSCAPE SERVICES	20,245.00	
117795		PI1465 170324	00	09/14/2016	050-8400-888.50-12	LANDSCAPE SERVICES	4,800.00	
						VENDOR TOTAL *	62,719.00	
						TOTAL EXPENDITURES ****	397,253.65	

PREPARED 09/12/2016, 9:04:28
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 09/14/2016 PAYMENT DATE: 09/14/2016

PAGE 2

VEND NO	SEQ#	VENDOR NAME						
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	HAND-ISSUED
							CHECK	AMOUNT
							AMOUNT	

0000099 00

GRAND TOTAL *****

397,253.65

ITEMS EXCEEDING \$25,000.00

PREPARED 09/16/2016,11:21:20
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 09/21/2016 PAYMENT DATE: 09/21/2016

PAGE 1

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002771	00	CALIFORNIA JPIA									
PROP01474		001335		00	09/21/2016			001-2100-888.41-15	PROPERTY INSURANCE	337,403.00	
VENDOR TOTAL *										337,403.00	
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.									
198655		PI1599 170349	00	09/21/2016				001-8400-888.50-10	LANDSCAPE SERVICES	262.89	
198656		PI1600 170349	00	09/21/2016				001-8400-888.50-10	LANDSCAPE SERVICES	199.70	
199769		PI1608 170350	00	09/21/2016				001-8400-888.50-10	LANDSCAPE SERVICES	7,482.27	
199769		PI1609 170350	00	09/21/2016				031-8400-888.50-10	LANDSCAPE SERVICES	2,236.87	
198652		PI1597 170349	00	09/21/2016				045-8400-888.50-10	LANDSCAPE SERVICES	100.81	
198654		PI1598 170349	00	09/21/2016				045-8400-888.50-10	LANDSCAPE SERVICES	142.17	
198659		PI1602 170349	00	09/21/2016				045-8400-888.50-10	LANDSCAPE SERVICES	91.88	
199073		PI1605 170349	00	09/21/2016				045-8400-888.50-10	LANDSCAPE SERVICES	106.16	
199769		PI1610 170350	00	09/21/2016				045-8400-888.50-10	LANDSCAPE SERVICES	42,186.38	
199769		PI1611 170350	00	09/21/2016				050-8400-888.50-10	LANDSCAPE SERVICES	6,034.59	
199769		PI1612 170350	00	09/21/2016				061-8400-888.50-10	LANDSCAPE SERVICES	2,254.82	
198657		PI1601 170349	00	09/21/2016				071-8400-888.50-10	LANDSCAPE SERVICES	144.78	
199071		PI1603 170349	00	09/21/2016				071-8400-888.50-10	LANDSCAPE SERVICES	142.85	
199072		PI1604 170349	00	09/21/2016				071-8400-888.50-10	LANDSCAPE SERVICES	145.81	
199075		PI1607 170349	00	09/21/2016				071-8400-888.50-10	LANDSCAPE SERVICES	194.73	
199769		PI1613 170350	00	09/21/2016				071-8400-888.50-10	LANDSCAPE SERVICES	22,490.48	
199769		PI1614 170350	00	09/21/2016				073-8400-888.50-10	LANDSCAPE SERVICES	5,139.61	
199769		PI1615 170350	00	09/21/2016				123-8400-888.50-10	LANDSCAPE SERVICES	58.60	
199074		PI1606 170349	00	09/21/2016				124-8400-888.50-10	LANDSCAPE SERVICES	115.36	
199769		PI1616 170350	00	09/21/2016				124-8400-888.50-10	LANDSCAPE SERVICES	588.06	
198377		PI1591 170247	00	09/21/2016				500-8113-888.31-90	LANDSCAPE SERVICES	676.00	
199769		PI1617 170350	00	09/21/2016				659-8400-888.50-10	LANDSCAPE SERVICES	4,747.00	
VENDOR TOTAL *										95,541.82	
0005423	00	CP CONSTRUCTION CO., INC.									
02/15574		PI1587 160712	00	09/21/2016				399-7100-888.82-10	CONSTRUCTION SERVICES	41,800.00	
VENDOR TOTAL *										41,800.00	
0001503	00	HD SUPPLY WATERWORKS									
G014271		PI1618 170368	00	09/21/2016				500-8112-888.84-20	WATER EQUIPMENT	2,345.62	
F881283		PI1619 170368	00	09/21/2016				500-8112-888.84-20	WATER EQUIPMENT	234,434.48	
VENDOR TOTAL *										236,780.10	
0000409	00	INLAND EMPIRE UTILITIES AGENCY									
90018716		001294	00	09/21/2016				500-8115-888.60-14	RECYCLED WATER CHG:JUL'16	110,298.20	
VENDOR TOTAL *										110,298.20	
0000478	00	MONTE VISTA WATER DISTRICT									
CH 2017-02		001343	00	09/21/2016				500-8113-888.60-10	WATER DELIVERIES:AUG'16	518,486.40	
CH DIR 2016-02		001344	00	09/21/2016				500-8113-888.60-10	GROUNDWATER DEL:AUG'16	35,640.80	
VENDOR TOTAL *										554,127.20	
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.									
M/O AUG'16		001348	00	09/21/2016				001-0000-388.20-15	AB939 ADMIN FEE:GENRL FND	7,907.47-	
M/O AUG'16		001349	00	09/21/2016				001-0000-303.20-04	FRANCHISE TAX:SOLID WASTE	45,185.55-	

PREPARED 09/16/2016,11:21:20
 PROGRAM: GM339L
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
 AS OF: 09/21/2016 PAYMENT DATE: 09/21/2016

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.								
M/O AUG'16		001346				00 09/21/2016	500-0000-388.20-20	BILLING FEE:WATER UTILITY	4,981.26-	
M/O AUG'16		001347				00 09/21/2016	501-0000-388.20-20	BILLING FEE:SEWER UTILITY	1,660.42-	
M/O AUG'16		001345				00 09/21/2016	504-8500-888.31-40	REFUSE CONTRACT SERVICES	451,855.48	
VENDOR TOTAL *									392,120.78	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.								
2306001645/SEP6001259						00 09/21/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	17,641.93	
2308456300/SEP6001260						00 09/21/2016	001-2510-888.60-15	ELECTRIC/STREET LITE BILL	1,690.29	
2264100116/SEP6001253						00 09/21/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	362.06	
2264137902/SEP6001257						00 09/21/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	1,272.22	
2264100116/SEP6001254						00 09/21/2016	045-8400-888.60-20	ELECTRIC/STREET LITE BILL	14,641.36	
2264135732/SEP6001255						00 09/21/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	25.36	
2264135732/SEP6001256						00 09/21/2016	071-8400-888.60-20	ELECTRIC/STREET LITE BILL	10,545.57	
2264137902/SEP6001258						00 09/21/2016	121-8400-888.60-20	ELECTRIC/STREET LITE BILL	5,133.19	
VENDOR TOTAL *									51,311.98	
0000506	00	WATER FACILITIES AUTHORITY								
17-07		001329				00 09/21/2016	500-8113-888.60-10	WATER DELIVERIES:AUG'16	131,084.00	
17-07		001330				00 09/21/2016	500-8113-888.60-11	WATER DELIVERIES:AUG'16	51,651.10	
VENDOR TOTAL *									182,735.10	
0001641	00	WEST COAST ARBORISTS, INC.								
118158		PI1581 170324				00 09/21/2016	040-8400-888.50-12	LANDSCAPE SERVICES	2,400.00	
118094		PI1580 170324				00 09/21/2016	045-8400-888.50-12	LANDSCAPE SERVICES	34,270.00	
118159		PI1582 170324				00 09/21/2016	071-8400-888.50-12	LANDSCAPE SERVICES	1,080.00	
VENDOR TOTAL *									37,750.00	
TOTAL EXPENDITURES ****									2,039,868.18	
GRAND TOTAL *****										2,039,868.18

Outgoing Wire Transfers Over \$25,000

From 9/8/16 to 9/21/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	9/21/2016	575-0000-218-1000	P/R Tax Transfer - Federal	59,618.84
			Vendor Total *	59,618.84
			Grand Total Transfers Over \$25,000 *****	59,618.84

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: October 11, 2016

Item No.: 8

Public Hearing:
Discussion Item:
Consent Item: ☒

October 4, 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 September 27, 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: 10/11/16
PERIOD TO COVER: 09/14/16 – 09/27/16**

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.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: October 11, 2016

Item No.: 9

Public Hearing:
Discussion Item:
Consent Item: ☒

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MONTHLY FINANCIAL REPORT

RECOMMENDATION:

Receive and file the Financial Report for August 2016.

BACKGROUND/ANALYSIS:

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

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

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

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

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

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

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

REVIEW BY OTHERS:

None.

ENVIRONMENTAL REVIEW:

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

Respectfully submitted:

Recommended by:



Konradt Bartlam, City Manager



Judy R. Lancaster, Finance Director

KB:JRL:PA:EC:dk

Attachment

City of Chino Hills
Revenues, Expenditures, and Transfers
Budget and Actual Comparative Analysis
for the Month Ending August 31, 2016

		CURRENT YEAR						PRIOR YEAR			
Month:	2	Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget		Year to Date Actual	Prior Year Actual vs Current Year	Percentage Variance	
						vs Actual Variance			Actual Variance		
GENERAL FUND											
REVENUES											
Property taxes		4,816,000	4,816,000	802,667	-	(802,667)	(100.00%)	(1)	-	N/A	
Property taxes-Triple Flip		-	-	-	-	-	N/A	(16)	-	N/A	
Property taxes-VLF Swap		7,396,100	7,396,100	1,232,683	-	(1,232,683)	(100.00%)	(1)	-	N/A	
Sales taxes		7,928,400	7,928,400	1,321,400	-	(1,321,400)	(100.00%)	(2)	-	N/A	
Other taxes		1,537,800	1,537,800	256,300	120,612	(135,688)	(52.94%)	(2)	107,062	13,550	12.66%
Total taxes		21,678,300	21,678,300	3,613,050	120,612	(3,492,438)	(96.66%)		107,062	13,550	12.66%
Motor vehicle in-lieu fees		31,300	31,300	5,217	-	(5,217)	(100.00%)	(2)	-	-	N/A
Fines and Penalties		488,600	488,600	81,433	64,030	(17,403)	(21.37%)	(2)	70,901	(6,871)	(9.69%)
Interest income and franchise fees		3,537,300	3,537,300	589,550	(315,888)	(905,438)	(153.58%)	(3)	129,338	(445,226)	(344.23%)
Engineering Fee		1,846,200	1,846,200	307,700	245,541	(62,159)	(20.20%)	(4)	276,377	(30,836)	(11.16%)
Cost reimbursements		496,700	496,700	82,783	82,309	(474)	(0.57%)		74,027	8,282	11.19%
Other revenues		10,031,200	10,031,200	1,671,867	13,029,929	11,358,062	679.36%	(14)	1,517,097	11,512,832	758.87%
Operating transfers		92,200	92,200	15,367	-	(15,367)	(100.00%)	(5)	-	-	N/A
Total revenues		38,201,800	38,201,800	6,366,967	13,226,534	6,859,567	107.74%		2,174,802	11,051,732	508.17%
EXPENDITURES											
Legislative											
City Council		283,200	283,200	47,200	47,839	(639)	(1.35%)		43,492	(4,347)	(9.99%)
City Attorney		350,000	350,000	58,333	7,651	50,682	86.88%	(6)	23,490	15,839	67.43%
City Clerk		1,261,100	1,261,100	210,183	149,754	60,429	28.75%	(6)	115,160	(34,594)	(30.04%)
Contract Services		196,300	196,300	32,717	25,756	6,960	21.27%	(6)	25,666	(90)	(0.35%)
City Manager											
Administration		1,888,000	1,888,000	314,667	181,956	132,711	42.17%	(6)	117,054	(64,902)	(55.45%)
Public Safety		11,961,900	11,961,900	1,993,650	2,124,232	(130,582)	(6.55%)		2,091,803	(32,429)	(1.55%)
Community Relations		677,300	677,300	112,883	78,801	34,082	30.19%	(6)	61,727	(17,074)	(27.66%)
Human Resources		463,100	463,100	77,183	46,584	30,600	39.65%	(6)	32,494	(14,090)	(43.36%)
Risk Management		2,227,700	2,227,700	371,283	1,731,156	(1,359,872)	(366.26%)	(6)	962,762	(768,394)	(79.81%)
Emergency Preparedness		240,800	240,800	40,133	8,128	32,006	79.75%	(6)	9,443	1,315	13.93%
Code Enforcement		617,700	617,700	102,950	76,142	26,808	26.04%	(6)	58,283	(17,859)	(30.64%)
Engineering											
Engineering Administration		1,983,200	1,983,200	330,533	269,793	60,740	18.38%	(6)	198,173	(71,620)	(36.14%)

Month: 2

Month: 2	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			Year to Date Actual	Prior Year Actual vs Current Year	
					Actual Variance	Percentage Variance			Actual Variance	Percentage Variance
<u>GENERAL FUND (continued)</u>										
<u>EXPENDITURES</u>										
<u>Finance</u>										
Administration	2,707,200	2,707,200	451,200	342,829	108,371	24.02%	(6)	252,228	(90,601)	(35.92%)
Non-Departmental	62,500	62,500	10,417	5,229	5,187	49.80%	(6)	6,823	1,594	23.36%
Development Program	834,600	834,600	139,100	11,112	127,988	92.01%	(6)	17,525	6,413	36.59%
<u>Public Works</u>										
Administration	1,253,700	1,253,700	208,950	166,932	42,018	20.11%	(6)	119,828	(47,104)	(39.31%)
Facility and Equipment Maintenance	1,938,700	1,938,700	323,117	202,443	120,673	37.35%	(6)	172,265	(30,178)	(17.52%)
Other Maintenance	1,473,200	1,473,200	245,533	198,837	46,697	19.02%	(6)	154,399	(44,438)	(28.78%)
<u>Interfund Transfers</u>										
Capital Improvement Projects	2,340,200	2,340,200	390,033	2,795	387,238	99.28%	(5)	4,127	1,332	32.28%
Operating Transfers	5,409,800	5,409,800	901,633	901,633	-	0.00%		846,267	(55,366)	(6.54%)
Total expenditures	38,170,200	38,170,200	6,361,700	6,579,603	(217,903)	(3.43%)		5,313,009	(1,266,594)	(23.84%)
Net revenues over/(under) expenditures	31,600	31,600	5,267	6,646,931	6,641,664	N/A		(3,138,207)	9,785,138	(311.81%)
<u>LIAB INSURANCE RATE STABILIZATION FUND</u>										
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
<u>RECREATION OPERATIONS FUND</u>										
Revenues	1,381,500	1,381,500	230,250	213,823	(16,427)	(7.13%)		197,426	16,397	8.31%
Operating Transfers	4,762,100	4,762,100	793,683	793,683	(0)	(0.00%)		716,200	77,483	10.82%
Total revenues	6,143,600	6,143,600	1,023,933	1,007,506	(16,427)	(1.60%)		913,626	93,880	10.28%
Expenditures	6,143,600	6,143,600	1,023,933	957,843	66,090	6.45%		791,109	(166,734)	(21.08%)
Net revenues and expenditures	-	-	-	49,663	49,663	N/A		122,517	(72,854)	59.46%
<u>COMMUNITY DEVELOPMENT OPERATIONS</u>										
Community Development Fees	5,122,500	5,122,500	853,750	537,078	(316,672)	(37.09%)	(4)	575,195	(38,117)	(6.63%)
Operating Transfers	-	-	-	-	-	N/A		-	-	N/A
Total revenues	5,122,500	5,122,500	853,750	537,078	(316,672)	(37.09%)		575,195	(38,117)	(6.63%)
<u>Expenditures</u>										
Administration	1,358,000	1,358,000	226,333	191,451	34,883	15.41%	(6)	166,313	(25,138)	(15.11%)
Building Services	1,403,700	1,403,700	233,950	173,782	60,168	25.72%	(6)	128,111	(45,671)	(35.65%)
Development Services	1,172,400	1,172,400	195,400	132,337	63,063	32.27%	(6)	80,527	(51,810)	(64.34%)
Economic Development	119,200	119,200	19,867	14,600	5,267	26.51%	(6)	22,117	7,517	33.99%
Operating Transfers	-	-	-	-	-	N/A		-	-	0.00%
Total expenditures	4,053,300	4,053,300	675,550	512,169	163,381	24.18%		397,068	(115,101)	(28.99%)
Net revenues and expenditures	1,069,200	1,069,200	178,200	24,909	(153,291)	(86.02%)		178,127	(153,218)	(86.02%)

Month: 2

	CURRENT YEAR							PRIOR YEAR		
	Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget vs Actual Variance	Percentage Variance		Year to Date Actual	Prior Year Actual vs Current Year Actual Variance	Percentage Variance
<u>WATER FUND</u>										
<u>REVENUES</u>										
Water sales	22,873,700	22,873,700	3,812,283	3,942,759	130,476	3.42%		3,322,909	619,850	18.65%
Other revenue	1,466,400	1,466,400	244,400	(456,999)	(701,399)	(286.99%)	(3)&(15)	172,802	(629,801)	(364.46%)
Total revenues	24,340,100	24,340,100	4,056,683	3,485,761	(570,923)	(14.07%)		3,495,711	(9,950)	(0.28%)
<u>EXPENDITURES</u>										
Water costs	10,565,000	9,745,000	1,624,167	1,742,963	(118,796)	(7.31%)		1,014,069	(728,894)	(71.88%)
Power costs	1,100,000	1,000,000	166,667	71,464	95,202	57.12%	(9)	86,496	15,032	17.38%
Interfund Transfers	4,764,100	4,764,100	794,017	19,787	774,229	97.51%	(5)	20,627	840	4.07%
Other costs	12,665,500	13,600,800	2,266,800	1,101,403	1,165,397	51.41%	(8)	1,058,894	(42,509)	(4.01%)
Total expenditures	29,094,600	29,109,900	4,851,650	2,935,617	1,916,033	39.49%		2,180,086	(755,531)	(34.66%)
Net profit (loss)	(4,754,500)	(4,769,800)	(794,967)	550,143	1,345,110	169.20%		1,315,625	(765,482)	(58.18%)
<u>SEWER FUND</u>										
Revenues	9,027,600	9,027,600	1,504,600	807,871	(696,729)	(46.31%)	(7)	800,580	7,291	0.91%
Expenditures	8,759,900	8,759,900	1,459,983	653,322	806,661	55.25%	(6)	387,485	(265,837)	(68.61%)
Net profit (loss)	267,700	267,700	44,617	154,549	109,932	246.39%		413,095	(258,546)	(62.59%)
<u>SOLID WASTE FUND</u>										
Revenues	4,910,900	4,910,900	818,483	579,794	(238,690)	(29.16%)	(10)	561,526	18,268	3.25%
Expenditures	4,910,900	4,910,900	818,483	(238,479)	1,056,962	129.14%	(10)	(217,167)	21,312	(9.81%)
Net revenues and expenditures	-	-	-	818,273	818,273	N/A		778,693	39,580	5.08%
<u>DEVELOPMENT FUNDS (12)</u>										
Revenues	25,291,200	25,291,200	4,215,200	50,150	(4,165,050)	(98.81%)	(11)	568,791	(518,641)	(91.18%)
Expenditures	14,827,500	14,827,500	2,471,250	53,036	2,418,214	97.85%	(11)	183,141	130,105	71.04%
Net revenues and expenditures	10,463,700	10,463,700	1,743,950	(2,885)	(1,746,835)	(100.17%)		385,650	(388,535)	(100.75%)
<u>CONSTRUCTION FUNDS</u>										
Revenues	19,199,500	19,204,500	3,200,750	344,229	(2,856,521)	(89.25%)	(5)	1,753,159	(1,408,930)	(80.37%)
Expenditures	19,199,500	19,204,500	3,200,750	344,229	2,856,521	89.25%	(5)	1,753,159	1,408,930	80.37%
Net revenues and expenditures	-	-	-	-	-	0.00%		-	-	0.00%
<u>LANDSCAPE AND LIGHTING</u>										
<u>DISTRICT FUNDS</u>										
Revenues	8,938,500	8,938,500	1,489,750	736,856	(752,894)	(50.54%)	(1)	548,492	188,364	34.34%
Expenditures	9,626,200	9,651,200	1,608,533	1,483,168	125,365	7.79%		1,117,642	(365,526)	(32.71%)
Net revenues and expenditure	(687,700)	(712,700)	(118,783)	(746,312)	(627,529)	(528.30%)		(569,150)	(177,162)	31.13%
<u>ASSESSMENT DISTRICT FUNDS</u>										
Revenues	404,500	404,500	67,417	(6,975)	(74,391)	(110.35%)	(1)&(3)	1,384	(8,359)	(603.95%)
Expenditures	725,500	725,500	120,917	14,064	106,852	88.37%	(5)&(6)	5,534	(8,530)	(154.14%)
Net revenues and expenditures	(321,000)	(321,000)	(53,500)	(21,039)	32,461	(60.67%)		(4,150)	(16,889)	406.96%

Month: 2

COMMUNITY FACILITIES

DISTRICTS FUNDS

Revenues

Expenditures

Net revenues and expenditures

MISCELLANEOUS FUNDS (13)

Revenues

Expenditures

Net revenues and expenditures

CURRENT YEAR							PRIOR YEAR		
Original Annual Budget	Revised Annual Budget	Year to Date Revised Budget	Year to Date Actual	Year to Date Revised Budget	Percentage Variance		Year to Date Actual	Prior Year Actual vs	Percentage Variance
				vs Actual Variance				Current Year Actual Variance	
8,575,600	8,575,600	1,429,267	(273,505)	(1,702,772)	(119.14%)	(1)&(3)	42,063	(315,568)	(750.23%)
11,120,200	11,120,200	1,853,367	141,045	1,712,321	92.39%	(5)&(6)	144,935	3,890	2.68%
<u>(2,544,600)</u>	<u>(2,544,600)</u>	<u>(424,100)</u>	<u>(414,551)</u>	<u>9,549</u>	<u>2.25%</u>		<u>(102,872)</u>	<u>(311,679)</u>	<u>(302.98%)</u>
14,956,500	14,956,500	2,492,750	881,927	(1,610,823)	(64.62%)	(2)	732,286	149,641	20.43%
13,879,900	13,909,500	2,318,250	693,951	1,624,299	70.07%	(5)	2,275,116	1,581,165	69.50%
<u>1,076,600</u>	<u>1,047,000</u>	<u>174,500</u>	<u>187,976</u>	<u>13,476</u>	<u>N/A</u>		<u>(1,542,830)</u>	<u>1,730,806</u>	<u>(112.18%)</u>

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 Vehicle In-Lieu Property Tax is 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, transient occupancy 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. Fair Market Value (FMV) adjustment to the investment portfolio for prior year has been reversed in the beginning of the fiscal year; depending on the size of the adjustment, this reversal will sometimes cause a negative balance in the overall revenues in the related fund.
4. The collection of both building permits and engineering inspection fees are cyclical in nature.
5. 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.
6. 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.
7. This variance is caused by the timing when the utility billings were sent out and the actual revenues were collected for the period.
8. This account includes debt services payments that are paid on a semi-annual basis and interfund transfers that relate to various CIP projects reimbursement.
9. Water purchase and pumping costs are highly seasonal and they are contingent on factors such as weather and demands from customers.
10. 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.
11. 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.
12. 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.
13. 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.
14. Proceeds from Sale of Founders Drive property - \$11.85 Million.
15. Chino Basin Desalter Authority Rebate budgeted for \$650,000, typically received around February or March.
16. Triple Flip program ended in Fiscal Year 2015-2016. Line item left for comparison purposes.

COUNCIL AGENDA STAFF REPORT



Meeting Date: October 11, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: 10

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: TREASURER'S REPORT FOR AUGUST 2016

RECOMMENDATION:

Approve the Treasurer's Report for August 2016.

BACKGROUND/ANALYSIS:

The Treasurer's Report for August 2016 may be seen in Exhibit A (attached). The amount of cash and investments for all funds amounts to \$183,271,987.43.

