



A G E N D A
CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 12, 2023

6:00 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 while the meeting is in session, and on the City's website at www.chinohills.org/Agendas. 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.

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" card 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.

Emails and documents submitted will be considered a public document subject to posting on the City's website and are subject to the Public Records Act.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in the Council meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the meeting to enable the City to make reasonable arrangements. [Click here](#) to view the City's Reasonable Accommodation Policy or contact the City Clerk's office to obtain a copy.

PLEASE SILENCE ALL ELECTRONIC DEVICES WHILE COUNCIL IS IN SESSION. Thank you.

CITY COUNCIL MEMBERS

PETER J. ROGERS, MAYOR
CYNTHIA MORAN, VICE MAYOR
ART BENNETT
BRIAN JOHSZ
RAY MARQUEZ

BENJAMIN MONTGOMERY
CITY MANAGER

MARK D. HENSLEY
CITY ATTORNEY

CHERYL BALZ
CITY CLERK

6:00 P.M. - CONVENE MEETING / ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Chaplain Robert Hilton, San Bernardino County Sheriff's Department

PRESENTATIONS

1. PROCLAMATION - Proclaiming September as National Emergency Preparedness Month
2. **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. Please complete and submit to the City Clerk a "Request to Speak" card. Comments will be limited to three minutes per speaker.

CONFLICT OF INTEREST ANNOUNCEMENTS: Council Member abstentions shall be stated at this time for recordation on the appropriate item.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR (13 ITEMS) - *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.*

3. Approve August 8, 2023, City Council Meeting Minutes
4. Receive and file City Official Report pursuant to Section 2.2.5 of City Official Travel Expense and Reimbursement Policy for period of June 27 through September 11, 2023
5. Ratify payments over \$25,000 totaling \$8,314,067.61 for month ended July 31, 2023
6. Receive and file Monthly Financial Report for month ended July 31, 2023
7. Receive and file Investment Report for month ended July 31, 2023
8. Authorize execution of Amendment No. 2 to Agreement No. A2021-185 with Chino Valley Unified School District in amount of \$772,060 for additional School Resource Officer coverage at Chino Hills elementary, junior high, and high schools as needed through May 23, 2024
9. Adopt budget amendment resolution for Fiscal Year 2023-24 increasing General Fund Budget by \$17,270 and authorize execution of Amendment No. 2 to Agreement No. A2021-158 with LG2WB Engineers, Inc., increasing total not-to-exceed amount to \$65,070 for General Plan Update Vehicle Miles Traveled Analysis

10. Adopt budget amendment resolution for Fiscal Year 2023-24 increasing General Fund Budget by \$23,760 and authorize execution of Amendment No. 1 to Agreement No. A2022-058 with LG2WB Engineers, Inc., increasing total not-to-exceed amount to \$89,622.50 for General Plan Update Traffic Impact Analysis
11. Accept donation from Chino Hills Community Foundation in amount of \$50,000 for Torrey Pines Park Rehabilitation Project; adopt budget amendment resolution for Fiscal Year 2023-24 increasing General Fund Budget by \$50,000 for Chino Hills Community Foundation donation; and determine project to be exempt from review under California Environmental Quality Act
12. Adopt budget amendment resolution for Fiscal Year 2023-24 increasing Community Services Fund Budget by \$7,523 and authorize execution of agreement with City of Chino in amount of \$192,522.48 to provide Human Services Programs
13. Adopt resolution adopting Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2024-25 through 2028-29 to include the Pine Avenue Extension Project and Soquel Canyon Parkway/Peyton Drive Connection Project
14. Authorize execution of Amendment No. 1 to Agreement No. A2022-267 with Rivers and Lands Conservancy, increasing total not-to-exceed amount to \$53,185 for additional staff time to complete Phase I modifications of Long Term Management Plan for clarification of monitoring visits, roles, and responsibilities to correspond to Property Analysis Report utilized to prepare future endowment estimate
15. Authorize execution of Amendment No. 1 to Agreement No. A2023-041 with BKF Engineers, increasing total not-to-exceed amount to \$87,113 for additional scope of services required to modify pavement rehabilitation, enhance existing crosswalk striping at several intersections, and enhance existing base map, and determine project to be exempt from review under California Environmental Quality Act

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

16. Adopt urgency ordinance by 4/5th vote regarding dangerous animals and establishing an Administrative Hearing Process entitled: "An Urgency Ordinance of the City of Chino Hills Amending Chapters 6.04 and 6.16 of Title 6 of the Chino Hills Municipal Code Regarding Dangerous Animals, Potentially Dangerous Dogs and Vicious Dogs and Establishing an Administrative Hearing Determination Process and Finding That the Ordinance is Not a Project Under the California Environmental Quality Act; introduce regular Ordinance regarding dangerous animals and establishing an Administrative Hearing Process entitled: "An Ordinance of the City of Chino Hills Amending Chapters 6.04 and 6.16 of Title 6 of the Chino Hills Municipal Code Regarding Dangerous Animals, Potentially Dangerous Dogs and Vicious Dogs and Establishing an Administrative Hearing Determination Process and Finding That the Ordinance is Not a Project Under the California Environmental Quality Act" for first reading by title only and waiving further reading; and adopt resolution ratifying designation of and expressly designating, Inland Valley Humane Society and S.P.C.A. as primary Animal Control Enforcement Agency for City of Chino Hills and finding resolution is not a project under California Environmental Quality Act