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 February 28, 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

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

I. Funds Held by City and Fiscal Agents:

A. Funds Held by City:

	Cost	Market Value
Investments		
Citizens Business Bank- Certificate of Deposit	456,217.99	456,217.99
Los Angeles County Pooled Funds of Investments (LACPF)	24,292,319.70 (3)	(1)
State of California Local Agency Investment Fund (LAIF)	1,065,568.67	(1)
US Bank/Chandler Asset Management	141,673,053.07	143,131,606.19
Total Investments	167,487,159.43	(2)
Cash		
Citizens Business Bank - Checking	34,821.94	34,821.94
Citizens Business Bank - Payroll	10,000.00	10,000.00
Wells Fargo Bank - Credit Card	222,311.85	222,311.85
Total Cash in Bank	267,133.79	267,133.79
Petty Cash	3,100.00	3,100.00
Total Cash	270,233.79	270,233.79
Total Funds Held by City	167,757,393.22	(2)

B. Funds Held by Fiscal Agents:

U.S. Bank	15,514,594.21	15,514,594.21
Total Funds Held by Fiscal Agents	15,514,594.21	15,514,594.21
Total Funds Held by City and Fiscal Agents	\$ 183,271,987.43	\$ (2)

II. Estimated Composite Investment Earnings Rate:

1.35%

(Estimated Investment Earnings Rate for LACPF: 0.95%;

Estimated Investment Earnings Rate for LAIF : 0.55% ; Actual

Purchase Yield-to-Maturity Rate for Chandler Asset Management: 1.44%)

III. Cash Flow Transactions by Major Fund Types:

Fund	Beginning Cash Balance 08/01/16	Cash Receipts	Cash Disbursements	Ending Cash Balance 08/31/16
General Fund	\$ 33,874,866.39	\$ 4,316,454.35	(3,018,959.76)	\$ 35,172,360.98
Laibilty Ins. Stab. Fund	1,100,000.00	0.00	0.00	1,100,000.00
Recreation Fund	393,953.42	523,907.70	(738,175.92)	179,685.20
Comm Dev Fund	222,996.76	207,756.61	(378,123.07)	52,630.30
Water Funds	53,898,136.94	3,159,375.09	(1,869,938.13)	55,187,573.90
Sewer Funds	21,902,616.68	806,224.50	(947,350.70)	21,761,490.48
Parks & Landscape	3,451,836.28	282,073.98	(778,950.10)	2,954,960.16
Development Funds	13,543,459.72	119,856.12	(86,797.18)	13,576,518.66
Comm. Facilities Dist.	32,332,898.66	5,041,774.67	(5,076,123.60)	32,298,549.73
Assessment Districts	1,210,338.21	536,429.13	(537,828.17)	1,208,939.17
Miscellaneous Funds	21,366,828.45	3,355,549.05	(4,943,098.65)	19,779,278.85
Total	\$ 183,297,931.51	\$ 18,349,401.20	\$ (18,375,345.28)	\$ 183,271,987.43

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

Page 2 of 2

IV Funds Held by Deferred Compensation Providers -

	Market Value
VOYA Life Insurance and Annuity Company	\$ (4)
ICMA	8,357,458.75
Total Funds Held by Deferred Compensation Providers	<u>\$ (4)</u>

Footnotes:

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

In accordance with the California Government Code, the Finance Director/City Treasurer certifies that 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 February 28, 2017.


Judy Lancaster
Finance Director/City Treasurer

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

	General Fund	Liability Ins. Stab. 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 @8/01/16	33,874,866.39	1,100,000.00	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
Cash Receipts	4,316,307.35	0.00	523,907.70	207,756.61	3,159,375.09	806,224.50	282,073.98	119,856.12	31,292.83	1,066.63	3,355,549.05	12,803,409.86
Cash Disbursements	(3,018,926.26)	0.00	(738,069.92)	(378,123.07)	(1,869,938.13)	(947,350.70)	(778,950.10)	(86,797.18)	(5,076,123.60)	(537,828.17)	(4,943,098.65)	(18,375,205.78)
Journal Entries For Month	(33.50)		(106.00)									(139.50)
Ending Book Balance @8/31/16	35,172,213.98	1,100,000.00	179,685.20	52,630.30	52,560,752.47	21,761,490.48	2,954,960.16	13,576,518.66	20,296,640.63	323,075.49	19,779,278.85	167,757,246.22
Reconciling Transactions	147.00											147.00
Ending Bank Balance Funds Held by City	35,172,360.98	1,100,000.00	179,685.20	52,630.30	52,560,752.47	21,761,490.48	2,954,960.16	13,576,518.66	20,296,640.63	323,075.49	19,779,278.85	167,757,393.22
Funds Held by Fiscal Agent:												
Beginning Book Balance @8/01/16	0.00	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	0.00	5,010,481.84	535,362.50	0.00	5,545,844.34
Cash Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Journal Entries For Month												0.00
Ending Book Balance @8/31/16	0.00	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	12,001,909.10	885,863.68	0.00	15,514,594.21
Reconciling Transactions									0.00			0.00
Ending Bank Balance Funds Held by F/A	0.00	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	12,001,909.10	885,863.68	0.00	15,514,594.21
Summary of Cash Balances:												
Beginning Cash Balance												
Funds Held by City	33,874,866.39	1,100,000.00	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	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	33,874,866.39	1,100,000.00	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
Ending Cash Balance												
Funds Held by City	35,172,360.98	1,100,000.00	179,685.20	52,630.30	52,560,752.47	21,761,490.48	2,954,960.16	13,576,518.66	20,296,640.63	323,075.49	19,779,278.85	167,757,393.22
Funds Held by Fiscal Agent	0.00	0.00	0.00	0.00	2,626,821.43	0.00	0.00	0.00	12,001,909.10	885,863.68	0.00	15,514,594.21
Total Ending Cash Balance	35,172,360.98	1,100,000.00	179,685.20	52,630.30	55,187,573.90	21,761,490.48	2,954,960.16	13,576,518.66	32,298,549.73	1,208,939.17	19,779,278.85	183,271,987.43



Balance Sheet Detail Activity By Fund

August 1, 2016 - August 31, 2016

Fiscal Year: 2017

Fiscal Period: 2

Fund Class: TT15 TTC-ICG LAPIF

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									
						28,278,199.92	0.00	0.00	28,278,199.92
			08/01/2016	JVA AC IA071600028 44	INTEREST ALLOCATION FOR THE MONTH ENDING July 31, 2016	0.00	14,119.78	0.00	28,292,319.70
			08/24/2016	JVW TT IP17-042 1	Pooled Investment Funds	0.00	0.00	(4,000,000.00)	24,292,319.70
Total for 1000 Cash						\$28,278,199.92	\$14,119.78	(\$4,000,000.00)	\$24,292,319.70
Total for 100 Cash						\$28,278,199.92	\$14,119.78	(\$4,000,000.00)	\$24,292,319.70
Total for 1A Pooled Cash & Investments						\$28,278,199.92	\$14,119.78	(\$4,000,000.00)	\$24,292,319.70
1J Other Receivables & Loans Receivable-Short Term									
125 Interest Receivable									
1450 AC-Interest Receivable									
						51,652.53	0.00	0.00	51,652.53
			08/05/2016	JVA AC IA0716R0027 96	TO REVERSE INTEREST ACCRUALS FROM YEAR June 30, 2016	0.00	0.00	(51,652.53)	0.00
Total for 1450 AC-Interest Receivable						\$51,652.53	\$0.00	(\$51,652.53)	\$0.00
Total for 125 Interest Receivable						\$51,652.53	\$0.00	(\$51,652.53)	\$0.00
Total for 1J Other Receivables & Loans Receivable-Short Term						\$51,652.53	\$0.00	(\$51,652.53)	\$0.00
1L Due From Other Funds									
141 Due From Other Funds-Year End									
1599 Due From Other Funds-Year End									
						0.00	0.00	0.00	0.00
Total for 1599 Due From Other Funds-Year End						\$0.00	\$0.00	\$0.00	\$0.00
Total for 141 Due From Other Funds-Year End						\$0.00	\$0.00	\$0.00	\$0.00
Total for 1L Due From Other Funds						\$0.00	\$0.00	\$0.00	\$0.00
Total for Asset						\$28,329,852.45	\$14,119.78	(\$4,051,652.53)	\$24,292,319.70
Equity									
3E Fund Balance									
330 Fund Balance-Available									
3301 Other Fund Balance Available									



Balance Sheet Detail Activity By Fund

August 1, 2016 - August 31, 2016

Fiscal Year: 2017

Fund Class: TT15 TTC-ICG LAIPF

Fiscal Period: 2

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									
						(28,329,852.45)	0.00	0.00	(28,329,852.45)
			08/01/2016	JVA AC IA071600028 43	INTEREST ALLOCATION FOR THE MONTH ENDING July 31, 2016	0.00	0.00	(14,119.78)	(28,343,972.23)
			08/05/2016	JVA AC IA0716R0027 95	TO REVERSE INTEREST ACCRUALS FROM YEAR June 30, 2016	0.00	51,652.53	0.00	(28,292,319.70)
			08/24/2016	JVW TT IP17-042 1	Pooled Investment Funds	0.00	4,000,000.00	0.00	(24,292,319.70)
Total for 3301 Other Fund Balance Available						(\$28,329,852.45)	\$4,051,652.53	(\$14,119.78)	(\$24,292,319.70)
Total for 330 Fund Balance-Available						(\$28,329,852.45)	\$4,051,652.53	(\$14,119.78)	(\$24,292,319.70)
Total for 3E Fund Balance						(\$28,329,852.45)	\$4,051,652.53	(\$14,119.78)	(\$24,292,319.70)
Total for Equity						(\$28,329,852.45)	\$4,051,652.53	(\$14,119.78)	(\$24,292,319.70)
Total for T1R Chino Hills						\$0.00	\$4,065,772.31	(\$4,065,772.31)	\$0.00
Total for TT15 TTC-ICG Los Angeles County Pool Investment Fund						\$0.00	\$4,065,772.31	(\$4,065,772.31)	\$0.00

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

www.treasurer.ca.gov/pmia-laif/laif.asp
September 13, 2016

FINANCE DIRECTOR
14000 CITY CENTER DRIVE
CHINO HILLS, CA 91709

PMIA Average Monthly Yields

Account Number:
98-36-151

Tran Type Definitions

August 2016 Statement

Account Summary

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



Fair Value Including Accrued Interest	\$	69,839,871,845.51
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40/167



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

ACCOUNT NUMBER: 001050981096

CITY OF CHINO HILLS

QUESTIONS?

If you have any questions regarding your account or this statement,
please contact your Administrator.

CHRISTOPHER LEE STEWART
CN-OH-W5IT
6225 LUSK BOULEVARD
SAN DIEGO, CA
92121
Phone 513-632-4194
E-mail christopher.stewart3@usbank.com

Portfolio Manager:
TRADE SERVICES PORTLAND #3
CN-OH-W6TC
Phone 513-632-4949
E-mail bridget.braun@usbank.com

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

000001471 03 SP 000638521780836 P
CITY OF CHINO HILLS
14000 CITY CENTER DRIVE
CHINO HILLS, CA 91709-5442



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Income Summary	3
Cash Summary	4
Asset Detail	5
Transaction Detail	16
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Bond Summary	26



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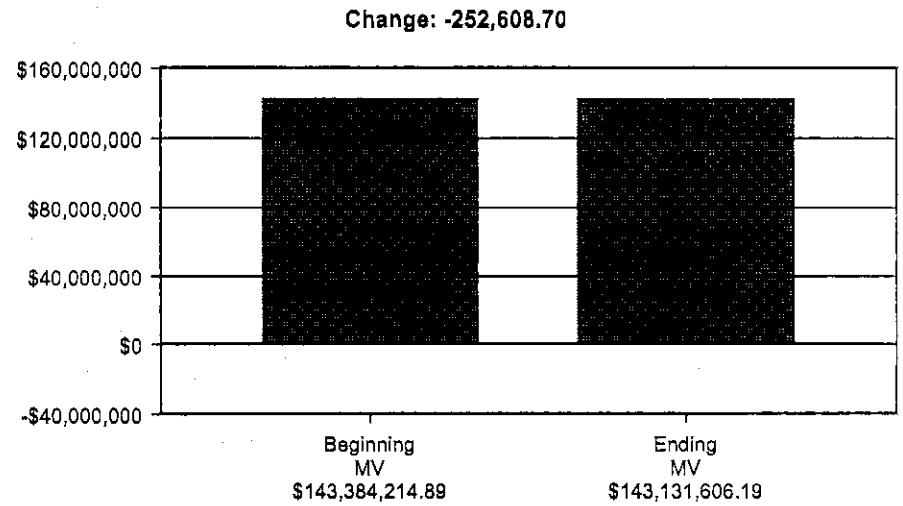


CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

Page 1 of 27
August 1, 2016 to August 31, 2016

MARKET VALUE SUMMARY

	Current Period 08/01/16 to 08/31/16
Beginning Market Value	\$143,384,214.89
Taxable Interest	231,888.58
Fees and Expenses	-9,047.82
Long Term Gains/Losses	-33,182.59
Short Term Gains/Losses	4.45
Change in Investment Value	-442,271.32
Ending Market Value	\$143,131,606.19





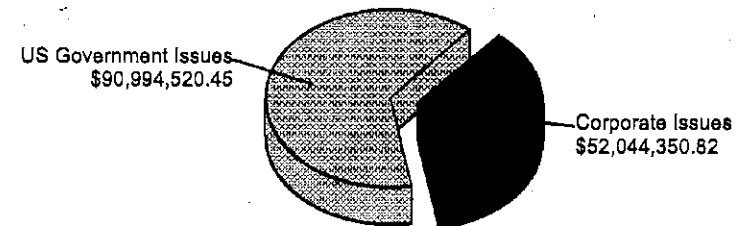
CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET SUMMARY

Assets	Current Period Market Value	% of Total	Estimated Annual Income
Cash & Equivalents	92,734.92	0.10	5.66
Taxable Bonds	143,038,871.27	99.90	2,011,249.72
Total Market Value	\$143,131,606.19	100.00	\$2,011,255.38

Fixed Income Summary



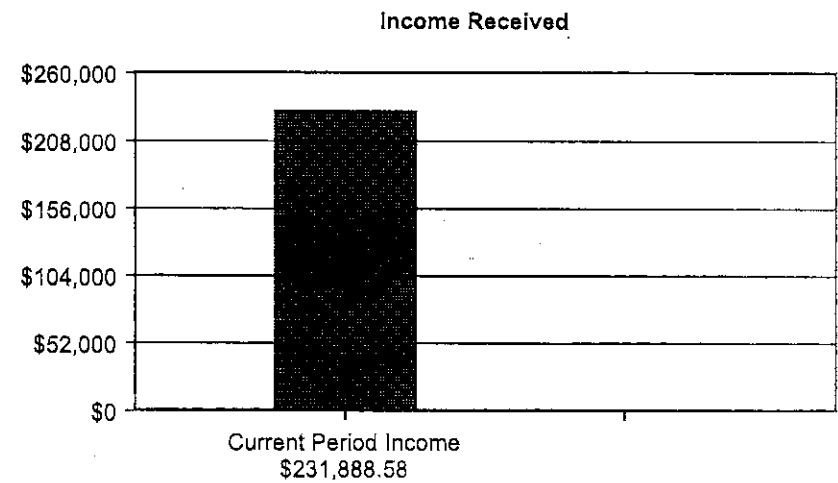


CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

INCOME SUMMARY

	Income Received Current Period
Taxable Interest	231,888.58
Total Current Period Income	\$231,888.58





CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

CASH SUMMARY

	Principal Cash	Income Cash	Total Cash
Beginning Cash 08/01/2016	-\$6,263,851.18	\$6,263,851.18	\$0.00
Taxable Interest		231,888.58	231,888.58
Fees and Expenses	-9,047.82		-9,047.82
Purchases	-4,938,512.02		-4,938,512.02
Sales	4,782,323.42		4,782,323.42
Net Money Market Activity	-66,652.16		-66,652.16
Ending Cash 08/31/2016	-\$6,495,739.76	\$6,495,739.76	\$0.00



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Cash & Equivalents							
Cash/Money Market							
First American Government Obligation - 31846V401 Fund Cl D							
92,734.920	1.0000	92,734.92	92,734.92	0.00	0.1	5.66	0.01
Total Cash/Money Market		\$92,734.92	\$92,734.92	\$0.00	0.1	\$5.66	
Cash							
Principal Cash							
		-6,495,739.76	-6,495,739.76		-4.5		
Income Cash							
		6,495,739.76	6,495,739.76		4.5		
Total Cash		\$0.00	\$0.00	\$0.00	0.0	\$0.00	
Total Cash & Equivalents		\$92,734.92	\$92,734.92	\$0.00	0.1	\$5.66	

Taxable Bonds

US Government Issues

Federal Farm Credit Bks - 31331JX32
1.700 10/28/2016

1,850,000.000	100.2110	1,853,903.50	1,924,536.50	-70,633.00	1.3	31,450.00	1.70
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Federal Farm Credit Bks - 3133ECG99
0.660 02/22/2017

335,000.000	100.0460	335,154.10	335,020.10	134.00	0.2	2,211.00	0.66
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FHL M C MTN - 3137EADF3
1.250 05/12/2017

2,250,000.000	100.4720	2,260,620.00	2,296,620.00	-36,000.00	1.6	28,125.00	1.24
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CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 313379FW4 1.000 06/09/2017	2,250,000.000	100.2550	2,255,737.50	2,264,737.50	-9,000.00	1.6	22,500.00	1.00
U S Treasury Note - 912828TG5 0.500 07/31/2017	1,000,000.000	99.8440	998,440.00	985,627.60	12,812.40	0.7	5,000.00	0.50
F H L M C M T N - 3137EADL0 1.000 09/29/2017	1,350,000.000	100.2870	1,353,874.50	1,350,780.30	3,094.20	0.9	13,500.00	1.00
F N M A Deb - 3135G0RT2 0.875 12/20/2017	1,575,000.000	100.1090	1,576,716.75	1,570,968.00	5,748.75	1.1	13,781.25	0.87
F H L M C M T N - 3137EADN6 0.750 01/12/2018	2,225,000.000	99.8940	2,222,641.50	2,198,973.68	23,667.82	1.6	16,687.50	0.75
F H L M C - 3137EADP1 0.875 03/07/2018	2,225,000.000	100.0000	2,225,000.00	2,166,092.75	58,907.25	1.6	19,468.75	0.88
Federal Home Loan Bks - 3130A4GJ5 1.125 04/25/2018	2,200,000.000	100.4030	2,208,866.00	2,207,218.20	1,647.80	1.5	24,750.00	1.12
F N M A Deb - 3135G0WJ8 0.875 05/21/2018	575,000.000	100.0730	575,419.75	560,793.27	14,626.48	0.4	5,031.25	0.87
U S Treasury Note - 912828VE7 1.000 05/31/2018	1,900,000.000	100.3520	1,906,688.00	1,889,564.96	17,123.04	1.3	19,000.00	1.00
Federal Home Loan Bks - 313379DT3 1.250 06/08/2018	2,600,000.000	100.5850	2,615,210.00	2,600,514.00	14,696.00	1.8	32,500.00	1.24



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
F N M A - 3135G0E33 1.125 07/20/2018	2,175,000.000	100.4580	2,184,961.50	2,171,230.15	13,731.35	1.5	24,468.75	1.12
Tennessee Valley Authority - 880591EQ1 1.750 10/15/2018	2,560,000.000	101.6570	2,602,419.20	2,584,996.65	17,422.55	1.8	44,800.00	1.72
U S Treasury Note - 912828WD8 1.250 10/31/2018	2,300,000.000	100.8790	2,320,217.00	2,284,484.27	35,732.73	1.6	28,750.00	1.24
U S Treasury Note - 912828A34 1.250 11/30/2018	1,800,000.000	100.9020	1,816,236.00	1,775,771.66	40,464.34	1.3	22,500.00	1.24
U S Treasury Note - 912828SD3 1.250 01/31/2019	1,950,000.000	100.9300	1,968,135.00	1,927,154.97	40,980.03	1.4	24,375.00	1.24
F N M A - 3135G0ZA4 1.875 02/19/2019	2,155,000.000	102.2230	2,202,905.65	2,164,027.03	38,878.62	1.5	40,406.25	1.83
U S Treasury Note - 912828SH4 1.375 02/28/2019	2,000,000.000	101.2660	2,025,320.00	1,979,996.92	45,323.08	1.4	27,500.00	1.36
F H L M C M T N - 3137EADZ9 1.125 04/15/2019	2,900,000.000	100.3920	2,911,368.00	2,916,034.10	-4,666.10	2.0	32,625.00	1.12
U S Treasury Note - 912828ST8 1.250 04/30/2019	1,825,000.000	100.9960	1,843,177.00	1,788,577.40	54,599.60	1.3	22,812.50	1.24
F H L M C M T N - 3137EADG1 1.750 05/30/2019	2,150,000.000	102.1230	2,195,644.50	2,147,365.90	48,278.60	1.5	37,625.00	1.71



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
FNMA Deb - 3135G0ZE6 1.750 06/20/2019	1,900,000.000	102.1110	1,940,109.00	1,916,606.00	23,503.00	1.4	33,250.00	1.71
FHLMC Deb - 3137EADK2 1.250 08/01/2019	2,225,000.000	100.6560	2,239,596.00	2,167,581.20	72,014.80	1.6	27,812.50	1.24
FNMA - 3135G0ZG1 1.750 09/12/2019	1,900,000.000	102.1240	1,940,356.00	1,895,725.00	44,631.00	1.4	33,250.00	1.71
FHLMC MTN - 3137EADM8 1.250 10/02/2019	2,500,000.000	100.6360	2,515,900.00	2,494,100.00	21,800.00	1.8	31,250.00	1.24
U S Treasury Note - 912828UB4 1.000 11/30/2019	2,000,000.000	100.0940	2,001,880.00	1,947,692.25	54,187.75	1.4	20,000.00	1.00
U S Treasury Note - 912828H52 1.250 01/31/2020	2,400,000.000	100.8010	2,419,224.00	2,375,218.98	44,005.02	1.7	30,000.00	1.24
U S Treasury Note - 912828J84 1.375 03/31/2020	2,250,000.000	101.1880	2,276,730.00	2,252,204.80	24,525.20	1.6	30,937.50	1.36
FHLMC MTN - 3137EADR7 1.375 05/01/2020	2,550,000.000	100.9400	2,573,970.00	2,525,807.60	48,162.40	1.8	35,062.50	1.36
U S Treasury Note - 912828VF4 1.375 05/31/2020	2,350,000.000	101.1290	2,376,531.50	2,323,478.58	53,052.92	1.7	32,312.50	1.36
Federal Home Loan Bks - 313383HU8 1.750 06/12/2020	2,500,000.000	102.0730	2,551,825.00	2,510,425.00	41,400.00	1.8	43,750.00	1.71



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
F N M A Deb - 3135G0D75 1.500 06/22/2020	2,625,000.000	101.3210	2,659,676.25	2,626,417.50	33,258.75	1.9	39,375.00	1.48
U S Treasury Note - 912828L99 1.375 10/31/2020	2,650,000.000	100.9810	2,675,996.50	2,608,499.12	67,497.38	1.9	36,437.50	1.36
F N M A - 3135G0F73 1.500 11/30/2020	2,700,000.000	101.1590	2,731,293.00	2,648,970.00	82,323.00	1.9	40,500.00	1.48
U S Treasury Note - 912828N89 1.375 01/31/2021	2,500,000.000	100.9060	2,522,650.00	2,497,566.98	25,083.02	1.8	34,375.00	1.36
Federal Home Loan Bks - 3130A7CV5 1.375 02/18/2021	2,235,000.000	100.6000	2,248,410.00	2,225,970.60	22,439.40	1.6	30,731.25	1.37
F N M A Deb - 3135G0J20 1.375 02/26/2021	2,700,000.000	100.4880	2,713,176.00	2,688,445.80	24,730.20	1.9	37,125.00	1.37
U S Treasury Note - 912828B90 2.125 02/28/2021	1,500,000.000	103.6250	1,554,375.00	1,542,133.94	12,241.06	1.1	30,000.00	1.93
U S Treasury Note - 912828Q37 1.250 03/31/2021	950,000.000	100.3320	953,154.00	957,462.16	-4,308.16	0.7	11,875.00	1.25
F N M A - 3135G0K69 1.250 05/06/2021	2,875,000.000	99.7450	2,867,668.75	2,869,786.50	-2,117.75	2.0	35,937.50	1.25



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130A8QS5 1.125 07/14/2021							
2,800,000.000	99.0480	2,773,344.00	2,778,272.00	-4,928.00	1.9	31,500.00	1.14
Total US Government Issues		\$90,994,520.45	\$89,943,449.92	\$1,051,070.53	63.8	\$1,185,348.50	

Corporate Issues

John Deere Capital Corp - 24422ERF8 Medium Term Note 1.850 09/15/2016							
700,000.000	100.0330	700,231.00	721,756.00	-21,525.00	0.5	12,950.00	1.85
Bank Of Nova Scotia - 06417GNP9 C D 1.260 03/01/2017							
2,875,000.000	99.9940	2,874,827.50	2,874,999.37	-171.87	2.0	36,225.00	1.26
General Elec Cap Corp - 36962G5W0 Medium Term Note 2.300 04/27/2017							
675,000.000	100.8430	680,690.25	691,260.75	-10,570.50	0.5	15,525.00	2.28
Berkshire Hathaway Fin - 084664BS9 1.600 05/15/2017							
1,100,000.000	100.4190	1,104,609.00	1,103,630.00	979.00	0.8	17,600.00	1.59
Pfizer Inc - 717081DJ9 1.100 05/15/2017							
360,000.000	100.0810	360,291.60	359,683.20	608.40	0.3	3,960.00	1.10
Walt Disney Company The - 25468PCZ7 Medium Term Note 0.875 05/30/2017							
800,000.000	100.0120	800,096.00	800,664.00	-568.00	0.6	7,000.00	0.88



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
John Deere Owner Trust - 477879AC4 A B S Ser 2013 B Cl A3 0.870 08/15/2017							
14,864.260	99.9840	14,861.88	14,862.23	-0.35	0.0	129.32	0.87
Oracle Corp - 68389XAN5 1.200 10/15/2017							
1,770,000.000	100.2950	1,775,221.50	1,755,367.00	19,854.50	1.2	21,240.00	1.20
Chevron Corp - 166764AA8 1.104 12/05/2017							
1,715,000.000	100.1450	1,717,486.75	1,701,862.55	15,624.20	1.2	18,933.60	1.10
Intel Corp - 458140AL4 1.350 12/15/2017							
1,375,000.000	100.4480	1,381,160.00	1,378,106.50	3,053.50	1.0	18,562.50	1.34
Toyota Auto Receivables Owner Trust - 89231MAC9 A B S Ser 2014 A Cl A3 0.670 12/15/2017							
328,920.050	99.9010	328,594.42	328,804.08	-209.66	0.2	2,203.76	0.67
Toyota Motor Credit Corp - 89236TCA1 Medium Term Note 1.450 01/12/2018							
1,755,000.000	100.3920	1,761,879.60	1,755,583.65	6,295.95	1.2	25,447.50	1.44
IBM Corp - 459200HZ7 1.125 02/06/2018							
1,700,000.000	100.2350	1,703,995.00	1,694,929.00	9,066.00	1.2	19,125.00	1.12
Toyota Auto Receivables Owner Tr - 89231TAB6 A B S Ser 15 C Cl A2A 0.930 02/15/2018							
389,018.400	99.9780	388,932.82	388,987.13	-54.31	0.3	3,617.87	0.93
Honda Auto Receivables Owner Trust - 43814GAC4 A B S Ser 2014 2 Cl A3 0.770 03/19/2018							
344,148.740	99.8900	343,770.18	344,107.38	-337.20	0.2	2,384.95	0.69



CITY OF CHINO HILLS
ACCOUNT NUMBER: 001050981096

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August 1, 2016 to August 31, 2016

ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Wal Mart Stores Inc - 931142DF7 1.125 04/11/2018	645,000.000	100.3320	647,141.40	644,406.60	2,734.80	0.5	7,256.25	1.12
John Deere Owner Trust - 47787VAC5 C M O Ser 2014 A Cl A3 0.920 04/16/2018	465,605.810	99.9210	465,237.98	465,531.22	-293.24	0.3	4,283.57	0.92
Pepsico Inc - 713448CR7 1.250 04/30/2018	1,180,000.000	100.3790	1,184,472.20	1,179,528.40	4,943.80	0.8	14,750.00	1.24
Apple Inc - 037833AJ9 1.000 05/03/2018	1,800,000.000	99.9830	1,799,694.00	1,783,023.40	16,670.60	1.3	18,000.00	1.00
Honda Auto Receivables Owner Trust - 43814HAC2 A B S Ser 2014 3 Cl A3 0.880 06/15/2018	552,393.590	99.9560	552,150.54	552,287.03	-136.49	0.4	4,861.06	0.88
Honda Auto Receivables Owner T - 43814NAB1 C M O Ser 16 1 Cl A2 1.340 06/18/2018	1,035,000.000	99.9280	1,034,254.80	1,034,896.60	-641.80	0.7	13,869.00	1.34
American Honda Finance - 02665WAC5 Medium Term Note 2.125 10/10/2018	1,770,000.000	101.9780	1,805,010.60	1,787,921.40	17,089.20	1.3	37,612.50	2.08
Chase Issuance Trust - 161571GC2 A B S Ser 2013 A 8 Cl A8 1.010 10/15/2018	1,030,000.000	100.0170	1,030,175.10	1,031,408.20	-1,233.10	0.7	10,403.00	1.01
Praxair Inc - 74005PBH6 1.250 11/07/2018	1,400,000.000	100.2270	1,403,178.00	1,377,978.00	25,200.00	1.0	17,500.00	1.25



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ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
John Deere Owner Trust - 477877AD6 A B S Ser 2014 B Cl A3 1.070 11/15/2018	892,727.250	99.9470	892,254.10	892,717.74	-463.64	0.6	9,552.18	1.07
US Bancorp - 91159HHE3 Medium Term Note 1.950 11/15/2018	140,000.000	101.5460	142,164.40	140,296.80	1,867.60	0.1	2,730.00	1.92
John Deere Capital Corp - 24422ESF7 Medium Term Note 1.950 12/13/2018	1,095,000.000	101.7560	1,114,228.20	1,100,497.65	13,730.55	0.8	21,352.50	1.92
General Elec Cap Corp - 36962G7G3 Medium Term Note 2.300 01/14/2019	1,000,000.000	102.6900	1,026,900.00	1,011,900.00	15,000.00	0.7	23,000.00	2.24
John Deere Owner Trust - 47788NAB4 C M O Ser 2016 B Cl A2 1.090 02/15/2019	1,200,000.000	99.8540	1,198,248.00	1,199,926.80	-1,678.80	0.8	13,080.00	1.09
Toyota Auto Receivables Owner Trust - 89236WAC2 A B S Ser 2015 A Cl A3 1.440 02/15/2019	1,030,000.000	100.0860	1,030,885.80	1,029,844.26	1,041.54	0.7	14,832.00	1.44
Honda Auto Receivables Owner Trust - 43813NAC0 A B S Ser 2015 2 Cl A3 1.040 02/21/2019	1,255,000.000	99.9540	1,254,422.70	1,254,807.36	-384.66	0.9	13,052.01	1.04
Cisco Systems Inc - 17275RAR3 2.125 03/01/2019	1,155,000.000	102.3110	1,181,692.05	1,159,623.65	22,068.40	0.8	24,543.75	2.08



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ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
US Bancorp - 91159HHH6 Medium Term Note 2.200 04/25/2019	1,700,000.000	102.2040	1,737,468.00	1,712,152.45	25,315.55	1.2	37,400.00	2.15
Nissan Auto Receivables Owner - 65478WAB1 C M O Ser 2016 C CI A2A 1.070 05/15/2019	840,000.000	99.8920	839,092.80	839,966.90	-874.10	0.6	8,988.00	1.07
Bank Of Ny Mellon - 06406HCW7 Medium Term Note 2.300 09/11/2019	1,815,000.000	102.4240	1,858,995.60	1,822,288.25	36,707.35	1.3	41,745.00	2.25
Wells Fargo Company - 94974BGF1 Medium Term Note 2.150 01/30/2020	1,825,000.000	101.6840	1,855,733.00	1,821,821.60	33,911.40	1.3	39,237.50	2.11
Costco Wholesale Corp - 22160KAG0 1.750 02/15/2020	900,000.000	101.3060	911,754.00	899,055.00	12,699.00	0.6	15,750.00	1.73
John Deere Owner Trust - 47788MAC4 A B S Ser 2016 A CI A3 1.360 04/15/2020	1,010,000.000	100.0130	1,010,131.30	1,009,841.03	290.27	0.7	13,736.00	1.36
Qualcomm Inc - 747525AD5 2.250 05/20/2020	1,730,000.000	102.9280	1,780,654.40	1,713,310.25	67,344.15	1.2	38,925.00	2.19
State Street Corp - 857477AS2 2.550 08/18/2020	1,750,000.000	103.6270	1,813,472.50	1,778,420.00	35,052.50	1.3	44,625.00	2.46
Microsoft Corp - 594918BG8 2.000 11/03/2020	675,000.000	102.0440	688,797.00	674,460.00	14,337.00	0.5	13,500.00	1.96



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ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Visa Inc - 92826CAB8 2.200 12/14/2020	1,800,000.000	102.9630	1,853,334.00	1,845,865.00	7,469.00	1.3	39,600.00	2.14
Exxon Mobil Corporation - 30231GAV4 2.222 03/01/2021	1,795,000.000	102.7010	1,843,482.95	1,815,422.45	28,060.50	1.3	39,884.90	2.16
State Street Corp - 857477AV5 1.950 05/19/2021	920,000.000	100.9970	929,172.40	919,521.60	9,650.80	0.6	17,940.00	1.93
Microsoft Corp - 594918BP8 1.550 08/08/2021	1,225,000.000	99.8780	1,223,505.50	1,223,545.75	-40.25	0.9	18,987.50	1.55
Total Corporate Issues			\$52,044,350.82	\$51,636,868.23	\$407,482.59	36.4	\$825,901.22	
Total Taxable Bonds			\$143,038,871.27	\$141,580,318.15	\$1,458,553.12	99.9	\$2,011,249.72	
Total Assets			\$143,131,606.19	\$141,673,053.07	\$1,458,553.12	100.0	\$2,011,255.38	
Estimated Current Yield								1.40

ASSET DETAIL MESSAGES

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

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



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TRANSACTION DETAIL

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
Beginning Balance 08/01/2016			\$6,263,851.18	-\$6,263,851.18	\$141,483,390.46
08/01/16	Asset Income	Interest Earned On Wells Fargo Mtn 2.150% 1/30/20 0.01075 USD/\$1 Pv On 1,825,000 Par Value Due 8/1/16	19,618.75		
08/01/16	Asset Income	Interest Earned On F N M A M T N 1.250% 1/30/17 0.00625 USD/\$1 Pv On 1,725,000 Par Value Due 7/30/16	10,781.25		
08/01/16	Asset Income	Interest Earned On U S Treasury Nt 0.500% 7/31/17 0.0025 USD/\$1 Pv On 1,750,000 Par Value Due 7/31/16	4,375.00		
08/01/16	Asset Income	Interest Earned On U S Treasury Nt 1.250% 1/31/19 0.00625 USD/\$1 Pv On 1,950,000 Par Value Due 7/31/16	12,187.50		
08/01/16	Asset Income	Interest Earned On U S Treasury Nt 1.250% 1/31/20 0.00625 USD/\$1 Pv On 2,400,000 Par Value Due 7/31/16	15,000.00		
08/01/16	Asset Income	Interest Earned On U S Treasury Nt 1.375% 1/31/21 0.006875 USD/\$1 Pv On 2,500,000 Par Value Due 7/31/16	17,187.50		
08/01/16	Asset Income	Interest Earned On F H L M C Deb 1.250% 8/01/19 0.00625 USD/\$1 Pv On 2,225,000 Par Value Due 8/1/16	13,906.25		
08/01/16	Asset Income	Interest Earned On First Amer Govt Oblig Fund Cl D Interest From 7/1/16 To 7/31/16	17.07		
08/04/16	Cash Disbursement	Cash Disbursement Paid To Chandler Asset Management, Inc Investment Counsel Fee For Pe Ending 7/31/16		-8,943.65	
08/04/16	Sale	Sold 1,750,000 Par Value Of F N M A 1.125% 4/27/17 Trade Date 8/3/16 Sold Through Citigroup Global Markets Inc. Sold On The OTC Bulletin Board 1,750,000 Par Value At 100.401 %		1,757,017.50	-1,767,780.00



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TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
08/04/16	Sell Accrued Interest	Received Accrued Interest On Sale Of F N M A 1.125% 4/27/17 Income Credit 5,304.69 USD	5,304.69		
08/04/16	Sale	Sold 200,000 Par Value Of F N M A Deb 0.875% 12/20/17 Trade Date 8/4/16 Sold Through Bmo Capital Markets Corp. 200,000 Par Value At 100.236 %		200,472.00	-199,488.00
08/04/16	Sell Accrued Interest	Received Accrued Interest On Sale Of F N M A Deb 0.875% 12/20/17 Income Credit 213.89 USD	213.89		
08/08/16	Purchase	Purchased 875,000 Par Value Of Microsoft Corp 1.550% 8/08/21 Trade Date 8/1/16 Purchased Through Mipfs Inc/Fixed Income 875,000 Par Value At 99.895 %		-874,081.25	874,081.25
08/08/16	Purchase	Purchased 350,000 Par Value Of Microsoft Corp 1.550% 8/08/21 Trade Date 8/2/16 Purchased Through J.P. Morgan Securities LLC Purchased On The OTC Bulletin Board 350,000 Par Value At 99.847 %		-349,464.50	349,464.50
08/08/16	Asset Income	Interest Earned On IBM Corp 1.125% 2/06/18 0.005625 USD/\$1 Pv On 1,700,000 Par Value Due 8/6/16	9,562.50		
08/10/16	Purchase	Purchased 840,000 Par Value Of Nissan Auto 1.070% 5/15/19 Trade Date 8/2/16 Purchased Through Wells Fargo Securities, LLC 840,000 Par Value At 99.99606 %		-839,966.90	839,966.90
08/15/16	Asset Income	Interest Earned On Toyota Auto 1.440% 2/15/19 0.000933 USD/\$1 Pv On 1,030,000 Par Value Due 8/15/16	961.33		
08/15/16	Asset Income	Interest Earned On Toyota Auto 0.670% 12/15/17 \$0.00056/Pv On 386,549.51 Pv Due 8/15/16	215.83		



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TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
08/15/16	Sale	Paid Down 57,629.46 Par Value Of Toyota Auto 0.670% 12/15/17 Trade Date 8/15/16		57,629.46	-57,609.14
08/15/16	Asset Income	Interest Earned On Toyota Auto 0.930% 2/15/18 \$0.00077/Pv On 444,339.24 Pv Due 8/15/16	340.66		
08/15/16	Sale	Paid Down 55,320.84 Par Value Of Toyota Auto 0.930% 2/15/18 Trade Date 8/15/16		55,320.84	-55,316.39
08/15/16	Asset Income	Interest Earned On Chase Issuance Trust 1.010% 10/15/18 0.000842 USD/\$1 Pv On 1,030,000 Par Value Due 8/15/16	866.92		
08/15/16	Asset Income	Interest Earned On Honda Auto 0.880% 6/15/18 \$0.00073/Pv On 610,502.94 Pv Due 8/15/16	447.70		
08/15/16	Sale	Paid Down 58,109.35 Par Value Of Honda Auto 0.880% 6/15/18 Trade Date 8/15/16		58,109.35	-58,098.14
08/15/16	Asset Income	Interest Earned On John Deere Owner 1.070% 11/15/18 \$0.00089/Pv On 961,193.84 Pv Due 8/15/16	857.07		
08/15/16	Sale	Paid Down 68,466.59 Par Value Of John Deere Owner 1.070% 11/15/18 Trade Date 8/15/16		68,466.59	-68,465.86
08/15/16	Asset Income	Interest Earned On John Deere Owner 0.870% 8/15/17 \$0.00072/Pv On 25,554.67 Pv Due 8/15/16	18.53		
08/15/16	Sale	Paid Down 10,690.41 Par Value Of John Deere Owner 0.870% 8/15/17 Trade Date 8/15/16		10,690.41	-10,688.95
08/15/16	Asset Income	Interest Earned On John Deere Owner 0.920% 4/16/18 \$0.00077/Pv On 520,340.57 Pv Due 8/15/16	398.93		



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TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
08/15/16	Sale	Paid Down 54,734.76 Par Value Of John Deere Owner 0.920% 4/16/18 Trade Date 8/15/16		54,734.76	-54,725.99
08/15/16	Asset Income	Interest Earned On John Deere Owner 1.360% 4/15/20 \$0.00113/Pv On 1,010,000.00 Pv Due 8/15/16	1,144.67		
08/15/16	Asset Income	Interest Earned On Costco Wholesale 1.750% 2/15/20 0.00875 USD/\$1 Pv On 900,000 Par Value Due 8/15/16	7,875.00		
08/18/16	Asset Income	Interest Earned On Honda Auto 1.340% 8/18/18 \$0.00084/Pv On 1,035,000.00 Pv Due 8/18/16	871.13		
08/18/16	Asset Income	Interest Earned On F H L B Deb 1.375% 2/18/21 0.006875 USD/\$1 Pv On 2,235,000 Par Value Due 8/18/16	15,365.63		
08/18/16	Asset Income	Interest Earned On State Street Corp 2.550% 8/18/20 0.01275 USD/\$1 Pv On 1,750,000 Par Value Due 8/18/16	22,312.50		
08/19/16	Asset Income	Interest Earned On F N M A 1.875% 2/19/19 0.009375 USD/\$1 Pv On 2,155,000 Par Value Due 8/19/16	20,203.13		
08/22/16	Asset Income	Interest Earned On Honda Auto 1.040% 2/21/19 \$0.00087/Pv On 1,255,000.00 Pv Due 8/21/16	1,087.67		
08/22/16	Asset Income	Interest Earned On F F C B Deb 0.660% 2/22/17 0.0033 USD/\$1 Pv On 335,000 Par Value Due 8/22/16	1,105.50		
08/25/16	Asset Income	Interest Earned On Honda Auto 0.693% 3/19/18 \$0.00072/Pv On 384,756.56 Pv Due 8/18/16	246.89		
08/25/16	Sale	Paid Down 40,607.82 Par Value Of Honda Auto 0.693% 3/19/18 Revised 8/18/16 P&I		40,607.82	-40,602.94



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TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
08/25/16	Fee	Trust Fees Collected Charged For Period 07/01/2016 Thru 07/31/2016		-104.17	
08/26/16	Asset Income	Interest Earned On F N M A Deb 1.375% 2/26/21 0.006875 USD/\$1 Pv On 2,700,000 Par Value Due 8/26/16	18,562.50		
08/30/16	Sale	Sold 750,000 Par Value Of U S Treasury Nt 0.500% 7/31/17 Trade Date 8/29/16 Sold Through Mlpfs Inc/Fixed Income Sold On The OTC Bulletin Board 750,000 Par Value At 99.870759 %		749,030.69	-739,220.70
08/30/16	Sell Accrued Interest	Received Accrued Interest On Sale Of U S Treasury Nt 0.500% 7/31/17 Income Credit 305.71 USD	305.71		
08/30/16	Purchase	Purchased 2,875,000 Par Value Of Bank Of Nova C D 1.260% 3/01/17 Trade Date 8/29/16 Purchased Through Citigroup Global Markets Inc. Purchased On The NYSE Alternext US 2,875,000 Par Value At 99.999978 %		-2,874,999.37	2,874,999.37
08/30/16	Sale	Sold 1,725,000 Par Value Of F N M A M T N 1.250% 1/30/17 Trade Date 8/29/16 Sold Through Pershing LLC 1,725,000 Par Value At 100.304 %		1,730,244.00	-1,763,505.45
08/30/16	Sell Accrued Interest	Received Accrued Interest On Sale Of F N M A M T N 1.250% 1/30/17 Income Credit 1,796.88 USD	1,796.88		
08/31/16	Asset Income	Interest Earned On U S Treasury Nt 1.375% 2/28/19 0.006875 USD/\$1 Pv On 2,000,000 Par Value Due 8/31/16	13,750.00		
08/31/16	Asset Income	Interest Earned On U S Treasury Nt 2.000% 2/28/21 0.01 USD/\$1 Pv On 1,500,000 Par Value Due 8/31/16	15,000.00		
	Purchase	Combined Purchases For The Period 8/ 1/16 - 8/31/16 Of First Amer Govt Oblig Fund Cl D		-3,263,693.24	3,263,693.24



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TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
	Sale	Combined Sales For The Period 8/ 1/16 - 8/31/16 Of First Amer Govt Oblig Fund Cl D		3,197,041.08	-3,197,041.08
Ending Balance 08/31/2016			\$6,495,739.76	-\$6,495,739.76	\$141,673,053.07

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SALE/MATURITY SUMMARY

Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Taxable Bonds				
F N M A 1.125 04/27/2017 3135G0JA2				
08/04/16	Sold 1,750,000 Par Value Trade Date 8/3/16 Sold Through Citigroup Global Markets Inc. Sold On The OTC Bulletin Board 1,750,000 Par Value At 100.401 %	-1,767,780.00	1,757,017.50	-10,762.50
F N M A M T N 1.250 01/30/2017 3135G0GY3				
08/30/16	Sold 1,725,000 Par Value Trade Date 8/29/16 Sold Through Pershing LLC 1,725,000 Par Value At 100.304 %	-1,763,505.45	1,730,244.00	-33,261.45
F N M A Deb 0.875 12/20/2017 3135G0RT2				
08/04/16	Sold 200,000 Par Value Trade Date 8/4/16 Sold Through Bmo Capital Markets Corp. 200,000 Par Value At 100.236 %	-199,488.00	200,472.00	984.00



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SALE/MATURITY SUMMARY (continued)

Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Honda Auto Receivables Owner Trust A B S Ser 2014 2 CI A3 0.770 03/19/2018 HA00618				
08/25/16	Paid Down 40,607.82 Par Value Revised 8/18/16 P&I	-40,602.94	40,607.82	4.88
Honda Auto Receivables Owner Trust A B S Ser 2014 3 CI A3 0.880 06/15/2018 43814HAC2				
08/15/16	Paid Down 58,109.35 Par Value Trade Date 8/15/16	-58,098.14	58,109.35	11.21
John Deere Owner Trust A B S Ser 2013 B CI A3 0.870 08/15/2017 477879AC4				
08/15/16	Paid Down 10,690.41 Par Value Trade Date 8/15/16	-10,688.95	10,690.41	1.46
John Deere Owner Trust A B S Ser 2014 B CI A3 1.070 11/15/2018 477877AD6				
08/15/16	Paid Down 68,466.59 Par Value Trade Date 8/15/16	-68,465.86	68,466.59	0.73



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SALE/MATURITY SUMMARY (continued)

Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
John Deere Owner Trust C M O Ser 2014 A Cl A3 0.920 04/16/2018 47787VAC5				
08/15/16	Paid Down 54,734.76 Par Value Trade Date 8/15/16	-54,725.99	54,734.76	8.77
Toyota Auto Receivables Owner Tr A B S Ser 15 C Cl A2A 0.930 02/15/2018 89231TAB6				
08/15/16	Paid Down 55,320.84 Par Value Trade Date 8/15/16	-55,316.39	55,320.84	4.45
Toyota Auto Revelvables Owner Trust A B S Ser 2014 A Cl A3 0.670 12/15/2017 89231MAC9				
08/15/16	Paid Down 57,629.46 Par Value Trade Date 8/15/16	-57,609.14	57,629.46	20.32



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SALE/MATURITY SUMMARY (continued)

Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
U S Treasury Note 0.500 07/31/2017 UST0517				
08/30/16	Sold 750,000 Par Value Trade Date 8/29/16 Sold Through Mlpfs Inc/Fixed Income Sold On The OTC Bulletin Board 750,000 Par Value At 99.870759 %	-739,220.70	749,030.69	9,809.99
Total Taxable Bonds		-\$4,815,501.56	\$4,782,323.42	-\$33,178.14
Total Sales & Maturities		-\$4,815,501.56	\$4,782,323.42	-\$33,178.14

SALE/MATURITY SUMMARY MESSAGES

Estimated Year-To-Date Short-Term Gain (Loss): \$97.91

Estimated Year-To-Date Long-Term Gain (Loss): (\$254,935.74)

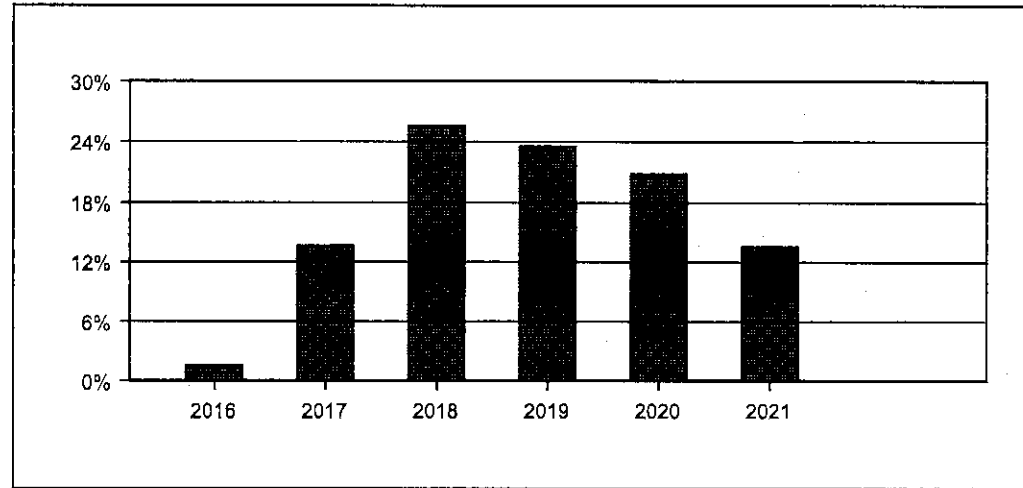
Estimates should not be used for tax purposes



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BOND SUMMARY



	Par Value	Market Value	Percentage of Category
MATURITY			
2016	2,550,000.00	2,554,134.50	1.79
2017	19,773,784.31	19,818,381.75	13.86
2018	36,753,893.79	36,946,197.87	25.83
2019	33,500,000.00	33,912,096.10	23.71
2020	29,715,000.00	30,179,122.45	21.09
2021	19,500,000.00	19,628,938.60	13.72
Total of Category	\$141,792,678.10	\$143,038,871.27	100.00

MOODY'S RATING

AAA	98,800,284.51	99,561,197.28	69.60
AA1	1,800,000.00	1,799,694.00	1.26
AA2	3,460,000.00	3,469,237.15	2.43
AA3	3,455,000.00	3,465,874.60	2.42



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August 1, 2016 to August 31, 2016

BOND SUMMARY (continued)

	Par Value	Market Value	Percentage of Category
A1	20,040,000.00	20,422,453.50	14.28
A2	5,820,000.00	5,873,466.20	4.11
N/A	5,542,393.59	5,572,121.04	3.90
NOT RATED	2,875,000.00	2,874,827.50	2.00
Total of Category	\$141,792,678.10	\$143,038,871.27	100.00
S&P RATING			
AAA	7,864,480.78	7,875,488.86	5.51
AA+	66,155,000.00	66,686,533.65	46.62
AA	2,105,000.00	2,112,042.00	1.48
AA-	8,095,000.00	8,140,274.90	5.69
A+	9,415,000.00	9,611,545.40	6.72
A	11,485,000.00	11,659,578.90	8.15
N/A	33,798,197.32	34,078,580.06	23.82
NOT RATED	2,875,000.00	2,874,827.50	2.01
Total of Category	\$141,792,678.10	\$143,038,871.27	100.00



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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.



003267
-W -245

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

000001471 03 SP 000638521780836 P

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





CHANDLER ASSET MANAGEMENT

Monthly Account Statement

City of Chino Hills

August 1, 2016 through August 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.



Portfolio Summary

As of 8/31/2016

PORTFOLIO CHARACTERISTICS

Average Duration	2.48
Average Coupon	1.41 %
Average Purchase YTM	1.44 %
Average Market YTM	1.07 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.68 yrs
Average Life	2.55 yrs

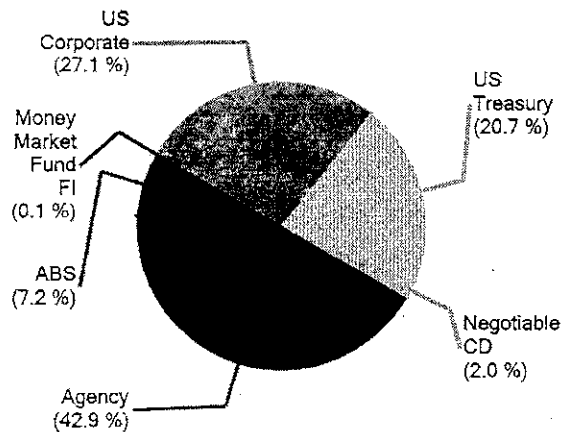
ACCOUNT SUMMARY

	Beg. Values as of 7/31/16	End Values as of 8/31/16
Market Value	143,463,262	143,131,686
Accrued Interest	455,172	468,942
Total Market Value	143,918,434	143,600,628
Income Earned	159,790	168,950
Cont/WD		-9,048
Par	141,728,470	141,885,413
Book Value	141,568,716	141,722,394
Cost Value	141,562,540	141,673,053

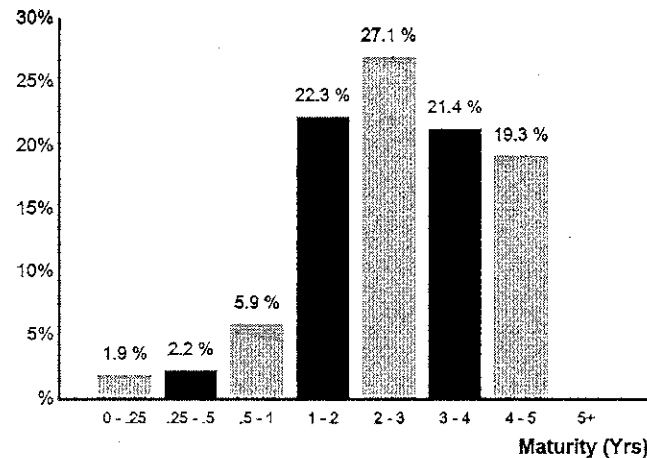
TOP ISSUERS

Issuer	% Portfolio
Government of United States	20.7 %
Federal National Mortgage Assoc	14.9 %
Federal Home Loan Mortgage Corp	14.3 %
Federal Home Loan Bank	10.2 %
John Deere ABS	2.5 %
Honda ABS	2.2 %
Bank of Nova Scotia	2.0 %
State Street Bank	1.9 %
	68.8 %

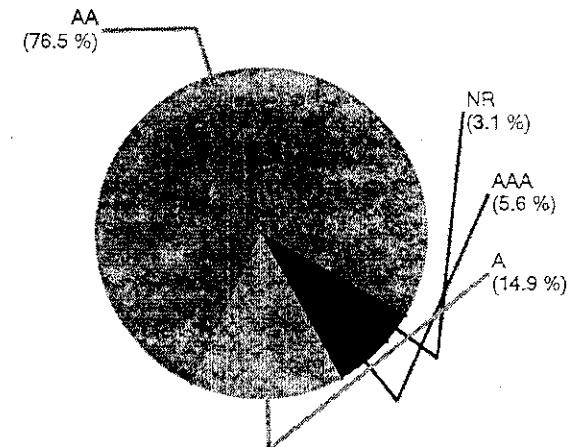
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 8/31/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			2/28/2011	Since 2/28/2011
City of Chino Hills	-0.21 %	0.67 %	2.16 %	2.20 %	1.74 %	1.23 %	N/A	1.33 %	7.54 %
BAML 1-5 Yr US Treasury/Agency Index*	-0.30 %	0.60 %	2.00 %	1.87 %	1.55 %	0.93 %	N/A	1.10 %	6.19 %

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



City of Chino Hills
August 31, 2016

COMPLIANCE WITH INVESTMENT POLICY

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

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



Reconciliation Summary

As of 8/31/2016

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$141,588,715.80
Acquisition		
+ Security Purchases	\$4,938,512.02	
+ Money Market Fund Purchases	\$2,453,684.72	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$7,392,196.74
Dispositions		
- Security Sales	\$4,436,764.19	
- Money Market Fund Sales	\$2,457,134.74	
- MMF Withdrawals	\$9,047.82	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$345,559.23	
Total Dispositions		\$7,248,505.98
Amortization/Accretion		
+/- Net Accretion	\$2,441.77	
		\$2,441.77
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$7,545.36	
		\$7,545.36
Ending Book Value		\$141,722,393.69

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$105,232.76
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$4,436,764.19	
Accrued Interest Received	\$7,621.17	
Interest Received	\$145,100.34	
Dividend Received	\$17.07	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$345,559.23	
Total Acquisitions	\$4,935,062.00	
Disposition		
Withdrawals	\$9,047.82	
Security Purchase	\$4,938,512.02	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$4,947,559.84	
Ending Book Value		\$92,734.92



Holdings Report

As of 8/31/16

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	14,864.26	08/27/2013 0.88 %	14,862.23 14,863.77	99.98 1.20 %	14,861.82 5.75	0.01 % (1.95)	Aaa / NR AAA	0.96 0.05
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	328,920.05	Various 0.71 %	328,804.08 328,897.76	99.90 1.13 %	328,593.76 97.94	0.23 % (304.00)	Aaa / AAA NR	1.29 0.22
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	389,018.40	08/18/2015 0.93 %	388,987.13 389,000.00	99.98 1.00 %	388,932.82 159.07	0.27 % (67.18)	Aaa / AAA NR	1.46 0.27
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	344,148.74	05/13/2014 0.78 %	344,107.38 344,138.94	99.89 1.07 %	343,768.80 95.69	0.24 % (370.14)	Aaa / AAA NR	1.55 0.37
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	465,605.81	04/02/2014 0.93 %	465,531.22 465,590.51	99.92 1.15 %	465,238.45 190.38	0.32 % (352.06)	Aaa / NR AAA	1.62 0.34
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	552,393.59	08/12/2014 0.89 %	552,287.03 552,361.72	99.96 0.98 %	552,151.64 216.05	0.38 % (210.08)	NR / AAA AAA	1.79 0.43
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 1,034,919.75	99.93 1.14 %	1,034,258.94 377.49	0.72 % (660.81)	NR / AAA AAA	1.80 0.55
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 1,030,958.62	100.02 0.85 %	1,030,174.07 462.36	0.72 % (784.55)	Aaa / AAA AAA	2.12 0.11
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	892,727.25	Various 1.07 %	892,717.74 892,740.38	99.95 1.18 %	892,258.56 424.54	0.62 % (481.82)	Aaa / NR AAA	2.21 0.52
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 1,029,923.21	100.09 1.00 %	1,030,881.68 512.71	0.72 % 958.47	Aaa / AAA NR	2.46 0.72
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 1,199,929.62	99.85 1.25 %	1,198,243.20 1,235.33	0.84 % (1,686.42)	Aaa / NR AAA	2.46 0.98
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 1,254,873.30	99.95 1.10 %	1,254,418.94 362.56	0.87 % (454.36)	NR / AAA AAA	2.48 0.82
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	840,000.00	08/02/2016 1.08 %	839,966.90 839,967.62	99.89 1.16 %	839,091.12 524.30	0.58 % (876.50)	Aaa / NR AAA	2.70 1.01
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 1,009,860.36	100.01 1.36 %	1,010,133.32 610.49	0.70 % 272.96	Aaa / NR AAA	3.62 1.71
Total ABS		10,387,678.10	1.05 %	10,387,987.96 10,388,025.56	1.12 %	10,383,007.12 5,274.66	7.23 % (5,018.44)	Aaa / AAA Aaa	2.29 0.71
AGENCY									
31331JX32	FFCB Note 1.7% Due 10/28/2016	1,850,000.00	08/10/2012 0.73 %	1,924,536.50 1,852,764.20	100.21 0.37 %	1,853,894.25 10,745.42	1.30 % 1,130.05	Aaa / AA+ AAA	0.16 0.16
3133ECG99	FFCB Note 0.66% Due 2/22/2017	335,000.00	05/10/2013 0.66 %	335,020.10 335,002.53	100.05 0.56 %	335,153.43 55.28	0.23 % 150.90	Aaa / AA+ AAA	0.48 0.47
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	2,250,000.00	07/30/2012 0.81 %	2,296,620.00 2,256,755.36	100.47 0.57 %	2,260,611.00 8,515.63	1.58 % 3,855.64	Aaa / AA+ AAA	0.70 0.69
313379FW4	FHLB Note 1% Due 6/9/2017	2,250,000.00	07/27/2012 0.86 %	2,264,737.50 2,252,333.09	100.26 0.67 %	2,255,739.75 5,125.00	1.57 % 3,406.66	Aaa / AA+ AAA	0.77 0.77



Holdings Report

As of 8/31/16

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									
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,350,000.00	10/10/2014 0.98 %	1,350,780.30 1,350,283.68	100.29 0.73 %	1,353,879.90 5,700.00	0.95 % 3,596.22	Aaa / AA+ AAA	1.08 1.07
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,575,000.00	02/22/2013 0.93 %	1,570,968.00 1,573,911.20	100.11 0.79 %	1,576,723.05 2,717.97	1.10 % 2,811.85	Aaa / AA+ AAA	1.30 1.29
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	2,225,000.00	Various 1.01 %	2,198,973.68 2,217,288.74	99.89 0.83 %	2,222,650.40 2,271.35	1.55 % 5,361.66	Aaa / AA+ AAA	1.37 1.35
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	2,225,000.00	Various 1.47 %	2,166,092.75 2,205,689.59	100.00 0.87 %	2,225,002.23 9,409.90	1.56 % 19,312.64	Aaa / AA+ AAA	1.52 1.50
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	2,200,000.00	03/20/2015 1.02 %	2,207,218.20 2,203,842.46	100.40 0.88 %	2,208,872.60 8,662.50	1.54 % 5,030.14	Aaa / AA+ AAA	1.65 1.63
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	575,000.00	Various 1.45 %	560,793.27 569,513.67	100.07 0.83 %	575,419.75 1,397.57	0.40 % 5,906.08	Aaa / AA+ AAA	1.72 1.70
313379DT3	FHLB Note 1.25% Due 6/8/2018	2,600,000.00	Various 1.23 %	2,600,514.00 2,601,003.45	100.58 0.92 %	2,615,207.40 7,493.05	1.83 % 14,203.95	Aaa / AA+ AAA	1.77 1.74
3135G0E33	FNMA Note 1.125% Due 7/20/2018	2,175,000.00	Various 1.18 %	2,171,230.15 2,172,714.75	100.46 0.88 %	2,184,963.68 2,786.72	1.52 % 12,248.93	Aaa / AA+ AAA	1.88 1.86
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	2,560,000.00	Various 1.49 %	2,584,996.65 2,573,471.79	101.66 0.96 %	2,602,406.41 16,924.45	1.82 % 28,934.62	Aaa / AA+ AAA	2.12 2.07
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	2,155,000.00	Various 1.78 %	2,164,027.03 2,159,911.69	102.22 0.96 %	2,202,909.96 1,346.88	1.53 % 42,998.27	Aaa / AA+ AAA	2.47 2.41
3137EADZ9	FHLMC Note 1.125% Due 4/15/2019	2,900,000.00	07/28/2016 0.92 %	2,916,034.10 2,915,483.43	100.39 0.97 %	2,911,368.00 14,500.00	2.04 % (4,115.43)	Aaa / AA+ AAA	2.62 2.57
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,150,000.00	Various 1.78 %	2,147,365.90 2,148,527.73	102.12 0.97 %	2,195,644.50 9,510.77	1.54 % 47,116.77	Aaa / AA+ AAA	2.75 2.67
3135G0ZE6	FNMA Note 1.75% Due 6/20/2019	1,900,000.00	10/17/2014 1.55 %	1,916,606.00 1,909,959.70	102.11 0.98 %	1,940,103.30 6,557.64	1.36 % 30,143.60	Aaa / AA+ AAA	2.80 2.73
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,225,000.00	Various 1.80 %	2,167,581.20 2,190,695.26	100.66 1.02 %	2,239,591.55 2,317.71	1.56 % 48,896.29	Aaa / AA+ AAA	2.92 2.86
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,900,000.00	10/07/2014 1.80 %	1,895,725.00 1,897,373.25	102.12 1.04 %	1,940,346.50 15,609.03	1.36 % 42,973.25	Aaa / AA+ AAA	3.03 2.93
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	2,500,000.00	09/30/2015 1.31 %	2,494,100.00 2,495,459.06	100.64 1.04 %	2,515,887.50 12,934.03	1.76 % 20,428.44	Aaa / AA+ AAA	3.09 3.01
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	2,550,000.00	Various 1.59 %	2,525,807.60 2,530,676.80	100.94 1.11 %	2,573,980.20 11,687.50	1.80 % 43,103.40	Aaa / AA+ AAA	3.67 3.55
313383HU8	FHLB Note 1.75% Due 6/12/2020	2,500,000.00	09/15/2015 1.66 %	2,510,425.00 2,508,311.09	102.07 1.19 %	2,551,832.50 9,600.69	1.78 % 43,521.41	Aaa / AA+ NR	3.78 3.64
3135G0D75	FNMA Note 1.5% Due 6/22/2020	2,625,000.00	09/29/2015 1.49 %	2,626,417.50 2,626,140.89	101.32 1.14 %	2,659,681.50 7,546.88	1.86 % 33,540.61	Aaa / AA+ AAA	3.81 3.69
3135G0F73	FNMA Note 1.5% Due 11/30/2020	2,700,000.00	12/16/2015 1.90 %	2,648,970.00 2,656,272.08	101.16 1.22 %	2,731,287.60 10,237.50	1.91 % 75,015.52	Aaa / AA+ AAA	4.25 4.09



Holdings Report

As of 8/31/16

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									
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	2,235,000.00	02/17/2016 1.46 %	2,225,970.60 2,226,939.27	100.60 1.24 %	2,248,407.77 1,109.74	1.57 % 21,468.50	Aaa / AA+ AAA	4.47 4.32
3135G0J20	FNMA Note 1.375% Due 2/26/2021	2,700,000.00	Various 1.47 %	2,688,445.80 2,689,306.10	100.49 1.26 %	2,713,186.80 515.63	1.89 % 23,880.70	Aaa / AA+ AAA	4.49 4.34
3135G0K69	FNMA Note 1.25% Due 5/6/2021	2,875,000.00	Various 1.29 %	2,869,786.50 2,870,054.79	99.74 1.31 %	2,867,654.38 10,481.77	2.00 % (2,400.41)	Aaa / AA+ AAA	4.68 4.51
3130A8Q55	FHLB Note 1.125% Due 7/14/2021	2,800,000.00	07/22/2016 1.29 %	2,778,272.00 2,778,726.91	99.05 1.33 %	2,773,344.00 4,112.50	1.93 % (5,382.91)	Aaa / AA+ AAA	4.87 4.71
Total Agency		60,885,000.00	1.35 %	60,808,015.33 60,768,612.56	0.99 %	61,335,749.91 199,873.11	42.85 % 567,137.35	Aaa / AA+ Aaa	2.73 2.65
MONEY MARKET FUND FI									
31846V401	First American Govt Obligation MMKT Class-D	92,734.92	Various 0.00 %	92,734.92 92,734.92	1.00 0.00 %	92,734.92 0.00	0.06 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		92,734.92	N/A	92,734.92 92,734.92	0.00 %	92,734.92 0.00	0.06 % 0.00	Aaa / AAA NR	0.00 0.00
NEGOTIABLE CD									
06417GNP9	Bank of Nova Scotia Yankee CD 1.26% Due 3/1/2017	2,875,000.00	08/29/2016 1.26 %	2,874,999.37 2,874,999.38	100.00 1.26 %	2,874,999.38 301.88	2.00 % 0.00	P-1 / A-1 F-1+	0.50 0.50
Total Negotiable CD		2,875,000.00	1.26 %	2,874,999.37 2,874,999.38	1.26 %	2,874,999.38 301.88	2.00 % 0.00	P-1 / A-1 F-1+	0.50 0.50
US CORPORATE									
24422ERF8	John Deere Capital Corp Note 1.85% Due 9/15/2016	700,000.00	07/27/2012 1.08 %	721,756.00 700,202.25	100.03 0.99 %	700,231.00 5,971.39	0.49 % 28.75	A2 / A NR	0.04 0.04
36962G5W0	General Electric Capital Corp Note 2.3% Due 4/27/2017	675,000.00	08/20/2012 1.76 %	691,260.75 677,265.84	100.84 1.01 %	680,686.88 5,347.50	0.48 % 3,421.04	A1 / AA+ AA-	0.65 0.65
084664BS9	Berkshire Hathaway Note 1.6% Due 5/15/2017	1,100,000.00	08/26/2013 1.51 %	1,103,630.00 1,100,685.82	100.42 1.00 %	1,104,604.60 5,182.22	0.77 % 3,918.78	Aa2 / AA A+	0.70 0.70
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	360,000.00	05/12/2014 1.13 %	359,683.20 359,926.00	100.08 0.98 %	360,290.16 1,166.00	0.25 % 364.16	A1 / AA A+	0.70 0.70
25468PCZ7	Walt Disney Company Note 0.875% Due 5/30/2017	800,000.00	07/22/2016 0.78 %	800,664.00 800,586.14	100.01 0.86 %	800,092.80 1,769.44	0.56 % (493.34)	A2 / A A	0.75 0.74
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	1,770,000.00	Various 1.43 %	1,755,367.00 1,765,510.98	100.29 0.94 %	1,775,216.19 8,024.00	1.24 % 9,705.21	A1 / AA- A+	1.12 1.11
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 1,710,260.47	100.15 0.98 %	1,717,490.18 4,523.03	1.20 % 7,229.71	Aa2 / AA- NR	1.26 1.17
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,375,000.00	Various 1.30 %	1,378,106.50 1,375,773.98	100.45 1.00 %	1,381,162.75 3,918.75	0.96 % 5,388.77	A1 / A+ A+	1.29 1.27



Holdings Report

As of 8/31/16

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									
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	1,755,000.00	Various 1.43 %	1,755,583.65 1,755,349.49	100.39 1.16 %	1,761,876.09 3,463.68	1.23 % 6,526.60	Aa3 / AA- A	1.37 1.35
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,700,000.00	Various 1.23 %	1,694,929.00 1,697,472.43	100.24 0.96 %	1,704,000.10 1,328.13	1.19 % 6,527.67	Aa3 / AA- A+	1.44 1.42
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	645,000.00	04/04/2013 1.14 %	644,406.60 644,809.24	100.33 0.92 %	647,143.34 2,821.88	0.45 % 2,334.10	Aa2 / AA AA	1.61 1.59
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	1,180,000.00	Various 1.26 %	1,179,528.40 1,179,739.04	100.38 1.02 %	1,184,469.84 4,957.64	0.83 % 4,730.80	A1 / A A	1.66 1.64
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,800,000.00	Various 1.25 %	1,783,023.40 1,792,643.12	99.98 1.01 %	1,799,699.41 5,900.00	1.26 % 7,056.29	Aa1 / AA+ NR	1.67 1.65
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	1,770,000.00	Various 1.84 %	1,787,921.40 1,780,032.92	101.98 1.17 %	1,805,003.52 14,731.57	1.27 % 24,970.60	A1 / A+ NR	2.11 2.05
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,400,000.00	01/08/2015 1.68 %	1,377,978.00 1,387,409.23	100.23 1.14 %	1,403,182.20 5,541.67	0.98 % 15,772.97	A2 / A NR	2.19 2.14
91159HHE3	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	140,000.00	02/12/2014 1.90 %	140,296.80 140,135.13	101.55 1.21 %	142,164.26 803.83	0.10 % 2,029.13	A1 / A+ AA	2.21 2.07
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	1,095,000.00	Various 1.78 %	1,100,497.65 1,099,121.14	101.76 1.17 %	1,114,229.30 4,626.38	0.78 % 15,108.16	A2 / A NR	2.28 2.22
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 1,008,458.09	102.69 1.15 %	1,026,898.00 3,002.78	0.72 % 18,439.91	A1 / AA+ NR	2.37 2.30
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,155,000.00	Various 2.04 %	1,159,623.65 1,157,312.54	102.31 1.18 %	1,181,686.28 12,271.88	0.83 % 24,373.74	A1 / AA- NR	2.50 2.41
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 1,710,477.92	102.20 1.32 %	1,737,459.51 13,090.00	1.22 % 26,981.59	A1 / A+ AA	2.65 2.48
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 1,820,495.41	102.42 1.45 %	1,859,002.86 19,712.92	1.31 % 38,507.45	A1 / A AA-	3.03 2.82
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,825,000.00	Various 2.19 %	1,821,821.60 1,822,669.34	101.68 1.64 %	1,855,736.65 3,378.79	1.29 % 33,067.31	A2 / A AA-	3.42 3.28
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	900,000.00	02/05/2015 1.77 %	899,055.00 899,346.17	101.31 1.36 %	911,755.80 700.00	0.64 % 12,409.63	A1 / A+ A+	3.46 3.34
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	1,730,000.00	Various 2.46 %	1,713,310.25 1,717,337.28	102.93 1.44 %	1,780,647.48 10,920.62	1.25 % 63,310.20	A1 / A+ NR	3.72 3.54
857477AS2	State Street Bank Note 2.55% Due 8/18/2020	1,750,000.00	01/21/2016 2.17 %	1,778,420.00 1,774,684.12	103.63 1.60 %	1,813,472.50 1,611.46	1.26 % 38,788.38	A1 / A AA-	3.97 3.77
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	675,000.00	10/29/2015 2.02 %	674,460.00 674,549.56	102.04 1.48 %	688,797.00 4,425.00	0.48 % 14,247.44	Aaa / AAA AA+	4.18 3.90
92826CAB8	Visa Inc Note 2.2% Due 12/14/2020	1,800,000.00	Various 1.60 %	1,845,865.00 1,844,177.69	102.96 1.48 %	1,853,328.60 8,470.00	1.30 % 9,150.91	A1 / A+ NR	4.29 4.07



Holdings Report

As of 8/31/16

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									
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 1,814,195.00	102.70 1.60 %	1,843,488.34 19,720.87	1.30 % 29,293.34	Aaa / AA+ NR	4.50 4.23
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	920,000.00	05/16/2016 1.96 %	919,521.60 919,549.11	101.00 1.73 %	929,167.80 5,083.00	0.65 % 9,618.69	A1 / A AA-	4.72 4.47
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	1,225,000.00	Various 1.57 %	1,223,545.75 1,223,564.87	99.88 1.57 %	1,223,506.73 1,213.09	0.85 % (58.14)	Aaa / AAA AA+	4.94 4.73
Total US Corporate		38,270,000.00	1.70 %	38,373,880.90 38,353,740.32	1.25 %	38,786,490.17 183,677.52	27.14 % 432,749.85	A1 / AA- AA-	2.51 2.40
US TREASURY									
912828TG5	US Treasury Note 0.5% Due 7/31/2017	1,000,000.00	Various 0.80 %	985,627.60 997,354.90	99.84 0.67 %	998,438.00 434.79	0.70 % 1,083.10	Aaa / AA+ AAA	0.92 0.91
912828VE7	US Treasury Note 1% Due 5/31/2018	1,900,000.00	Various 1.14 %	1,889,564.96 1,895,541.35	100.35 0.80 %	1,906,680.40 4,827.87	1.33 % 11,139.05	Aaa / AA+ AAA	1.75 1.73
912828WD8	US Treasury Note 1.25% Due 10/31/2018	2,300,000.00	Various 1.37 %	2,284,484.27 2,294,357.47	100.88 0.84 %	2,320,214.70 9,687.50	1.62 % 25,857.23	Aaa / AA+ AAA	2.17 2.13
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,800,000.00	Various 1.54 %	1,775,771.66 1,788,691.51	100.90 0.84 %	1,816,241.40 5,717.21	1.27 % 27,549.89	Aaa / AA+ AAA	2.25 2.21
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,950,000.00	10/07/2014 1.53 %	1,927,154.97 1,937,214.90	100.93 0.86 %	1,968,129.15 2,119.57	1.37 % 30,914.25	Aaa / AA+ AAA	2.42 2.37
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	Various 1.60 %	1,979,996.92 1,988,996.74	101.27 0.86 %	2,025,312.00 75.97	1.41 % 36,315.26	Aaa / AA+ AAA	2.50 2.46
912828ST8	US Treasury Note 1.25% Due 4/30/2019	1,825,000.00	06/10/2014 1.68 %	1,788,577.40 1,805,175.82	101.00 0.87 %	1,843,178.83 7,686.82	1.29 % 38,003.01	Aaa / AA+ AAA	2.66 2.61
912828UB4	US Treasury Note 1% Due 11/30/2019	2,000,000.00	Various 1.56 %	1,947,692.25 1,965,198.73	100.09 0.97 %	2,001,876.00 5,081.97	1.40 % 36,677.27	Aaa / AA+ AAA	3.25 3.18
912828H52	US Treasury Note 1.25% Due 1/31/2020	2,400,000.00	Various 1.49 %	2,375,218.98 2,381,068.67	100.80 1.01 %	2,419,219.20 2,608.70	1.69 % 38,150.53	Aaa / AA+ AAA	3.42 3.33
912828J84	US Treasury Note 1.375% Due 3/31/2020	2,250,000.00	10/23/2015 1.35 %	2,252,204.80 2,251,781.01	101.19 1.04 %	2,276,718.75 13,017.42	1.59 % 24,937.74	Aaa / AA+ AAA	3.58 3.47
912828VF4	US Treasury Note 1.375% Due 5/31/2020	2,350,000.00	07/10/2015 1.62 %	2,323,478.58 2,329,662.95	101.13 1.07 %	2,376,529.15 8,210.55	1.66 % 46,866.20	Aaa / AA+ AAA	3.75 3.64
912828L99	US Treasury Note 1.375% Due 10/31/2020	2,650,000.00	11/23/2015 1.71 %	2,608,499.12 2,614,990.11	100.98 1.13 %	2,675,983.25 12,277.85	1.87 % 60,993.14	Aaa / AA+ AAA	4.17 4.02
912828N89	US Treasury Note 1.375% Due 1/31/2021	2,500,000.00	03/09/2016 1.40 %	2,497,566.98 2,497,803.88	100.91 1.16 %	2,522,655.00 2,989.13	1.76 % 24,851.12	Aaa / AA+ AAA	4.42 4.27
912828B90	US Treasury Note 2% Due 2/28/2021	1,500,000.00	04/26/2016 1.40 %	1,542,133.93 1,539,129.47	103.63 1.17 %	1,554,375.00 82.87	1.08 % 15,245.53	Aaa / AA+ AAA	4.50 4.30



Holdings Report

As of 8/31/16

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 TREASURY									
912828Q37	US Treasury Note 1.25% Due 3/31/2021	950,000.00	07/28/2016 1.08 %	957,462.16 957,313.44	100.33 1.18 %	953,154.00 4,996.58	0.67 % (4,159.44)	Aaa / AA+ AAA	4.58 4.42
Total US Treasury		29,375,000.00	1.46 %	29,135,434.58 29,244,280.95	0.97 %	29,658,704.83 79,814.80	20.71 % 414,423.88	Aaa / AA+ Aaa	3.16 3.07
TOTAL PORTFOLIO				141,673,053.06 141,722,393.69	1.07 %	143,131,686.33 468,941.97	100.00 % 1,409,292.64	Aa1 / AA Aaa	2.68 2.48
TOTAL MARKET VALUE PLUS ACCRUED						143,600,628.30			



Transaction Ledger

7/31/16 Thru 8/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2016	31846V401	13,906.25	First American Govt Obligation MMKT Class-D	1.000		13,906.25	0.00	13,906.25	0.00
Purchase	08/01/2016	31846V401	17.07	First American Govt Obligation MMKT Class-D	1.000		17.07	0.00	17.07	0.00
Purchase	08/04/2016	31846V401	1,762,322.19	First American Govt Obligation MMKT Class-D	1.000		1,762,322.19	0.00	1,762,322.19	0.00
Purchase	08/04/2016	31846V401	200,685.89	First American Govt Obligation MMKT Class-D	1.000		200,685.89	0.00	200,685.89	0.00
Purchase	08/06/2016	31846V401	9,562.50	First American Govt Obligation MMKT Class-D	1.000		9,562.50	0.00	9,562.50	0.00
Purchase	08/08/2016	594918BP8	875,000.00	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	99.895	1.57 %	874,081.25	0.00	874,081.25	0.00
Purchase	08/08/2016	594918BP8	350,000.00	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	99.847	1.58 %	349,464.50	0.00	349,464.50	0.00
Purchase	08/10/2016	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	99.996	1.08 %	839,966.90	0.00	839,966.90	0.00
Purchase	08/15/2016	31846V401	7,875.00	First American Govt Obligation MMKT Class-D	1.000		7,875.00	0.00	7,875.00	0.00
Purchase	08/15/2016	31846V401	866.92	First American Govt Obligation MMKT Class-D	1.000		866.92	0.00	866.92	0.00
Purchase	08/15/2016	31846V401	58,557.05	First American Govt Obligation MMKT Class-D	1.000		58,557.05	0.00	58,557.05	0.00
Purchase	08/15/2016	31846V401	10,708.94	First American Govt Obligation MMKT Class-D	1.000		10,708.94	0.00	10,708.94	0.00
Purchase	08/15/2016	31846V401	55,133.69	First American Govt Obligation MMKT Class-D	1.000		55,133.69	0.00	55,133.69	0.00
Purchase	08/15/2016	31846V401	69,323.66	First American Govt Obligation MMKT Class-D	1.000		69,323.66	0.00	69,323.66	0.00
Purchase	08/15/2016	31846V401	1,144.67	First American Govt Obligation MMKT Class-D	1.000		1,144.67	0.00	1,144.67	0.00
Purchase	08/15/2016	31846V401	55,661.50	First American Govt Obligation MMKT Class-D	1.000		55,661.50	0.00	55,661.50	0.00
Purchase	08/15/2016	31846V401	961.33	First American Govt Obligation MMKT Class-D	1.000		961.33	0.00	961.33	0.00
Purchase	08/15/2016	31846V401	57,845.29	First American Govt Obligation MMKT Class-D	1.000		57,845.29	0.00	57,845.29	0.00
Purchase	08/18/2016	31846V401	37,678.13	First American Govt Obligation MMKT Class-D	1.000		37,678.13	0.00	37,678.13	0.00



Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/18/2016	31846V401	871.13	First American Govt Obligation MMKT Class-D	1.000		871.13	0.00	871.13	0.00
Purchase	08/18/2016	31846V401	40,854.71	First American Govt Obligation MMKT Class-D	1.000		40,854.71	0.00	40,854.71	0.00
Purchase	08/19/2016	31846V401	20,203.13	First American Govt Obligation MMKT Class-D	1.000		20,203.13	0.00	20,203.13	0.00
Purchase	08/22/2016	31846V401	1,105.50	First American Govt Obligation MMKT Class-D	1.000		1,105.50	0.00	1,105.50	0.00
Purchase	08/22/2016	31846V401	1,087.67	First American Govt Obligation MMKT Class-D	1.000		1,087.67	0.00	1,087.67	0.00
Purchase	08/26/2016	31846V401	18,562.50	First American Govt Obligation MMKT Class-D	1.000		18,562.50	0.00	18,562.50	0.00
Purchase	08/30/2016	06417GNP9	2,875,000.00	Bank of Nova Scotia Yankee CD 1.26% Due 3/1/2017	100.000	1.26 %	2,874,999.37	0.00	2,874,999.37	0.00
Purchase	08/31/2016	31846V401	28,750.00	First American Govt Obligation MMKT Class-D	1.000		28,750.00	0.00	28,750.00	0.00
Subtotal			7,393,684.72				7,392,196.74	0.00	7,392,196.74	0.00
Short Sale	08/08/2016	31846V401	-874,081.25	First American Govt Obligation MMKT Class-D	1.000		-874,081.25	0.00	-874,081.25	0.00
Short Sale	08/08/2016	31846V401	-349,464.50	First American Govt Obligation MMKT Class-D	1.000		-349,464.50	0.00	-349,464.50	0.00
Short Sale	08/10/2016	31846V401	-839,966.90	First American Govt Obligation MMKT Class-D	1.000		-839,966.90	0.00	-839,966.90	0.00
Subtotal			-2,063,512.65				-2,063,512.65	0.00	-2,063,512.65	0.00
TOTAL ACQUISITIONS			5,330,172.07				5,328,684.09	0.00	5,328,684.09	0.00
DISPOSITIONS										
Closing Purchase	08/08/2016	31846V401	-624,429.00	First American Govt Obligation MMKT Class-D	1.000		-624,429.00	0.00	-624,429.00	0.00
Closing Purchase	08/08/2016	31846V401	-249,652.25	First American Govt Obligation MMKT Class-D	1.000		-249,652.25	0.00	-249,652.25	0.00
Closing Purchase	08/08/2016	31846V401	-249,652.25	First American Govt Obligation MMKT Class-D	1.000		-249,652.25	0.00	-249,652.25	0.00
Closing Purchase	08/08/2016	31846V401	-99,812.25	First American Govt Obligation MMKT Class-D	1.000		-99,812.25	0.00	-99,812.25	0.00



Transaction Ledger

7/31/16 Thru 8/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	08/10/2016	31846V401	-839,966.90	First American Govt Obligation MMKT Class-D	1.000		-839,966.90	0.00	-839,966.90	0.00
	Subtotal		-2,063,512.65				-2,063,512.65	0.00	-2,063,512.65	0.00
Sale	08/04/2016	3135G0JA2	1,750,000.00	FNMA Note 1.125% Due 4/27/2017	100.401	0.57 %	1,757,017.50	5,304.69	1,762,322.19	4,259.79
Sale	08/04/2016	3135G0RT2	200,000.00	FNMA Note 0.875% Due 12/20/2017	100.236	0.70 %	200,472.00	213.89	200,685.89	618.41
Sale	08/08/2016	31846V401	349,464.50	First American Govt Obligation MMKT Class-D	1.000		349,464.50	0.00	349,464.50	0.00
Sale	08/08/2016	31846V401	874,081.25	First American Govt Obligation MMKT Class-D	1.000		874,081.25	0.00	874,081.25	0.00
Sale	08/10/2016	31846V401	839,966.90	First American Govt Obligation MMKT Class-D	1.000		839,966.90	0.00	839,966.90	0.00
Sale	08/30/2016	3135G0GY3	1,725,000.00	FNMA Note 1.25% Due 1/30/2017	100.304	0.52 %	1,730,244.00	1,798.88	1,732,040.88	1,640.74
Sale	08/30/2016	31846V401	393,622.09	First American Govt Obligation MMKT Class-D	1.000		393,622.09	0.00	393,622.09	0.00
Sale	08/30/2016	912828TG5	750,000.00	US Treasury Note 0.5% Due 7/31/2017	99.871	0.64 %	749,030.69	305.71	749,336.40	1,026.42
	Subtotal		6,882,134.74				6,893,898.93	7,621.17	6,901,520.10	7,545.36
Paydown	08/15/2016	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	08/15/2016	43814HAC2	58,109.35	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		58,109.35	447.70	58,557.05	0.00
Paydown	08/15/2016	477877AD6	68,466.59	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		68,466.59	857.07	69,323.66	0.00
Paydown	08/15/2016	477879AC4	10,690.41	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		10,690.41	18.53	10,708.94	0.00
Paydown	08/15/2016	47787VAC5	54,734.76	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		54,734.76	398.93	55,133.69	0.00
Paydown	08/15/2016	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	08/15/2016	89231MAC9	57,629.46	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		57,629.46	215.83	57,845.29	0.00



Transaction Ledger

7/31/16 Thru 8/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	08/15/2016	89231TAB6	55,320.84	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	100.000		55,320.84	340.66	55,661.50	0.00
Paydown	08/15/2016	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	08/18/2016	43814GAC4	40,607.82	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		40,607.82	246.89	40,854.71	0.00
Paydown	08/18/2016	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	08/22/2016	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			345,559.23				345,559.23	7,457.33	353,016.56	0.00
Security Withdrawal	08/04/2016	31846V401	8,943.65	First American Govt Obligation MMKT Class-D	1.000		8,943.65	0.00	8,943.65	0.00
Security Withdrawal	08/25/2016	31846V401	104.17	First American Govt Obligation MMKT Class-D	1.000		104.17	0.00	104.17	0.00
Subtotal			9,047.82				9,047.82	0.00	9,047.82	0.00
TOTAL DISPOSITIONS			5,173,229.14				5,184,993.33	15,078.50	5,200,071.83	7,545.36
OTHER TRANSACTIONS										
Interest	08/01/2016	3137EADK2	2,225,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		13,906.25	0.00	13,906.25	0.00
Interest	08/06/2016	459200HZ7	1,700,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.000		9,562.50	0.00	9,562.50	0.00
Interest	08/15/2016	22160KAG0	900,000.00	Costco Wholesale Corp Note 1.75% Due 2/15/2020	0.000		7,875.00	0.00	7,875.00	0.00
Interest	08/18/2016	3130A7CV5	2,235,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		15,365.63	0.00	15,365.63	0.00
Interest	08/18/2016	857477AS2	1,750,000.00	State Street Bank Note 2.55% Due 8/18/2020	0.000		22,312.50	0.00	22,312.50	0.00
Interest	08/19/2016	3135G0ZA4	2,155,000.00	FNMA Note 1.875% Due 2/19/2019	0.000		20,203.13	0.00	20,203.13	0.00
Interest	08/22/2016	3133ECG99	335,000.00	FFCB Note 0.66% Due 2/22/2017	0.000		1,105.50	0.00	1,105.50	0.00
Interest	08/26/2016	3135G0J20	2,700,000.00	FNMA Note 1.375% Due 2/26/2021	0.000		18,562.50	0.00	18,562.50	0.00
Interest	08/31/2016	912828B90	1,500,000.00	US Treasury Note 2% Due 2/28/2021	0.000		15,000.00	0.00	15,000.00	0.00



Transaction Ledger

7/31/16 Thru 8/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	08/31/2016	912828SH4	2,000,000.00	US Treasury Note 1.375% Due 2/28/2019	0.000		13,750.00	0.00	13,750.00	0.00
	Subtotal		17,500,000.00				137,643.01	0.00	137,643.01	0.00
Dividend	08/01/2016	31846V401	754,942.24	First American Govt Obligation MMKT Class-D	0.000		17.07	0.00	17.07	0.00
	Subtotal		754,942.24				17.07	0.00	17.07	0.00
TOTAL OTHER TRANSACTIONS			18,254,942.24				137,660.08	0.00	137,660.08	0.00



Income Earned

7/31/16 Thru 8/31/16

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 Note 2.125% Due 10/10/2018	Various Various 1,770,000.00	1,780,437.37 0.00 0.00 1,780,032.92	11,597.18 0.00 14,731.57 3,134.39	0.00 404.45 (404.45) 2,729.94	0.00 0.00 2,729.94
037833AJ9	Apple Inc Note 1% Due 05/03/2018	Various Various 1,800,000.00	1,792,268.62 0.00 0.00 1,792,643.12	4,400.00 0.00 5,900.00 1,500.00	374.50 0.00 374.50 1,874.50	0.00 0.00 1,874.50
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 09/11/2019	Various Various 1,815,000.00	1,820,654.10 0.00 0.00 1,820,495.41	16,234.16 0.00 19,712.92 3,478.76	2.40 161.09 (158.69) 3,320.07	0.00 0.00 3,320.07
084664BS9	Berkshire Hathaway Note 1.6% Due 05/15/2017	08/26/2013 08/29/2013 1,100,000.00	1,100,768.86 0.00 0.00 1,100,685.82	3,715.56 0.00 5,182.22 1,466.66	0.00 83.04 (83.04) 1,383.62	0.00 0.00 1,383.62
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	09/03/2015 09/04/2015 1,030,000.00	1,030,997.01 0.00 0.00 1,030,958.62	462.36 866.92 462.36 866.92	0.00 38.39 (38.39) 828.53	0.00 0.00 828.53
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/05/2017	Various Various 1,715,000.00	1,709,941.09 0.00 0.00 1,710,260.47	2,945.23 0.00 4,523.03 1,577.80	331.10 11.72 319.38 1,897.18	0.00 0.00 1,897.18
17275RAR3	Cisco Systems Note 2.125% Due 03/01/2019	Various Various 1,155,000.00	1,157,391.23 0.00 0.00 1,157,312.54	10,226.57 0.00 12,271.88 2,045.31	3.90 82.59 (78.69) 1,966.62	0.00 0.00 1,966.62
22160KAG0	Costco Wholesale Corp Note 1.75% Due 02/15/2020	02/05/2015 02/17/2015 900,000.00	899,330.11 0.00 0.00 899,346.17	7,262.50 7,875.00 700.00 1,312.50	16.06 0.00 16.06 1,328.56	0.00 0.00 1,328.56
24422ERF8	John Deere Capital Corp Note 1.85% Due 09/15/2016	07/27/2012 08/01/2012 700,000.00	700,650.08 0.00 0.00 700,202.25	4,892.22 0.00 5,971.39 1,079.17	0.00 447.83 (447.83) 631.34	0.00 0.00 631.34
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	Various Various 1,095,000.00	1,099,274.50 0.00 0.00 1,099,121.14	2,847.00 0.00 4,626.38 1,779.38	12.48 165.84 (153.36) 1,626.02	0.00 0.00 1,626.02



Income Earned

7/31/16 Thru 8/31/16

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 Note 0.875% Due 05/30/2017	07/22/2016 07/27/2016 800,000.00	800,653.19 0.00 0.00 800,586.14	1,186.11 0.00 1,769.44 583.33	0.00 67.05 (67.05) 516.28	0.00 516.28
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	Various Various 1,795,000.00	1,814,557.39 0.00 0.00 1,814,195.00	16,397.13 0.00 19,720.87 3,323.74	0.00 362.39 (362.39) 2,961.35	0.00 2,961.35
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	03/20/2015 03/23/2015 2,200,000.00	2,204,040.66 0.00 0.00 2,203,842.46	6,600.00 0.00 8,662.50 2,062.50	0.00 198.20 (198.20) 1,864.30	0.00 1,864.30
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	02/17/2016 02/18/2016 2,235,000.00	2,226,786.06 0.00 0.00 2,226,939.27	13,914.43 15,365.63 1,109.74 2,560.94	153.21 0.00 153.21 2,714.15	0.00 2,714.15
3130A8QS5	FHLB Note 1.125% Due 07/14/2021	07/22/2016 07/25/2016 2,800,000.00	2,778,355.80 0.00 0.00 2,778,726.91	1,487.50 0.00 4,112.50 2,625.00	371.11 0.00 371.11 2,996.11	0.00 2,996.11
31331JX32	FFCB Note 1.7% Due 10/28/2016	08/10/2012 08/13/2012 1,850,000.00	1,854,267.54 0.00 0.00 1,852,764.20	8,124.58 0.00 10,745.42 2,620.84	0.00 1,503.34 (1,503.34) 1,117.50	0.00 1,117.50
313379DT3	FHLB Note 1.25% Due 06/08/2018	Various Various 2,600,000.00	2,601,051.69 0.00 0.00 2,601,003.45	4,784.72 0.00 7,493.05 2,708.33	95.25 143.49 (48.24) 2,660.09	0.00 2,660.09
313379FW4	FHLB Note 1% Due 06/09/2017	07/27/2012 07/30/2012 2,250,000.00	2,252,590.48 0.00 0.00 2,252,333.09	3,250.00 0.00 5,125.00 1,875.00	0.00 257.39 (257.39) 1,617.61	0.00 1,617.61
313383HU8	FHLB Note 1.75% Due 06/12/2020	09/15/2015 09/16/2015 2,500,000.00	2,508,497.79 0.00 0.00 2,508,311.09	5,954.86 0.00 9,600.69 3,645.83	0.00 186.70 (186.70) 3,459.13	0.00 3,459.13
3133ECG99	FFCB Note 0.66% Due 02/22/2017	05/10/2013 05/13/2013 335,000.00	335,002.98 0.00 0.00 335,002.53	976.53 1,105.50 55.28 184.25	0.00 0.45 (0.45) 183.80	0.00 183.80
3135G0D75	FNMA Note 1.5% Due 06/22/2020	09/29/2015 09/30/2015 2,625,000.00	2,626,166.34 0.00 0.00 2,626,140.89	4,265.63 0.00 7,546.88 3,281.25	0.00 25.45 (25.45) 3,255.80	0.00 3,255.80



Income Earned

7/31/16 Thru 8/31/16

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 Note 1.125% Due 07/20/2018	Various Various 2,175,000.00	2,172,611.63 0.00 0.00 2,172,714.75	747.66 0.00 2,786.72 2,039.06	103.12 0.00 103.12 2,142.18	0.00 2,142.18
3135G0F73	FNMA Note 1.5% Due 11/30/2020	12/16/2015 12/17/2015 2,700,000.00	2,655,398.09 0.00 0.00 2,656,272.08	6,862.50 0.00 10,237.50 3,375.00	873.99 0.00 873.99 4,248.99	0.00 4,248.99
3135G0GY3	FNMA Note Due 01/30/2017	08/08/2012 08/09/2012 0.00	1,729,286.23 0.00 1,728,603.26 0.00	59.90 1,796.88 0.00 1,736.98	0.00 682.97 (682.97) 1,054.01	0.00 1,054.01
3135G0J20	FNMA Note 1.375% Due 02/26/2021	Various Various 2,700,000.00	2,689,103.84 0.00 0.00 2,689,306.10	15,984.38 18,562.50 515.63 3,093.75	202.26 0.00 202.26 3,296.01	0.00 3,296.01
3135G0JA2	FNMA Note Due 04/27/2017	08/15/2012 08/16/2012 0.00	1,752,788.82 0.00 1,752,757.71 0.00	5,140.63 5,304.69 0.00 164.06	0.00 31.11 (31.11) 132.95	0.00 132.95
3135G0K69	FNMA Note 1.25% Due 05/06/2021	Various Various 2,875,000.00	2,869,965.02 0.00 0.00 2,870,054.79	7,486.98 0.00 10,481.77 2,994.79	115.06 25.29 89.77 3,084.56	0.00 3,084.56
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	02/22/2013 02/25/2013 1,575,000.00	1,773,692.86 0.00 199,853.59 1,573,911.20	1,768.84 213.89 2,717.97 1,163.02	71.93 0.00 71.93 1,234.95	0.00 1,234.95
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	Various Various 575,000.00	569,242.41 0.00 0.00 569,513.67	978.29 0.00 1,397.57 419.28	271.26 0.00 271.26 690.54	0.00 690.54
3135G0ZA4	FNMA Note 1.875% Due 02/19/2019	Various Various 2,155,000.00	2,160,080.67 0.00 0.00 2,159,911.69	18,182.81 20,203.13 1,346.88 3,367.20	0.00 168.98 (168.98) 3,198.22	0.00 3,198.22
3135G0ZE6	FNMA Note 1.75% Due 06/20/2019	10/17/2014 10/20/2014 1,900,000.00	1,910,261.81 0.00 0.00 1,909,959.70	3,786.81 0.00 6,557.64 2,770.83	0.00 302.11 (302.11) 2,468.72	0.00 2,468.72
3135G0ZG1	FNMA Note 1.75% Due 09/12/2019	10/07/2014 10/08/2014 1,900,000.00	1,897,299.63 0.00 0.00 1,897,373.25	12,838.19 0.00 15,609.03 2,770.84	73.62 0.00 73.62 2,844.46	0.00 2,844.46



Income Earned

7/31/16 Thru 8/31/16

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 Note 1.25% Due 05/12/2017	07/30/2012 07/31/2012 2,250,000.00	2,257,583.09 0.00 0.00 2,256,755.36	6,171.88 0.00 8,515.63 2,343.75	0.00 827.73 (827.73) 1,516.02	0.00 1,516.02
3137EADG1	FHLMC Note 1.75% Due 05/30/2019	Various Various 2,150,000.00	2,148,482.13 0.00 0.00 2,148,527.73	6,375.35 0.00 9,510.77 3,135.42	102.11 56.51 45.60 3,181.02	0.00 3,181.02
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	Various Various 2,225,000.00	2,189,695.78 0.00 0.00 2,190,695.26	13,906.25 13,906.25 2,317.71 2,317.71	999.48 0.00 999.48 3,317.19	0.00 3,317.19
3137EADL0	FHLMC Note 1% Due 09/29/2017	10/10/2014 10/14/2014 1,350,000.00	1,350,306.06 0.00 0.00 1,350,283.68	4,575.00 0.00 5,700.00 1,125.00	0.00 22.38 (22.38) 1,102.62	0.00 1,102.62
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	09/30/2015 09/30/2015 2,500,000.00	2,495,334.04 0.00 0.00 2,495,459.06	10,329.86 0.00 12,934.03 2,604.17	125.02 0.00 125.02 2,729.19	0.00 2,729.19
3137EADN6	FHLMC Note 0.75% Due 01/12/2018	Various Various 2,225,000.00	2,216,808.72 0.00 0.00 2,217,288.74	880.73 0.00 2,271.35 1,390.62	480.02 0.00 480.02 1,870.64	0.00 1,870.64
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	Various Various 2,225,000.00	2,204,605.12 0.00 0.00 2,205,689.59	7,787.50 0.00 9,409.90 1,622.40	1,084.47 0.00 1,084.47 2,706.87	0.00 2,706.87
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	Various Various 2,550,000.00	2,530,433.74 0.00 0.00 2,530,876.80	8,765.63 0.00 11,687.50 2,921.87	443.06 0.00 443.06 3,364.93	0.00 3,364.93
3137EADZ9	FHLMC Note 1.125% Due 04/15/2019	07/28/2016 07/29/2016 2,900,000.00	2,915,985.51 0.00 0.00 2,915,483.43	11,781.25 0.00 14,500.00 2,718.75	0.00 502.08 (502.08) 2,216.67	0.00 2,216.67
36962G5W0	General Electric Capital Corp Note 2.3% Due 04/27/2017	08/20/2012 08/23/2012 675,000.00	677,560.97 0.00 0.00 677,265.84	4,053.75 0.00 5,347.50 1,293.75	0.00 295.13 (295.13) 998.62	0.00 998.62
36962G7G3	General Electric Capital Corp Note 2.3% Due 01/14/2019	09/10/2015 09/15/2015 1,000,000.00	1,008,761.22 0.00 0.00 1,008,458.09	1,086.11 0.00 3,002.78 1,916.67	0.00 303.13 (303.13) 1,613.54	0.00 1,613.54



Income Earned

7/31/16 Thru 8/31/16

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 2015-2 A3 1.04% Due 02/21/2019	05/13/2015 05/20/2015 1,255,000.00	1,254,868.95 0.00 0.00 1,254,873.30	362.56 1,087.67 362.56 1,087.67	4.35 0.00 4.35 1,092.02	0.00 1,092.02
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 03/19/2018	05/13/2014 05/21/2014 344,148.74	384,744.29 0.00 40,607.82 344,138.94	106.98 246.89 95.69 235.60	2.47 0.00 2.47 238.07	0.00 238.07
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 06/15/2018	08/12/2014 08/20/2014 552,393.59	610,464.28 0.00 58,109.35 552,361.72	238.77 447.70 216.05 424.98	6.79 0.00 6.79 431.77	0.00 431.77
43814NAB1	Honda Auto Receivables 2016-1 A2 1.01% Due 06/18/2018	02/16/2016 02/25/2016 1,035,000.00	1,034,915.96 0.00 0.00 1,034,919.75	377.49 871.13 377.49 871.13	3.79 0.00 3.79 874.92	0.00 874.92
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	Various Various 1,375,000.00	1,375,825.03 0.00 0.00 1,375,773.98	2,371.89 0.00 3,918.75 1,546.86	4.78 55.83 (51.05) 1,495.81	0.00 1,495.81
459200HZ7	IBM Corp Note 1.125% Due 02/06/2018	Various Various 1,700,000.00	1,697,322.61 0.00 0.00 1,697,472.43	9,296.88 9,562.50 1,328.13 1,593.75	149.82 0.00 149.82 1,743.57	0.00 1,743.57
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	Various Various 892,727.25	861,208.88 0.00 68,466.59 892,740.38	457.10 857.07 424.54 824.51	12.11 14.12 (2.01) 822.50	0.00 822.50
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 08/15/2017	08/27/2013 09/04/2013 14,864.26	25,553.75 0.00 10,690.41 14,863.77	9.88 18.53 5.75 14.40	0.43 0.00 0.43 14.83	0.00 14.83
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 04/16/2018	04/02/2014 04/09/2014 465,605.81	520,321.13 0.00 54,734.76 465,590.51	212.76 398.93 190.38 376.55	4.14 0.00 4.14 380.69	0.00 380.69
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 04/15/2020	02/23/2016 03/02/2016 1,010,000.00	1,009,857.09 0.00 0.00 1,009,860.36	610.49 1,144.67 610.49 1,144.67	3.27 0.00 3.27 1,147.94	0.00 1,147.94
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 02/15/2019	07/19/2016 07/27/2016 1,200,000.00	1,199,927.19 0.00 0.00 1,199,929.62	145.33 0.00 1,235.33 1,090.00	2.43 0.00 2.43 1,092.43	0.00 1,092.43



Income Earned

7/31/16 Thru 8/31/16

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
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/03/2020	10/29/2015 11/03/2015 675,000.00	674,540.39 0.00 0.00 674,549.56	3,300.00 0.00 4,425.00 1,125.00	9.17 0.00 9.17 1,134.17	0.00 1,134.17
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 08/08/2021	Various 08/08/2016 1,225,000.00	0.00 1,223,545.75 0.00 1,223,564.87	0.00 0.00 1,213.09 1,213.09	19.12 0.00 19.12 1,232.21	0.00 1,232.21
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 05/15/2019	08/02/2016 08/10/2016 840,000.00	0.00 839,966.90 0.00 839,967.62	0.00 0.00 524.30 524.30	0.72 0.00 0.72 525.02	0.00 525.02
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	Various Various 1,770,000.00	1,765,170.74 0.00 0.00 1,765,510.98	6,254.00 0.00 8,024.00 1,770.00	340.24 0.00 340.24 2,110.24	0.00 2,110.24
713448CR7	PepsiCo Inc Note 1.25% Due 04/30/2018	Various Various 1,180,000.00	1,179,725.68 0.00 0.00 1,179,739.04	3,728.48 0.00 4,957.64 1,229.16	13.36 0.00 13.36 1,242.52	0.00 1,242.52
717081DJ9	Pfizer Inc. Note 1.1% Due 05/15/2017	05/12/2014 05/15/2014 360,000.00	359,917.04 0.00 0.00 359,926.00	836.00 0.00 1,166.00 330.00	8.96 0.00 8.96 338.96	0.00 338.96
74005PBH6	Praxair Note 1.25% Due 11/07/2018	01/08/2015 01/13/2015 1,400,000.00	1,386,919.50 0.00 0.00 1,387,409.23	4,083.33 0.00 5,541.67 1,458.34	489.73 0.00 489.73 1,948.07	0.00 1,948.07
747525AD5	Qualcomm Inc Note 2.25% Due 05/20/2020	Various Various 1,730,000.00	1,717,048.01 0.00 0.00 1,717,337.28	7,676.88 0.00 10,920.62 3,243.74	289.27 0.00 289.27 3,533.01	0.00 3,533.01
857477AS2	State Street Bank Note 2.55% Due 08/18/2020	01/21/2016 01/26/2016 1,750,000.00	1,775,212.94 0.00 0.00 1,774,684.12	20,205.21 22,312.50 1,611.46 3,718.75	0.00 528.82 (528.82) 3,189.93	0.00 3,189.93
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	05/16/2016 05/19/2016 920,000.00	919,540.99 0.00 0.00 919,549.11	3,588.00 0.00 5,083.00 1,495.00	8.12 0.00 8.12 1,503.12	0.00 1,503.12
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	Various Various 2,560,000.00	2,574,011.35 0.00 0.00 2,573,471.79	13,191.11 0.00 16,924.45 3,733.34	0.00 539.56 (539.56) 3,193.78	0.00 3,193.78



Income Earned

7/31/16 Thru 8/31/16

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
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	Various Various 328,920.05	386,517.44 0.00 57,629.46 328,897.76	115.10 215.83 97.94 198.67	9.78 0.00 9.78 208.45	0.00 208.45
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 02/15/2018	08/18/2015 08/26/2015 389,018.40	444,316.99 0.00 55,320.84 389,000.00	181.69 340.66 159.07 318.04	3.85 0.00 3.85 321.89	0.00 321.89
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 01/12/2018	Various Various 1,755,000.00	1,755,371.25 0.00 0.00 1,755,349.49	1,343.06 0.00 3,463.68 2,120.62	14.50 36.26 (21.76) 2,098.86	0.00 2,098.86
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 02/15/2019	02/24/2015 03/04/2015 1,030,000.00	1,029,918.74 0.00 0.00 1,029,923.21	512.71 961.33 512.71 961.33	4.47 0.00 4.47 965.80	0.00 965.80
91159HHE3	US Bancorp Callable Note Cont 10/15/2018 1.95% Due 11/15/2018	02/12/2014 02/18/2014 140,000.00	140,140.54 0.00 0.00 140,135.13	576.33 0.00 803.83 227.50	0.00 5.41 (5.41) 222.09	0.00 222.09
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 04/25/2019	Various Various 1,700,000.00	1,710,826.02 0.00 0.00 1,710,477.92	9,973.34 0.00 13,090.00 3,116.66	21.01 369.11 (348.10) 2,768.56	0.00 2,768.56
912828A34	US Treasury Note 1.25% Due 11/30/2018	Various Various 1,800,000.00	1,788,264.00 0.00 0.00 1,788,691.51	3,811.48 0.00 5,717.21 1,905.73	427.51 0.00 427.51 2,333.24	0.00 2,333.24
912828B90	US Treasury Note 2% Due 02/28/2021	04/26/2016 04/28/2016 1,500,000.00	1,539,868.66 0.00 0.00 1,539,129.47	12,554.35 15,000.00 82.87 2,528.52	0.00 739.19 (739.19) 1,789.33	0.00 1,789.33
912828H52	US Treasury Note 1.25% Due 01/31/2020	Various Various 2,400,000.00	2,380,598.05 0.00 0.00 2,381,068.67	81.52 0.00 2,608.70 2,527.18	470.62 0.00 470.62 2,997.80	0.00 2,997.80
912828J84	US Treasury Note 1.375% Due 03/31/2020	10/23/2015 10/26/2015 2,250,000.00	2,251,823.25 0.00 0.00 2,251,781.01	10,397.03 0.00 13,017.42 2,620.39	0.00 42.24 (42.24) 2,578.15	0.00 2,578.15
912828L99	US Treasury Note 1.375% Due 10/31/2020	11/23/2015 11/24/2015 2,650,000.00	2,614,276.56 0.00 0.00 2,614,990.11	9,208.39 0.00 12,277.85 3,069.46	713.55 0.00 713.55 3,783.01	0.00 3,783.01



Income Earned

7/31/16 Thru 8/31/16

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
912828N89	US Treasury Note 1.375% Due 01/31/2021	03/09/2016 03/11/2016 2,500,000.00	2,497,761.68 0.00 0.00 2,497,803.88	93.41 0.00 2,989.13 2,895.72	42.20 0.00 42.20 2,937.92	0.00 2,937.92
912828Q37	US Treasury Note 1.25% Due 03/31/2021	07/28/2016 07/29/2016 950,000.00	957,449.04 0.00 0.00 957,313.44	3,990.78 0.00 4,996.58 1,005.80	0.00 135.60 (135.60) 870.20	0.00 870.20
912828SD3	US Treasury Note 1.25% Due 01/31/2019	10/07/2014 10/08/2014 1,950,000.00	1,936,765.54 0.00 0.00 1,937,214.90	66.24 0.00 2,119.57 2,053.33	449.36 0.00 449.36 2,502.69	0.00 2,502.69
912828SH4	US Treasury Note 1.375% Due 02/28/2019	Various Various 2,000,000.00	1,988,621.90 0.00 0.00 1,988,996.74	11,508.16 13,750.00 75.97 2,317.81	374.84 0.00 374.84 2,692.65	0.00 2,692.65
912828ST8	US Treasury Note 1.25% Due 04/30/2019	06/10/2014 06/11/2014 1,825,000.00	1,804,542.91 0.00 0.00 1,805,175.82	5,765.12 0.00 7,686.82 1,921.70	632.91 0.00 632.91 2,554.61	0.00 2,554.61
912828TG5	US Treasury Note 0.5% Due 07/31/2017	Various Various 1,000,000.00	1,744,940.17 0.00 748,004.27 997,354.90	23.78 305.71 434.79 716.72	419.00 0.00 419.00 1,135.72	0.00 1,135.72
912828UB4	US Treasury Note 1% Due 11/30/2019	Various Various 2,000,000.00	1,964,288.32 0.00 0.00 1,965,198.73	3,387.98 0.00 5,081.97 1,693.99	910.41 0.00 910.41 2,604.40	0.00 2,604.40
912828VE7	US Treasury Note 1% Due 05/31/2018	Various Various 1,900,000.00	1,895,324.37 0.00 0.00 1,895,541.35	3,218.58 0.00 4,827.87 1,609.29	216.98 0.00 216.98 1,826.27	0.00 1,826.27
912828VF4	US Treasury Note 1.375% Due 05/31/2020	07/10/2015 07/13/2015 2,350,000.00	2,329,202.09 0.00 0.00 2,329,662.95	5,473.70 0.00 8,210.55 2,736.85	460.86 0.00 460.86 3,197.71	0.00 3,197.71
912828WD8	US Treasury Note 1.25% Due 10/31/2018	Various Various 2,300,000.00	2,294,136.05 0.00 0.00 2,294,357.47	7,265.63 0.00 9,687.50 2,421.87	371.02 149.60 221.42 2,643.29	0.00 2,643.29
92826CAB8	Visa Inc Note 2.2% Due 12/14/2020	Various Various 1,800,000.00	1,845,052.77 0.00 0.00 1,844,177.69	5,170.00 0.00 8,470.00 3,300.00	0.00 875.08 (875.08) 2,424.92	0.00 2,424.92



Income Earned

7/31/16 Thru 8/31/16

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
931142DF7	Wal-Mart Stores Note 1.125% Due 04/11/2018	04/04/2013 04/11/2013 645,000.00	644,799.17 0.00 0.00 644,809.24	2,217.19 0.00 2,821.88 604.69	10.07 0.00 10.07 814.76	0.00 614.76
94974BGF1	Wells Fargo Corp Note 2.15% Due 01/30/2020	Various Various 1,825,000.00	1,822,611.35 0.00 0.00 1,822,669.34	108.99 0.00 3,378.79 3,269.80	57.99 0.00 57.99 3,327.79	0.00 3,327.79
			141,463,483.04 2,063,512.65 4,774,778.06	455,172.27 152,721.51 468,640.09	13,289.41 10,847.65 2,441.76	0.00
TOTAL Fixed Income		138,917,678.10	138,754,659.39	166,189.33	168,631.09	168,631.09
Cash & Equivalent						
06417GNP9	Bank of Nova Scotia Yankee CD 1.26% Due 03/01/2017	08/29/2016 08/30/2016 2,875,000.00	0.00 2,874,999.37 0.00 2,874,999.38	0.00 0.00 301.88 301.88	0.01 0.00 0.01 301.89	0.00 301.89
31846V401	First American Govt Obligation MMKT Class-D	Various Various 92,734.92	105,232.76 390,172.07 402,669.91 92,734.92	0.00 17.07 0.00 17.07	0.00 0.00 0.00 17.07	0.00 17.07
			105,232.76 3,265,171.44 402,669.91	0.00 17.07 301.88	0.01 0.00 0.01	0.00
TOTAL Cash & Equivalent		2,967,734.92	2,967,734.30	318.95	318.96	318.96
			141,568,715.80 5,328,684.09 5,177,447.97	455,172.27 152,738.58 468,941.97	13,289.42 10,847.65 2,441.77	0.00
TOTAL PORTFOLIO		141,885,413.02	141,722,393.69	166,508.28	168,950.05	168,950.05



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,232.18	10.78	1,242.96
09/15/2016	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	66,048.20	356.96	66,405.16
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	55,257.65	405.09	55,662.74
09/15/2016	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	73,454.32	796.01	74,250.33
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,093.23	873.83	25,967.06
09/15/2016	Paydown	89231MAC9	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	60,558.76	183.64	60,742.40
09/15/2016	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	29,018.73	298.25	29,316.98
09/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	70,195.11	961.33	71,156.44
09/18/2016	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	44,269.42	220.83	44,490.25
09/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,545.20	871.13	47,416.33
09/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	55,941.36	1,087.67	57,029.03



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	91282BJ84	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					1,227,614.16	123,676.99	1,351,291.15
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	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	58,266.80	149.83	58,416.63
10/15/2016	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	28,151.38	276.00	28,427.38
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,115.60	726.63	25,842.23
10/15/2016	Paydown	43814HAC2	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	54,345.69	364.57	54,710.26
10/15/2016	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	71,477.25	730.52	72,207.77
10/15/2016	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,233.36	9.88	1,243.24
10/15/2016	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	63,811.25	306.33	64,117.58
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	68,678.31	895.82	69,574.13
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 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/18/2016	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	42,765.19	192.42	42,957.61
10/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,592.52	831.95	47,424.47
10/21/2016	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	54,980.42	1,039.18	56,019.60
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	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					2,365,417.77	204,129.10	2,569,546.87
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	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	Interest	717081DJ9	360,000.00	Pfizer Inc. Note 1.1% Due 5/15/2017	0.00	1,980.00	1,980.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2016	Paydown	89231MAC9	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	55,972.19	117.30	56,089.49
11/15/2016	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	27,283.29	254.42	27,537.71
11/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	67,159.76	831.72	67,991.48
11/15/2016	Paydown	43814HAC2	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	53,403.32	324.71	53,728.03
11/15/2016	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	69,496.90	666.79	70,163.69
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,138.00	704.23	25,842.23
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	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,234.54	8.99	1,243.53
11/15/2016	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	61,571.71	257.41	61,829.12
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	46,639.89	792.73	47,432.62
11/18/2016	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	41,259.48	164.98	41,424.46
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	54,018.19	991.53	55,009.72
11/30/2016	Interest	91282UB4	2,000,000.00	US Treasury Note 1% Due 11/30/2019	0.00	10,000.00	10,000.00
11/30/2016	Interest	91282VF4	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



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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					545,684.08	213,842.52	759,526.60
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,160.41	681.82	25,842.23
12/15/2016	Paydown	89231MAC9	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	53,674.91	86.06	53,760.97
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	52,429.76	285.55	52,715.31
12/15/2016	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	67,513.30	604.81	68,118.11
12/15/2016	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,235.73	8.09	1,243.82
12/15/2016	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	59,329.58	210.20	59,539.78
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



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2016	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	26,414.44	233.50	26,647.94
12/15/2016	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	65,839.44	769.04	66,408.48
12/18/2016	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	39,752.30	138.51	39,890.81
12/18/2016	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,687.31	753.48	47,440.79
12/20/2016	Interest	3135G0RT2	1,575,000.00	FNMA Note 0.875% Due 12/20/2017	0.00	6,890.63	6,890.63
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	53,054.67	944.72	53,999.39
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					533,434.08	149,584.02	683,018.10
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	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,236.90	7.20	1,244.10
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	64,117.36	707.77	64,825.13
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	51,424.21	247.10	51,671.31
01/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	65,526.38	544.63	66,071.01
01/15/2017	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	57,084.86	164.71	57,249.57



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2017	Paydown	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,182.85	659.38	25,842.23
01/15/2017	Paydown	89231MAC9	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	51,375.00	56.08	51,431.08
01/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	25,544.84	213.25	25,758.09
01/17/2017	Paydown	89231MAC9	328,920.05	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	49,072.42	1.82	49,074.24
01/18/2017	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	38,243.66	113.00	38,356.66
01/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,734.78	714.18	47,448.96
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	52,089.88	898.74	52,988.62
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
01/31/2017	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	1,000,000.00	US Treasury Note 0.5% Due 7/31/2017	0.00	2,500.00	2,500.00
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
Jan 2017					570,210.83	134,403.49	704,614.32
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
02/08/2017	Interest	594918BP8	1,225,000.00	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	0.00	9,493.75	9,493.75
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	50,385.87	209.39	50,595.26
02/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	63,536.21	486.19	64,022.40
02/15/2017	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,238.09	6.30	1,244.39



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	24,674.49	193.66	24,868.15
02/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	62,593.51	647.93	63,241.44
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	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	54,837.53	120.95	54,958.48
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
02/15/2017	Paydown	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,205.30	636.93	25,842.23
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	46,782.29	674.85	47,457.14
02/18/2017	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	36,733.54	88.46	36,822.00
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	51,123.82	853.59	51,977.41
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					794,723.81	154,049.18	948,772.99
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
03/01/2017	Maturity	06417GNP9	2,875,000.00	Bank of Nova Scotia Yankee CD 1.26% Due 3/1/2017	2,875,000.00	18,515.00	2,893,515.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,239.28	5.40	1,244.68
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	61,067.89	589.51	61,657.40
03/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,648.68	723.63	43,372.31
03/15/2017	Paydown	43814HAC2	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	49,313.90	172.44	49,486.34
03/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	61,542.73	429.54	61,972.27
03/15/2017	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	52,587.60	78.91	52,666.51
03/15/2017	Paydown	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,227.78	614.45	25,842.23
03/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	23,803.38	174.75	23,978.13
03/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,829.85	635.47	47,465.32
03/18/2017	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	35,221.94	64.89	35,286.83
03/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	50,156.46	809.29	50,965.75
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					3,324,639.49	132,650.41	3,457,289.90
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



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,250.27	591.96	25,842.23
04/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	22,931.52	156.50	23,088.02
04/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	59,540.51	532.51	60,073.02
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	48,207.45	136.28	48,343.73
04/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	59,545.97	374.66	59,920.63
04/15/2017	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,240.46	4.51	1,244.97
04/15/2017	Paydown	47787VAC5	465,605.81	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	50,335.08	38.59	50,373.67
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	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	33,708.87	42.29	33,751.16
04/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,877.46	596.06	47,473.52
04/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	49,187.82	765.82	49,953.64
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



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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					1,165,681.97	183,765.97	1,349,447.94
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	58,011.35	476.94	58,488.29
05/15/2017	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,241.64	3.61	1,245.25
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	47,065.66	100.93	47,166.59



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	57,545.89	321.56	57,867.45
05/15/2017	Paydown	85478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,272.79	569.44	25,842.23
05/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	22,058.90	138.92	22,197.82
05/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,925.12	556.60	47,481.72
05/18/2017	Paydown	43814GAC4	344,148.74	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	32,194.32	20.66	32,214.98
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
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	48,217.89	723.19	48,941.08
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					4,942,515.63	212,376.23	5,154,891.86
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



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,295.32	546.91	25,842.23
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	45,887.63	66.41	45,954.04
06/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	55,542.51	270.25	55,812.76
06/15/2017	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,242.83	2.71	1,245.54
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	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	21,185.52	122.01	21,307.53
06/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	56,480.41	422.80	56,903.21
06/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	46,972.82	517.11	47,489.93
06/20/2017	Interest	3135G0RT2	1,575,000.00	FNMA Note 0.875% Due 12/20/2017	0.00	6,890.63	6,890.63
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	47,246.68	681.40	47,928.08
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					2,643,961.48	147,189.51	2,791,150.99
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



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,244.03	1.80	1,245.83
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	54,947.71	370.08	55,317.79
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	552,393.59	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	44,672.44	32.76	44,705.20
07/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	53,535.81	220.73	53,756.54
07/15/2017	Paydown	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,317.88	524.35	25,842.23
07/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	20,311.40	105.76	20,417.16
07/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	47,020.58	477.57	47,498.15
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	46,274.18	640.45	46,914.63
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	1,000,000.00	US Treasury Note 0.5% Due 7/31/2017	1,000,000.00	2,500.00	1,002,500.00
Jul 2017					1,387,557.67	132,093.98	1,519,651.65
08/01/2017	Interest	3137EADK2	2,225,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	13,906.25	13,906.25
08/06/2017	Interest	459200HZ7	1,700,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.00	9,562.50	9,562.50



Cash Flow Report

From 08/31/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/08/2017	Interest	594918BP8	1,225,000.00	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	0.00	9,493.75	9,493.75
08/15/2017	Interest	22160KAG0	900,000.00	Costco Wholesale Corp Note 1.75% Due 2/15/2020	0.00	7,875.00	7,875.00
08/15/2017	Paydown	47788NAB4	1,200,000.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	51,533.04	903.58	52,436.62
08/15/2017	Paydown	65478WAB1	840,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	25,340.45	501.78	25,842.23
08/15/2017	Paydown	161571GC2	1,030,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	42,826.68	543.85	43,370.53
08/15/2017	Paydown	477877AD6	892,727.25	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	51,525.80	173.00	51,698.80
08/15/2017	Paydown	477879AC4	14,864.26	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	1,245.22	0.90	1,246.12
08/15/2017	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
08/15/2017	Paydown	89231TAB6	389,018.40	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	19,436.51	90.19	19,526.70
08/15/2017	Paydown	89236WAC2	1,030,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	53,413.22	318.80	53,732.02
08/18/2017	Interest	3130A7CV5	2,235,000.00	FHLB Note 1.375% Due 2/18/2021	0.00	15,365.63	15,365.63
08/18/2017	Interest	857477AS2	1,750,000.00	State Street Bank Note 2.55% Due 8/18/2020	0.00	22,312.50	22,312.50
08/18/2017	Paydown	43814NAB1	1,035,000.00	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	47,068.38	438.00	47,506.38
08/19/2017	Interest	3135G0ZA4	2,155,000.00	FNMA Note 1.875% Due 2/19/2019	0.00	20,203.13	20,203.13
08/21/2017	Paydown	43813NAC0	1,255,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	45,300.39	600.35	45,900.74
08/26/2017	Interest	3135G0J20	2,700,000.00	FNMA Note 1.375% Due 2/26/2021	0.00	18,562.50	18,562.50
08/31/2017	Interest	912828SH4	2,000,000.00	US Treasury Note 1.375% Due 2/28/2019	0.00	13,750.00	13,750.00
08/31/2017	Interest	912828B90	1,500,000.00	US Treasury Note 2% Due 2/28/2021	0.00	15,000.00	15,000.00
Aug 2017					337,689.69	150,746.38	488,436.07
Total					19,839,130.66	1,938,507.78	21,777,638.44

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: October 11, 2016

Public Hearing:

Discussion Item:

Consent Item: ☒

Item No.: 11

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AGREEMENT BETWEEN THE CITY OF CHINO HILLS, CITY OF CHINO, CHINO VALLEY UNIFIED SCHOOL DISTRICT, AND ALL CITY MANAGEMENT SERVICES FOR FISCAL YEAR 2016-2017 FOR CROSSING GUARD SERVICES

RECOMMENDATION:

Authorize execution of an agreement between the City of Chino Hills, City of Chino, Chino Valley Unified School District (CVUSD), and All City Management Services, Inc. for a not-to-exceed amount of \$68,194.61 for Crossing Guard Services.

BACKGROUND/ANALYSIS:

All City Management Services, Inc. provides students with safe access to and from school sites by providing a minimum of three hours of crossing guard services each day at CVUSD elementary schools. CVUSD is the contract administrator and primary liaison between All City Management Services, Inc., City of Chino Hills, and City of Chino. CVUSD is responsible for ensuring that the terms of the agreement are exercised.

Approximately 17,100 hours of Crossing Guard Services will be provided by All City Management Services, Inc. to CVUSD schools during the 2016/2017 school year for a total cost of \$294,562. Of the 17,100 hours projected, 5,940 hours will be provided at Chino Hills' schools and 11,160 hours will be provided in Chino.

The total cost of the Crossing Guard Services agreement is divided as follows: CVUSD is responsible for 33.33% of the total cost; Chino Hills and Chino divide the remaining costs on a pro-rata share of the total cost. For the term of this agreement, the billable hourly rate for Crossing Guard Services is \$17.22; which is an increase of 3.8% from last year. Chino Hills costs for Crossing Guard Services is \$68,194.61. Copies of the Agreement for School Crossing Guard Services (Exhibit "A") and a cost summary of the contract pro-rata split (Exhibit "B") are attached.

REVIEW BY OTHERS:

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

FISCAL IMPACT:

The cost for Crossing Guard Services is included in the 2016-2017 Fiscal Year Budget.

CEQA REVIEW

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

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Benjamin Montgomery
Deputy City Manager

KB:BM:MS:ssr

Attachment: Exhibit "A" - Agreement for Crossing Guard Services
Exhibit "B" - Contract Agreement Cost Split on a Pro Rata Share for
Fiscal Year 2016/17

A rectangular stamp with the word "ORIGINAL" in a bold, sans-serif font. To the left of the text is a small icon of a document with a checkmark.

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

THE AGREEMENT made and entered into this 1st day of July, 2016, between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CVUSD", the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "CHINO HILLS", the CITY OF CHINO, a municipal corporation, hereinafter referred to as "CHINO", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter referred to as "CONSULTANT", in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. CONSULTANT agrees to perform the services set forth in Exhibit A, "SCOPE OF SERVICES", and made a part hereof. CONSULTANT represents and warrants that it has the qualifications, experience and facilities to properly perform said services in thorough, competent and professional manner.
2. CONTRACT ADMINISTRATION. The CVUSD will serve as Contract Administrator and primary liaison between All City Management Services, Inc. and the three agencies. Each agency will designate a primary contact for the crossing guard program. The Contract Administrator shall provide notice to the primary contacts of any exercise of authority made pursuant to this Agreement. Further, for any right exercisable by the Contract Administrator, the agencies not serving as Contract Administrator may request that any such right be exercised by the contract administrator on their behalf.
3. FUNDING. The CVUSD will invoice CHINO HILLS and CHINO on a quarterly basis for the cost of the program, and payment shall be remitted within thirty (30) days of receipt of such invoice. The total cost of the program will be divided as follows: CVUSD responsible for 33.33% of the total cost; CHINO HILLS and CHINO will divide the remaining costs based on the appropriate pro rata share of the total cost in Exhibit B "PRO RATA SHARE". The governing bodies of CVUSD CHINO HILLS and CHINO must annually authorize extension of or modification to this Agreement for crossing guard services, prior to this Agreement being extended or modified. Authorization for such extension or modification will be addressed prior to the start of each fiscal year. In preparation for the extension or modification of the Agreement for crossing guard service, staff for each of the involved agencies will meet in April of each year to evaluate the service and to discuss any necessary changes or adjustments for the upcoming year.
4. INDEMNITY AS BETWEEN GOVERNMENTAL AGENCIES. Pursuant to Government Code Section 895.4, CVUSD agrees to indemnify CHINO and CHINO HILLS for all damages caused by any negligence or unlawful act or omissions by any employee, agent, volunteer, official, or Board member of the District in the performance of this Agreement.

Pursuant to Government Code Section B95.4, CHINO HILLS agrees to indemnify CHINO and CVUSD for all damages caused by any negligence or unlawful act or omissions by any employee, agent, volunteer, official or Council Member of the City of Chino Hills in the performance of this Agreement.

Pursuant to Government Code Section 895.4, CHINO agrees to indemnify CVUSD and CHINO HILLS for all damages caused by any negligence or unlawful act or omissions by any employee, agent, volunteer, official or Council Member of the City of Chino in the performance of this Agreement.

5. STATUS OF CONSULTANT. CONSULTANT agrees to perform the services set forth in Exhibit A, "SCOPE OF SERVICES", 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. CONSULTANT shall begin its services under this Agreement on the 15th day of August 2016.

6. CONSULTANTS 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. CVUSD, CHINO HILLS, and CHINO, and their respective officers and employees, shall not be liable at law or inequity as a result of any failure of CONSULTANT to comply with this section.

7. 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 Contract Administrator (as defined herein) of all proposed staff members performing services under this Agreement prior to any such performance. All personnel shall be fingerprinted and receive Department of Justice (DOJ) clearance prior to commencing work under provisions of the Agreement. Proof of background checks will be provided to each agency. The CONSULTANT shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report to work at the assigned time and location.

8. COMPENSATION AND METHOD OF PAYMENT. The CONSULTANT shall submit claim for payment to the Contract Administrator on a bi-weekly basis. The basis of payment shall be per hour worked. The claim shall separately enumerate the hours worked at each school for the claim period. Each claim, when submitted by the CONSULTANT, shall constitute a certification under penalty of perjury, that the work claimed for payment was completed in accordance with the terms of the Agreement. CVUSD, CHINO HILLS and CHINO agree that Consultant shall be paid seventeen dollars and twenty-two cents (\$17.22) per hour of guard

services provided pursuant to this Agreement. It is agreed that a minimum of three hours (3) per day, per site, will be paid for each site serviced on any given day. It is understood and agreed that the total cost for providing school crossing guard services shall not exceed Two Hundred Ninety Four Thousand Four Hundred Sixty-Two and 00/100 Dollars (\$294,462.00).

9. DETERMINATION OF HOURS. The Contract Administrator shall have the right to determine the hours and locations when and where guards shall be furnished by the CONSULTANT. The CONSULTANT shall notify the Contract Administrator in writing of any changes which may need to occur in the hours of work or locations. The Contract Administrator further has the authority to add to, delete from, or revise the work schedule/locations at any time.

10. SUPERVISION. The CONSULTANT shall provide supervisory personnel to see that the guard activities are taking place at the required places and times, and in accordance with all terms of this Agreement. The CONSULTANT shall be responsible for investigating any complaints regarding the performance of the CONSULTANT'S personnel and shall provide written reports to the Contract Administrator regarding the findings of these investigations.

11. TRAINING AND EQUIPMENT. The CONSULTANT shall train, schedule, provide, and supervise personnel in accordance with the laws and codes of the State of California, this Agreement, and the rules and regulations of CVUSD, CHINO HILLS, and CHINO.

The CONSULTANT shall provide all crossing guards with apparel by which they are readily visible and easily recognized as crossing guards. Such apparel shall be uniform for all persons performing the duties of crossing guards and shall be worn at all times while performing said duties. This apparel must be appropriate for all weather conditions. The CONSULTANT shall also provide all crossing guards with hand held stop signs and other safety equipment that may be necessary.

12. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to hours worked and other such information required by the Contract Administrator that relate to the performance of services under this Agreement. CONSULTANT shall provide free access to the representative of CVUSD, CHINO HILLS, and/or CHINO or their designees at reasonable times to such records, shall give CVUSD, CHINO HILLS, and/or CHINO the right to examine and audit said records, shall permit CVUSD, CHINO HILLS, and/or CHINO 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 two (2) years after receipt of final payment.

13. TERM OF AGREEMENT. This Agreement shall terminate on, and all services hereunder shall be rendered by June 30, 2017. CVUSD, CHINO HILLS, and/or CHINO reserve the right to extend the Agreement two additional one-year options upon agreement of all parties. This Agreement may be terminated with or without cause by any of the parties upon thirty (30) days written notice. In the event of such termination, CONSULTANT shall be compensated for non-disputed fees under terms of this Agreement up to the Date of Termination.

14. DEFAULT. In the event that CONSULTANT is in default for cause under the terms of this Agreement, neither CVUSD, CHINO HILLS, nor CHINO shall have any 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.

15. INDEMNIFICATION.

A. CONSULTANT represents it is skilled in the business necessary to perform the services and duties agreed to hereunder by CONSULTANT AND CVUSD, CHINO HILLS, and CHINO rely upon the skills and knowledge of CONSULTANT.

B. CONSULTANT is an independent contractor and shall have no authority to bind CVUSD, CHINO HILLS, and CHINO to create or incur any obligation on behalf of or liability against CVUSD, CHINO HILLS, and CHINO whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CVUSD, CHINO HILLS, and CHINO. CVUSD, CHINO HILLS, and CHINO and their respective, elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to CONSULTANT or to any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless the Indemnities 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 Indemnities may suffer or incur or to which the Indemnities 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 services under this Agreement or the negligent or will full acts or allegedly caused by the performance or failure to perform by CONSULTANT of CONSULTANT'S obligations or omission 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 Indemnities by reason of any of the matters against which CONSULTANT has agreed to indemnify the Indemnities as above provided, CONSULTANT, upon notice from the Contract Administrator, shall defend the Indemnities at Consultant's expense by counsel acceptable to CVUSD, CHINO HILLS, and CHINO (each of which may require independent

counsel). The indemnities need not have first paid any of the matters as to which of the Indemnities are entitled to indemnity in order to be so indemnified. The obligation under this paragraph 15 (b), but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provision of this paragraph 15 (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 negligent or willful acts or omissions of CVUSD, CHINO HILLS, and CHINO.

16. INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance acceptable to CVUSD, CHINO HILLS, and CHINO 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 a current A.M. Best's rating of no less than A+. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as:
 - (a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG0001).
 - (b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA0025, or equivalent forms subject to the written approval by the Contract Administrator.
 - (c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing service on behalf of the Consultant and all risks to such person 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 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 should 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 Employer's Liability limits of \$1,000,000 per accident.

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

1. All Policies. Each insurance policy required by this Agreement 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 Contract Administrator.

2. General Liability Coverage.

(a) CVUSD, CHINO HILLS, and CHINO and their respective officers, officials, employees, and volunteers are to be covered as additional insured 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, hired, or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CVUSD, CHINO HILLS, and CHINO and their respective officers, officials, or employees.

(b) CONSULTANT'S insurance coverage shall be primary insurance for CVUSD, CHINO HILLS, and/or CHINO and their respective officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CVUSD, CHINO HILLS, and CHINO and their respective 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 their policies including breaches of warranties shall not affect coverage provided to CVUSD, CHINO HILLS, and CHINO and their respective officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the Contract Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CVUSD, CHINO HILLS, and CHINO and their respective officers, officials, employees and agents for losses arising from work performed by CONSULTANT for CVUSD, CHINO HILLS, and CHINO.

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

1. CONSULTANT shall furnish certificate and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CVUSD, CHINO HILLS, and CHINO and their respective officers, officials, employees, 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 provision and requirement of this Agreement.

17. EQUAL OPPORTUNITY CLAUSE. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in public Law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

18. 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 Agreement, and should the Federal

Government impose sanctions against CVUSD, CHINO HILLS, and/or CHINO for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse CVUSD, CHINO HILLS, and/or CHINO for the cost of all such sanctions imposed, together with any and all cost, including attorneys' fees, incurred by CVUSD, CHINO HILLS, and/or CHINO in connection therewith.

19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement among 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 therein and that no other Agreements, statement, or promise not contained in the Agreement shall be valid and binding.

20. GOVERNING LAW. CVUSD, CHINO HILLS, CHINO and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and responsibilities 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.

21. ASSIGNMENT OR SUBSTITUTION. CVUSD has an interest in the qualifications of and capabilities of the persons and entities that 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 not changed, substituted for, deleted or added to without the prior written consent of CVUSD, CHINO HILLS, and CHINO. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling CVUSD, CHINO HILLS, and CHINO to any and all remedies at law or in equity, including summary termination of this Agreement.

22. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by CVUSD, CHINO HILLS, and CHINO and the CONSULTANT. The parties agree that the requirement for written modification cannot be waived and any attempted waiver shall be void.

23. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he/she/they 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.

24. 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:

CVUSD

Attention: Gregory Stachura
Chino Valley Unified School District
5130 Riverside Drive
Chino, California 91710

CHINO HILLS

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

CHINO

Attention: City Clerk
City of Chino
13220 Central Avenue
Chino, California 91710

CONSULTANT

Attention: Mr. Baron Farwell
All City Management Services, Inc.
1749 S. La Cienega Blvd.
Los Angeles, California 90035

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.


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

ALL CITY MANAGEMENT SERVICES, INC.

By: _____
Baron Farwell, General Manager

Date: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT


By: _____
Gregory J. Stachura
Assistant Superintendent

Date: June 17, 2016

Board Approved June 16, 2016

CITY OF CHINO

By: _____ Date: _____
City Manager

ATTEST

By: _____ Date: _____
City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
Chief of Police

CITY OF CHINO HILLS

By: _____
Mayor of Chino Hills

Date: _____

ATTEST

By: _____
City Clerk

Date: _____

By: _____
City Manager

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

EXHIBIT "B"

CONTRACT AGREEMENT COST SPLIT ON A PRO RATA SHARE

FISCAL YEAR 2016/2017

	Hours	Pro Rata Split	Percent
City of Chino	11,160.00	\$128,123.21	43.51%
City of Chino Hills	5,940.00	\$68,194.61	23.16%
CVUSD	-	\$98,144.18	33.33%
Total	17,100.00	\$294,462.00	100.00%

Hourly Rate \$17.22

(Corrected 9/7/2016)

COUNCIL AGENDA STAFF REPORT



Meeting Date: October 11, 2016

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

CITY CLERK USE ONLY

Item No.: 12

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: FOURTH QUARTER BUDGET PROGRAM REVIEW

RECOMMENDATION:

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

BACKGROUND/ANALYSIS:

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

Revenue Amendments

Development Fee Funds

Parks and Recreation Facilities Fees and Quimby In-Lieu Fees Fund

It is recommended that the estimated revenues in the Parks and Recreation Facilities Fees Fund and the Quimby In-Lieu Fees Fund be increased by \$266,400 and \$95,400, respectively, for the recognition of developer credits used to offset development fees in accordance with developer agreement A15-140 with Cal Atlantic (formerly Standard Pacific). See Expenditure Amendment section for an offset to this adjustment.

Following is a summary update of major revenues received as of June 30, 2016. Staff recommends no revenue adjustments at this time.

Property Taxes:

As of June 30, 2016, a total of \$4,754,109 was received or 103% of the \$4,597,200 budget. These receipts represent collections by the county through May 3, 2016, and collections received by the City through June 30, 2016. In July, the City received \$71,104 to be recorded as a year-end revenue adjustment bringing total revenues to \$4,825,213; an excess of about \$228,013 or a 5% surplus over budget.

Sales Tax & Triple Flip:

As of June 30, 2016, a total of \$5,910,456 was received or 78% of the \$7,622,400 budget. In July, the City received Sales Taxes of \$518,900 and received \$691,700 in August. The final true-up of the Triple Flip of \$946,591 was received in August. The July and August remittances will be recorded as a year-end revenue adjustment bringing the total revenues to \$8,067,647 or a 6% surplus over budget.

Property Transfer Tax:

As of June 30, 2016, a total of \$565,161 was received or 102% of the \$554,000 adjusted budget. In July, the City received \$50,390 to be recorded as a year-end revenue adjustment bringing total revenues to \$615,551; a surplus of \$61,551.

Transient Occupancy Tax:

As of June 30, 2016, a total of \$919,223 was received or 91% of the \$1,012,000 budget. In July, the City received remittances of \$92,115 to be recorded as a year-end revenue adjustment bringing total revenues to \$1,011,338; just under 100% of budget.

Big League Dreams Sports Park:

As of June 30, 2016, a total of net revenues were a negative \$8,974 of the \$114,900 budget. The sports park is underperforming. The amount received in August is in dispute, and the actual amount to be recorded as a year-end revenue adjustment is yet to be determined at the time this report was written.

Building Permits:

As of June 30, 2016, a total of \$2,479,844 was received or 75% of the \$3,318,000 adjusted budget. The number of new dwelling units for the year was 460 units, and the original budget was based on 1,004 new dwelling units.

Development Services User Fees:

As of June 30, 2016, a total of \$777,949 was received or 129% of the \$603,000 budget, resulting in a surplus of \$174,949.

Engineering Services User Fees:

As of June 30, 2016, a total of \$1,390,106 was received or 92% of the \$1,515,900 budget, resulting in a budget shortage of \$125,794.

Recreation Fees:

As of June 30, 2016, a total of \$1,371,194 was received or 101% of the \$1,363,500 budget.

Gas Tax Fund Revenues:

As of June 30, 2016, a total of \$1,648,264 was received or 99% of the \$1,664,500 adjusted budget.

Measure I Revenues:

As of June 30, 2016, a total of \$1,064,331 was received or 86% of the \$1,238,400 budget. In July, the City received \$85,729 and in August received the final remittance of \$112,092 to be recorded as a year-end revenue adjustment bringing total revenues to about \$1,262,152; a surplus of about \$23,800.

Water Billing Revenues:

As of June 30, 2016, a total of \$22,586,323 was billed or 79% of the \$28,637,900 budget. In July, the amount billed for services through June 30 was \$1,271,036 to be recorded as a year-end revenue adjustment bringing total revenues to about \$23,857,358; a deficit of about \$4,780,500.

Expenditure Amendments

City Manager- Public Safety

It is recommended that budget appropriations be increased by \$236,500 for payment of the County of San Bernardino Sheriff's contract for Contract Police Services. Current expenses for FY 2015/16 have exceeded budgeted amounts as a result of overestimated service credits for staff absences. This budget amendment will decrease the General Fund Unreserved Fund balance in the amount of \$236,500.

Development Fee Funds

Parks and Recreation Facilities Fees and Quimby In-Lieu Fees Fund

It is recommended that budget appropriations be increased in the Parks and Recreation Facility Fees Fund and the Quimby In-Lieu Fees Fund \$266,400 and \$95,400 respectively, for developer credits used to offset development fees in accordance with developer agreement A15-140 with Cal Atlantic (formerly Standard Pacific). Developer credits are issued to promote development within the City. As development occurs, developers draw down existing credits to reduce the fees they will pay based on prior written agreements. This budget amendment will have no net impact on the Parks and Recreation Facility Fees Fund and the Quimby In-Lieu Fees Fund reserves, as the appropriations will be offset by corresponding revenue credits, as discussed above.

Capital Improvement Program

At the close of the fiscal year, the City had 45 projects designated in the Capital Improvement Program. As of June 30, 2016, there are 11 projects completed, 27 projects either in the design process or under construction, and 7 projects which have not had any activity.

The completed projects are as follows:

- ADA Compliance Program – FY 2015/16
- Butterfield Ranch Road Rehabilitation
- City Yard Rehabilitation
- Rehab Community Park Center Planter
- Sewer System Deficiency Study
- Sidewalk Replacement Program – FY 2015/16
- SR-71 Off Ramp Extension
- Street Improvements Program – FY 2014/15
- Street Improvements Program – FY 2015/16
- Striping Program – FY 2015/16
- Traffic Signal LED Replacement Program – FY 2015/16

REVIEW BY OTHERS:

This agenda item has been reviewed by the Public Works Director and the Community Development Director.

FISCAL IMPACT:

The recommended modifications to the budget will decrease the General Fund Unreserved Fund balance in the amount of \$236,500. The following table indicates the financial impact to its respective fund reserves as a result of the recommended modifications:

	Net Increase/ (Decrease)
General Fund – Unreserved	\$ (236,500)
Development Fees	0
TOTAL	<u>\$ (236,500)</u>

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq.; "CEQA") and CEQA regulations (14 California Code Regulations §§15000, et. seq.) because it does not

involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Respectfully submitted:

Recommended by:



Konradt Bartlam, City Manager



Judy R. Lancaster, Finance Director

KB:JRL:PA:EC:dk

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: October 11, 2016

Item No.: 13

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT (PSA) WITH AKM CONSULTING ENGINEERS FOR PREPARATION OF THE HABITAT MITIGATION IMPLEMENTATION DESIGN PLAN PERTAINING TO PEYTON DRIVE PHASE 3 WIDENING AND ENGLISH CHANNEL IMPROVEMENT PROJECT

RECOMMENDATION:

Authorize execution of a Professional Services Agreement with AKM Consulting Engineers in a not-to-exceed amount of \$249,910 for preparation of the Habitat Mitigation Implementation Design Plans pertaining to the Peyton Drive Phase 3 Widening and English Channel Improvement Project.

BACKGROUND/ANALYSIS:

On May 17, 2016, the City Council approved the notice of completion for the Peyton Drive and English Channel - Phase 3 project. However, as a result of the project's impacts on the environment, relevant State and Regulatory Agencies issued permits and conditions requiring on-site mitigation measures that must be met. In order to ensure compliance with these regulatory measures, the on-site mitigation work to preserve, establish, restore, and enhance the existing English Channel Creek restoration must be started prior to March 15, 2017.

Staff solicited requests for proposals from various qualified consultants to undertake the mitigation work. On September 21, 2016, the City received one proposal from AKM Consulting Engineers for the preparation of the design and construction bid documents. The proposed cost is \$249,910.

AGENDA DATE: OCTOBER 11, 2016 PAGE 2
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH AKM
CONSULTING ENGINEERS FOR PREPARATION OF THE
HABITAT MITIGATION IMPLEMENTATION DESIGN PLAN
PERTAINING TO PEYTON DRIVE PHASE 3 WIDENING AND
ENGLISH CHANNEL IMPROVEMENT PROJECT

As part of the proposal, AKM Consulting Engineers will complete, but not be limited to, all of the following:

1. Review the approved "Final Compensatory Habitat Mitigation and Monitoring Plan for Peyton Drive Phase 3 of the Peyton Drive, Eucalyptus Avenue, and English Channel Improvements Project (Dated March 25, 2013)", referred to as the HMMP.
2. Review the three regulatory permits included in the HMMP, and base all work upon the permit requirements.
3. Conduct topographic land surveys.
4. Perform hydraulic analysis.
5. Prepare design plans (including site grading, planting, and irrigation plans), cost estimates, and final bid package.
6. Provide construction support.

AKM Consulting Engineers is a reputable company staffed with highly qualified and experienced personnel who will ensure that the City will receive a quality product.

REVIEW BY OTHERS:

This agenda item has been reviewed by the Finance Director.

FISCAL IMPACT:

Funding for this effort will come from the English Channel Improvement project, part of the adopted FY2016-17 Capital Improvement Program budget.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Director of Public Works

NM/FR/PS

Attachment: Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
AKM CONSULTING ENGINEERS**

THIS AGREEMENT, made and entered into this 11th day of October, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and AKM Consulting Engineers 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 12, 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 Exhibits B and C attached hereto and made a part hereof. Total compensation shall not exceed \$249,910.00. 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 will terminate on October 12, 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: Zeki Kayiran, P.E.
AKM Consulting Engineers
553 Wald
Irvine, CA 92618

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
- C. Exhibit C: Fee Schedule

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

AKM CONSULTING ENGINEERS

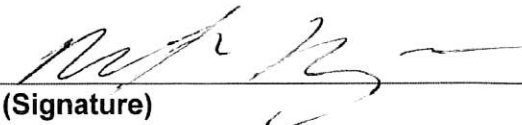
Art Bennett
Mayor


(Signature)

ATTEST:

President
(Title)

Cheryl Balz
City Clerk


(Signature)

APPROVED AS TO FORM:

C.F.O.
(Title)

Mark D. Hensley
City Attorney

EXHIBIT A

SCOPE OF WORK

for

Peyton Drive Phase 3 and English Channel/Creek Habitat Mitigation Project

Outlined below is scope of work to successfully complete preparation of design activities (PS&E), and as-needed construction support services for the Peyton Drive Phase 3 and English Channel/ Creek Habitat Mitigation Project.

The scope of work includes the following as well as each task in the proposal submitted by AKM Consulting Engineers team on September 19, 2016 (along with its task breakdown and cost estimate revisions):

- A. Review the report titled "Final Compensatory Habitat Mitigation and Monitoring Plan for the Phase III of the Peyton Drive, Eucalyptus Avenue, and English Channel Improvements Project (Dated March 25, 2013)", hereinafter referred to as the HMMP.
- B. Review the three regulatory permits included in the HMMP and base all work upon the requirements of these permits. The regulatory agencies are: California Department of Fish and Wildlife (CDFW), United States Army Corps of Engineers (USACE) and the Santa Ana Regional Water Quality Control Board (SARWQCB).
- C. Conduct the necessary land-surveys in order to hydraulically model and prepare construction plans for the project. Such surveys shall, at a minimum, provide cross-sectional data at 100 feet intervals throughout the project.
- D. Perform hydraulics analyses of English Channel/Creek with the following parameters:
 1. No hydrology calculations are anticipated. The goal is to ensure that the hydraulic capacity of the creek is not negatively impacted by the project. Consultant is to use flows which are equal to the flow capacity of the English Channel/Creek and culvert, with no backwater assumed downstream of the culvert.
 2. Use existing condition as light to moderate vegetation.
 3. Develop a widened cross-section for the preservation, establishment, restoration, and/or enhancement of creek, which includes the proposed planting plan. The proposed cross-section shall not worsen the capacity over the existing condition (with light to moderate vegetative cover).
 4. Use/refer to Conceptual English Channel Mitigation Grading Plan and Sections of the HMMP, Appendix A, Figure 9.

5. Use the US Army Corps of Engineers HECRAS software.
 6. All analyses shall use cross-sectional data (resulting from the above noted survey and the proposed cross-section) at 100-foot intervals.
 7. The analyses, at a minimum, shall include the reach starting upstream of English Creek at the McCoy Equestrian property line and extending to the inlets adjacent to Eucalyptus Avenue; and the downstream portion of English Channel/Creek on the east side of Peyton Drive.
- E. Design and prepare construction plans and special provisions for the Project, in accordance with the HMMP and the requirements of the three regulatory permits.
 - F. The construction plans, at a minimum, shall meet or improve the hydraulic capacity of the creek relative to the existing capacity.
 - G. Prepare a planting plan meeting the requirements of the HMMP. (Include planting palette and hydroseeding as necessary).
 - H. Prepare a specification for contractor removal of trash, debris and weeds, as specified in the HMMP.
 - I. Prepare an irrigation plan for the successful establishment of the required planting plan.
 - J. Include bed and bank erosion control considerations within the project and especially at vulnerable locations where there may be evidence of existing bank erosion threatening the adjacent property or such conditions developing due to the proposed project.
 - K. If the Consultant subcontracts any portion of the work, the Consultant shall ensure that all insurance provisions provided herein and in the contract are adhered to.
 - L. The Consultant shall have all calculations, reports, and plans signed and stamped by a California Registered Civil Engineer and a California Registered Landscape Architect. All such registrations shall be current.
 - M. All work submitted by the Consultant shall be complete and shall be carefully checked prior to submission. If the City discovers any errors or omissions prior to approving the Consultant's work, the work will be returned for correction and the Consultant will not be allowed additional compensation. Should the City or others discover errors or omissions in the work submitted by the Consultant after the City's approval thereof, the City's approval shall not be used as a defense by the Consultant.

Deliverables:

The successful proposer shall provide, at a minimum, the following deliverables:

1. Hydraulic calculations
2. Construction plan (Complete PS&E)
3. Planting plan
4. Irrigation plan
5. Initial plant establishment schedule and maintenance plan
6. Special Provisions and construction bid documents within 45-days of contract award.
7. Availability to respond to questions during the construction period.

All deliverables shall meet the requirements of the HMMP and the three regulatory permits. The regulatory agencies are: California Department of Fish and Wildlife (CDFW), United States Army Corps of Engineers (USACE), and the Santa Ana Regional Water Quality Control Board (SARWQCB).

Exhibit B
Compensation

- A. The method of payment for this Agreement will be based on a lump sum. The total lump sum price paid Consultant will include compensation for all work and deliverables, including travel and equipment described in Exhibit A - Statement of Work - of this Agreement. Total compensation under this Contract must not exceed \$249,910, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City consistent with billing rates found on Exhibit C. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the City Manager.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant with respect to each Task detailed in the Table of Estimated Fees and Expenses ("Table"). If Consultant fails to submit the required deliverable items according to the schedule set forth in the Table and the Statement of Work, City shall have the right to delay payment or terminate this contract in accordance with the provisions of Section 9 "Termination." In no event shall the amount of compensation exceed the amount allotted for each Task set forth in the table unless the City Engineer approves such exceedance in writing.
- C. Consultant shall not commence performance of work or services until this Agreement has been approved by the City Council and notification to proceed has been issued by the City's Contract Compliance Officer. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.
- D. Invoices shall detail the work performed on each Task set forth in the Table, as applicable. Invoices shall follow the format stipulated in the Table and shall reference this Agreement number and project title. Final invoice must contain the final cost. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to the City's Contract Compliance Officer at the following address:

City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

EXHIBIT B

COMPENSATION

City of Chino Hills

Peyton Drive Phase III and English Channel/Creek Habitat Mitigation Project

Cost Estimate (September 19, 2016)

Task	Description	Project Manager	Project Engineer	Associate Engineer	CADD Group	Clerical	AKM Total Hours	AKM Labor Cost	Sub-Consultant Hours	Sub-Consultant Cost	Total Cost
PHASE 1: 35% LEVEL COMPLETION											
Task No. 1: Project Schedule and Management											
1.1	Project Schedule	2	2				4	\$780			\$780
1.2	Meetings with the City / Agency	4	36			2	42	\$7,590			\$7,590
1.3	Site Reconnaissance		4	8			12	\$1,820			\$1,820
Task No. 2: As-Built Plans/Records Research and Review											
2.1	City Coordination		4	8		2	14	\$1,930			\$1,930
2.2	Evaluation of Existing Improvements/Reports	4	12	16			32	\$5,200			\$5,200
2.3	Review CDFW, USACE, and SARWQCB Regulatory Permits	4	8	8			20	\$3,380			\$3,380
Task No. 3: Utility/Agency Coordination											
3.1	Utility/Agency Coordination			8			8	\$1,080			\$1,080
3.2	Utility Conflicts or Design Issues Discussion			4			4	\$540			\$540
Task No. 4: Field Surveying and Topographic Mapping Services											
4.1	Field Surveying			8	4		12	\$1,420	175	\$22,400	\$23,820
4.2	Topographic Mapping			4	24		28	\$2,580	12	\$1,350	\$3,930
Task No. 5: Removal of Debris, Trash, and Weeds Services											
5.1	Preparation of Plans and Specifications			8			8	\$1,080	45	\$5,000	\$6,080
Task No. 6: Planting Plan Services											
6.1	Project Review and Preparation						0	\$0	25	\$3,100	\$3,100
6.2	Preparation of Base Sheets, Design Plans, and Narrative Description			8			8	\$1,080	40	\$4,650	\$5,730
6.3	Preparation of Initial Plant Establishment Schedule and Maintenance Plan			8			8	\$1,080	65	\$7,700	\$8,780
Task No. 7: Irrigation Plan Services											
7.1	Coordination and Preparation of Plans		2	4			6	\$910	65	\$7,700	\$8,610
Task No. 8: Channel Bed and Bank Erosion Protection Plan Services											
8.1	Review Design Criteria		4				4	\$740			\$740
8.2	Slope Protection Erosion Control Plan	2	8	12	16		38	\$4,870			\$4,870
Task No. 9: Compliance of HMMP Requirements											
9.1	Environmental Site Evaluation and Meetings			8			8	\$1,080	12	\$1,520	\$2,600
9.2	Preparation of Plans and Specifications in Compliance with HMMP Requirements and Processing of Permits		8	8			16	\$2,560	25	\$5,010	\$7,570
Task No. 10: Hydrology Study and Hydraulic Analysis											
10.1	Review City Hydrology Study Report		4	4			8	\$1,280			\$1,280
10.2	Development of Existing Channel Hydraulic Condition (HECRAS Model)	2	8	36			46	\$6,750			\$6,750
10.3	Development of Proposed Channel Sections for Hydraulic Model	2	8	24	24		58	\$7,170			\$7,170
10.4	Compliance with HMMP Requirements for Proposed Channel Sections	2	8	24			34	\$5,130			\$5,130
10.5	Development of Proposed Channel Hydraulic Condition (HECRAS Model)	2	8	12			22	\$3,510			\$3,510
10.6	Evaluation of Proposed Channel Hydraulic Condition for Approval	2	8	12			22	\$3,510			\$3,510
Task No. 11: Preparation of Preliminary Project Report and Design Plans											
11.1	Preliminary Project Report	2	16	16		8	42	\$5,970			\$5,970
11.2	35% Design Plans Preparation	2	16	40	40		98	\$12,170			\$12,170
Task No. 12: Preliminary Submittal for Review and Comments											
12.1	35% Level Submittals			8	8	4	20	\$1,980			\$1,980
	Phase 1 - Expenses										\$600
Sub-Total of Phase 1: 35% Level Completion		30	164	296	116	16	622	\$87,190	464	\$58,430	\$146,220
PHASE 2: 65% LEVEL COMPLETION											
Task No. 1: Project Management											
1.1	Project Management	4	16				20	\$3,780			\$3,780
Task No. 2: Follow-Up Permitting Agencies and Utility Coordination											
2.1	Follow-Up Agencies and Utility Coordination			8		2	10	\$1,190			\$1,190
Task No. 3: 65% Completion of Construction Plans											
3.1	Completion of Channel Design Plans	2	24	40	24		90	\$12,290			\$12,290
3.2	Completion of All Sub-Consultants' Plans	2	8	8			18	\$2,970	220	\$28,560	\$31,530
Task No. 44: Final Hydraulic Analysis, and Submittal of Channel Plans and other Required Plans											
4.1	Finalize Hydraulic Models	2	8	12			22	\$3,510			\$3,510
4.2	Preparation of Project Report	2	8	4	4	8	26	\$3,210			\$3,210
4.3	Submittal of Channel Plans, Mitigation Plans, Planting Plans, Irrigation Plans, and Initial Plant Establishment Schedule and Maintenance Plan			8	8		16	\$1,760			\$1,760
	Phase 2 - Expenses										\$600
Sub-Total of Phase 2: 65% Level Completion		12	64	80	36	10	202	\$28,710	220	\$28,560	\$57,870
PHASE 3: 100% LEVEL COMPLETION											
Task No. 1: Project Management											
1.1	Project Management	4	8				12	\$2,300			\$2,300
Task No. 2: 100% Completion of Construction Plans, Project Report, Specifications, and Engineer's Construction Cost Estimate											
2.1	Completion of Channel Design Plan	2	4	8	16	2	32	\$3,700			\$3,700
2.2	Completion of All Sub-Consultants' Plans			8			8	\$1,080	110	\$14,050	\$15,130
2.3	Specifications	4	40				52	\$8,660			\$8,660
2.4	Engineer's Construction Cost Estimates		8	16		4	28	\$3,860			\$3,860
2.5	Completion of Project Report	2	4	4	4	4	18	\$2,250			\$2,250
Task No. 3: Follow-Up Permitting											
3.1	Securing Permits			16		8	24	\$2,600			\$2,600
Task No. 4: Final Submittals											
4.1	Project Report			4			4	\$540			\$540
4.2	Final Level Submittal for Construction Bidding Services (PS&E)		2	4	4	4	14	\$1,470			\$1,470
	Phase 3 - Expenses										\$800
Sub-Total of Phase 3: 100% Level Completion		12	66	60	24	30	192	\$26,460	110	\$14,050	\$41,310
Completion of Project (Phase 1 + Phase 2 + Phase 3)		54	294	436	176	56	1,016	\$142,360	794	\$101,040	\$245,400

PHASE 4: CONSTRUCTION BIDDING SERVICES (Independent Quote)											
Task No. 1: Construction Bidding Services - To be provided by the City of Chino Hills											
Sub-Total of Phase 4: Bidding Services		0	0	0	0	0	0	\$0			\$0
PHASE 5: CONSTRUCTION SUPPORT SERVICES (Independent Quote)											
Task No. 1: Construction Support											
1.1	Attend Pre-Construction Meetings		4				4	\$740			\$740
1.2	Response to Questions and CCO		4					\$740	8	\$1,250	\$1,990
1.3	Review Shop Drawings		4	4			8	\$1,280			\$1,280
	Phase 5 - Expenses										\$500
Sub-Total of Phase 5: Construction Support Services		0	12	4	0	0	12	\$2,760			\$4,510

Grand Total Hours (Phase 1 - Phase 5)	54	306	440	176	56	1,028			794		1,822
Hourly Rate	\$205	\$185	\$135	\$85	\$55						
GRAND TOTAL (Completion of Phase 1 + Phase 2 + Phase 3 + Phase 4 + Phase 5)	\$11,070	\$56,610	\$59,400	\$14,960	\$3,080			\$145,120		\$101,040	\$249,910

Exhibit C Fee Schedule

*Peyton Drive Phase 3 and English
Channel/Creek Habitat Mitigation Project*

*City of Chino Hills
September 19, 2016*

AKM CONSULTING ENGINEERS

HOURLY FEE SCHEDULE

September 2016

<u>Labor Classification</u>	<u>Hourly Rate</u>
1. Principal	\$205.00
2. Principal Engineer	\$205.00
3. Project Manager	\$205.00
4. Project Engineer	\$185.00
5. Resident Engineer	\$175.00
6. Senior Engineer	\$175.00
7. Associate Engineer	\$135.00
8. Financial Analyst	\$100.00
9. Construction Manager	\$130.00
10. Staff Engineer	\$120.00
11. Resident Engineer (Construction)	\$115.00
12. Assistant Engineer	\$87.00
13. Senior Designer/Senior CADD Technician	\$90.00
14. Designer/CADD Technician	\$85.00
15. Engineering Technician	\$80.00
16. Engineering Aide	\$55.00
17. Data or Word Processing	\$66.00
18. Office Support	\$55.00

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.65/mile. This schedule of rates is in effect until July 31, 2017, at which time it may be adjusted.

COUNCIL AGENDA STAFF REPORT



Meeting Date: October 11, 2016

Public Hearing:

Discussion Item:

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: 14

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: SANTA ANA WATERSHED PROJECT AUTHORITY - ONE WATER ONE WATERSHED PLAN

RECOMMENDATION:

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS,
SUPPORTING THE ONE WATER ONE WATERSHED (OWOW) 2.0 PLAN

BACKGROUND/ANALYSIS:

The Public Works and Finance Departments are in the process of updating the water rates. They will be investigating the continuance of the current rate structure as well as the development of rates based upon water budgets for each user (budget-based water rates). In December of 2015, the City entered into an agreement with the Santa Ana Watershed Project Authority (SAWPA) for reimbursement of costs related to the potential development of budget-based water rates. This reimbursement opportunity is a part of the Proposition 84 funding, as administered by the California Department of Water Resources. One of the conditions of the cost-reimbursement (grant) is the adoption of SAWPA's One Water One Watershed Plan (OWOW) and all its updates. This plan was first approved in 2010 and describes measures for management of the water resources in the Santa Ana River Watershed to ensure sustainability of water resources, improve water quality, and manage storm water flows.

SAWPA has worked collaboratively with watershed stakeholders and has updated the plan, now referred to as the OWOW 2.0 Plan. The OWOW 2.0 Plan continues to provide guidelines for the management of water resources in the Santa Ana Watershed and also complies with new funding requirements of Proposition 84.

In order to continue to comply with the grant's requirements, staff recommends the adoption of the attached resolution, which supports the OWOW 2.0.

REVIEW BY OTHERS:

This item has been reviewed by the Director of Finance.

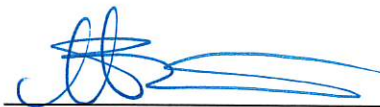
FISCAL IMPACT:

There is no fiscal impact to the City.

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 review.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Public Works Director

KB/NM/MW/mh

Attachment: Resolution

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHINO HILLS, SUPPORTING THE ONE WATER ONE
WATERSHED (OWOW) 2.0 PLAN

WHEREAS, THE Santa Ana Watershed Project Authority (SAWPA) working with stakeholders and partners throughout the Santa Ana River Watershed, prepared the "One Water One Watershed" (OWOW) Santa Ana River Watershed Integrated Regional Water Management Program (IRWMP) to address management of water resources in the Santa Ana Watershed; and

WHEREAS, SAWPA has updated the OWOW IRWMP, referred to OWOW 2.0 Plan; and

WHEREAS, the OWOW 2.0 Plan continues to represent a significant collaborative planning effort to address management of water resources in the Santa Ana River Watershed; and

WHEREAS, adoption of the OWOW 2.0 Plan is a requirement to be eligible to receive Proposition 84 grant funding; and

WHEREAS, the City of Chino Hills desires to be eligible to receive Proposition 84 grant funding.

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

SECTION 1. The City Council of the City of Chino Hills does hereby support and adopt the OWOW 2.0 Plan.

SECTION 2. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of October, 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

COUNCIL AGENDA STAFF REPORT



Meeting Date: October 11, 2016

Public Hearing: ☒

Discussion Item:

Consent Item:

CITY CLERK USE ONLY

Item No.: 15

October 4, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: RESOLUTION TO ESTABLISH AN ELECTRIC VEHICLE CHARGING
RATE FOR CITY OWNED CHARGING STATIONS

RECOMMENDATION:

Conduct a public hearing, take testimony, and adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS,
ESTABLISHING AN HOURLY FEE TO BE CHARGED BY THE CITY FOR
ELECTRIC VEHICLE CHARGING AT CITY-OWNED ELECTRIC VEHICLE
CHARGING STATIONS, MODIFYING THE MASTER SCHEDULE OF FEES TO
INCLUDE SAID FEE, AND SUPERSEDING RESOLUTION NO. 2016R-026.

BACKGROUND/ANALYSIS:

At the January 12, 2016 Council Meeting, Council approved the purchase of three slow charge stations from ChargePoint. Each station has two connections providing the City with a potential of six total concurrent charging outlets. As of August 23, 2016, the stations were completed and ready for use. One was installed at the Government Center and two are located at the Chino Hills Community Center. Annual costs for the ChargePoint stations include maintenance, electricity, repairs, and fee collection services. With the exception of electricity, costs for the first year of operation were included in the purchase of the stations.

As required by Government Code section 66018, the City must hold a public hearing and adopt a fee in order to charge for the use of the stations. Several fixed and variable costs such as estimated usage, electricity charges, maintenance, and fee collection service costs are combined to establish the fee. Staff anticipates usage at three hours per day for each of the six charging areas equating to a total annual cost of \$10,406.88. The revenue at the estimated three hours per day usage at \$1.584 per hour would cover these expenses and provide funding for the annual replacement of the wayfinding signage at the stations.

SUBJECT: RESOLUTION TO ESTABLISH AN ELECTRIC VEHICLE CHARGING RATE FOR CITY OWNED CHARGING STATIONS

Staff is recommending establishing the hourly fee at \$1.584 per hour for FY 2016-2017 while vehicles are connected to any City EV station. The calculation for this recommendation is attached to this report and is also on file at the City Clerk's Office. Staff will review the rate annually based on the various cost factors and include it with the citywide fee update recommendation.

Staff will activate the flex billing option through ChargePoint, the electric vehicle charging station's website. Flex billing accepts payment from drivers and sends monthly payments to the City for the fees collected. Staff anticipates beginning the billing process with ChargePoint within the month following City Council approval.

REVIEW BY OTHERS:

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

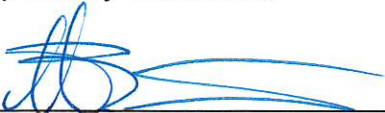
FISCAL IMPACT:

Funding for the annual maintenance costs is included in the FY 2016-17 General Fund Facilities Budget. At a rate of \$1.584 per hour, staff anticipates sufficient revenue to recoup the annual costs.

CEQA REVIEW:

This item is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The action, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, §15273.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG/mh

Attachments: Resolution with Exhibit "A"
Fee Calculation

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, ESTABLISHING AN HOURLY FEE TO BE CHARGED BY THE CITY FOR ELECTRIC VEHICLE CHARGING AT CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS, MODIFYING THE MASTER SCHEDULE OF FEES TO INCLUDE SAID FEE, AND SUPERSEDING RESOLUTION NO. 2016R-026

WHEREAS, the City Council may impose a fee for the private use of city-owned electric vehicle charging stations; and

WHEREAS, the City Council approved Resolution No. 2016R-026 to modify the Master Schedule of Fees, and all the evidence and testimony, including staff reports submitted in support of these Resolutions, are incorporated herein by reference; and

WHEREAS, pursuant to Government Code Section 66018, notice was provided as follows: public notice was published on October 1, and on October 8, 2016, in the Chino Hills Champion newspaper; and

WHEREAS, on October 11, 2016, the City Council heard public testimony and considered evidence in a public hearing held in accordance with Government Code Section 66018; and

WHEREAS, several fixed and variable costs such as estimated usage, electricity charges, maintenance, and fee collection service costs are combined to establish the fee. The calculation for this recommendation is attached to the City staff report and was also placed on file at the City Clerk's Office. Staff reasonably estimates that usage at three hours per day for each of the six charging areas equates to a total annual cost of \$10,406.88. The revenue at the estimated three hours per day usage at \$1.584 per hour would cover the EV charging station expenses and provide funding for the annual replacement of the wayfinding signage at the stations.

WHEREAS, based upon all of the evidence provided by the public and City staff, and at the recommendation of the City's Departments and the City Manager, the City Council finds that it is in the public's interest to establish the recommended fee to recover the costs of electricity and administering the city-owned electric vehicle charging stations.

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

SECTION 1. An hourly fee of \$1.584 per hour to use city-owned electric vehicle charging stations and to occupy a parking space at a city-owned electric vehicle charging station is hereby adopted.

SECTION 2. The Master Schedule of Fees, under the Public Works Fee section, is amended as set forth in Exhibit "A"; attached to this Resolution.

SECTION 3. This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. Title 14, §§15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Resolution, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §15273.

SECTION 4. This fee shall become effective on October 12, 2016.

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

PASSED, APPROVED, AND ADOPTED this 11th day of October 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

Exhibit A

City of Chino Hills
Master Schedule of Fees
Effective September 1, 2016
(Amended October 11, 2016)

PUBLIC SAFETY SERVICES

1	Police services	Release of stored and/or impounded Vehicles	\$84.00
2	Police reports	Crime reports	\$13.00
3	Traffic reports	1-5 pages	\$16.00
4	Traffic reports	Each Additional	\$0.50
5	Police services	Cite Sign Offs (Non Residents)	\$16.00
6	Police services	Clearance Letters	\$16.00
7	Police services	Vehicle Release	\$84.00
8	Police services	Copy of Parking Citation (set by Vehicle code)	\$2.00
9	Police services	Copy of Traffic Citation (set by Vehicle code)	\$11.00
10	Police services	Repossession Fee (set by Vehicle code)	\$16.00
11	False Alarm Response	Third time	\$28.00
12	False Alarm Response	Fourth time	\$56.00
13	False Alarm Response	Fifth time	\$84.00
14	False Alarm Response	Sixth and subsequent times	\$110.00
15		Parking Violations	Table 5

PUBLIC WORKS

1	Water Misc. Fee	Fire Flow Testing	\$325.00
2	Electric Vehicle Charging	Electric Vehicle Charging Rate	\$1.584/ hour

City of Chino Hills
Calculation of City-Owned Electric Vehicle Rate
As of October 12, 2016

COST			REVENUE		
	<u>Single Unit</u>	<u>Six Outlets</u>		<u>Single Unit</u>	<u>Six Outlets</u>
Network Plan	280.00	1,680.00	Revenue	1,730.10	10,380.60
Maintenance Plan	370.00	2,220.00	@ 3 hours per day		
Electricity	1,073.10	6,438.60	(\$1.58 per hour)		
Sign Replacemnt		42.00			
Total:		<u>10,380.60</u>			<u>10,380.60</u>