17. Adopt budget amendment resolution for Fiscal Year 2023-24 increasing CFD Regional Fund Budget by \$762,750; award bid and contract to Pub Construction, Inc., in amount of \$833,526.86; authorize City Manager to approve cumulative change orders up to ten percent (\$83,352.69) of awarded contract amount; and determine project to be exempt from review under California Environmental Quality Act for Crossroads Park Playground Retrofit and Parking Lot Expansion Project

PLANNING COMMISSION MATTERS - *This portion of the City Council Agenda is for matters from the September 5, 2023, Planning Commission Meeting. No action is required unless two members of the City Council wish to request a review of the matter, in accordance with Section 16.58.070 of the Chino Hills Municipal Code. Expiration of the public appeal period on Planning Commission Item 3 is September 19, 2023, 5:30 p.m.*

18. Shady View Residential Project (SCH NO. 2021060576), Applicant: TH Shady View LLC; Addendum No. 1 to Final Environmental Impact Report (FEIR) to evaluate potential impacts of project implementation on Crotch's Bumble Bee, which, with mitigation measures already adopted in FEIR were determined to be less than significant and no changes or modifications to approved project are proposed

PUBLIC HEARING - *This portion of the City Council Agenda is for all matters that legally require an opportunity for public input. Please complete and submit a speaker card to the City Clerk. Comments will be limited to three minutes per speaker.*

19. Extension of Time 23EXT01 requested by Stonefield Development, applicant on behalf of Ausmas Properties, LLC, property owners, to grant 24-month extension to second phase of Tentative Tract Map No. 18393 subdividing 29.8 acres of land to create 25 single-family residential properties located northwest of Carbon Canyon Road and east of Fairway Drive - Staff recommends continuance of Public Hearing to October 10, 2023

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Fire and Police

COUNCIL REPORTS

Mayor Rogers

- Chino Basin Desalter Authority Board

Council Member Bennett

- Chino Valley Unified School District Board

Council Member Johsz

- Legislative Advocacy Committee
- West Valley Mosquito and Vector Control Board

Council Member Marquez

- Cal Cities
 - Latino Caucus Board
 - Latino Caucus Legislative Committee
- Omnitrans Board
- San Bernardino County Transportation Authority
 - Board of Directors
 - Metro Valley Study Session
 - Transit Committee
- Southern California Association of Governments
 - Regional Council
- Southern California Regional Rail Authority
 - Contracts, Operations, Maintenance, and Safety Committee

COUNCIL COMMENTS

ADJOURN IN MEMORIAM AND IN HOPE: Adjourn in memory of former Chino City Council Member Glenn Duncan who passed away on August 28, 2023, at the age of 75.

MINUTES

CITY COUNCIL
CITY OF CHINO HILLS

AUGUST 8, 2023
REGULAR MEETING

Mayor Rogers called the Closed Session meeting to order 4:00 p.m. and requested City Clerk Balz to call roll.

PRESENT: COUNCIL MEMBERS: PETER ROGERS
CYNTHIA MORAN
ART BENNETT
BRIAN JOHSZ
RAY MARQUEZ

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: BENJAMIN MONTGOMERY, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY
ELIZABETH CALCIANO, ASSISTANT CITY ATTORNEY
CHERYL BALZ, CITY CLERK

PUBLIC COMMENTS

There were no public comments.

RECESS TO CLOSED SESSION

Mayor Rogers declared the meeting recessed at 4:00 p.m. for Closed Session. City Clerk Balz did not attend this portion of the meeting.

PUBLIC EMPLOYMENT

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

LIABILITY CLAIMS

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation:

- a. Ashley Bautista, an incompetent, by and through her Guardian ad Litem, John Bautista v. City of Chino Hills, a public entity, and Does 1 to 50, inclusive, San Bernardino County Court Case No. CIVDS 2103831
- b. Joshua Poli, an individual v. City of Chino Hills, a public entity, and Does 1 to 30, inclusive, San Bernardino County Superior Court Case No. CIVSB 2215339

- c. Niral Patel, Alec Justice v. Andrew Paul Brown; City of Chino Hills; County of San Bernardino; San Bernardino County Sheriff's Department; and Does 1 to 90, inclusive, Los Angeles County Superior Court Case No. 22STCV40050
- d. Eman Tanagho, as the Surviving Biological Mother of Decedent, Jamil Tanagho v. Reynolds Sports Management, Big League Dreams Chino Hills, LLC, City of Chino Hills, and Does 1-20, inclusive, Riverside County Superior Court Case No. CVRI2302786
- e. Jie Zou, as Administrator of the Estate of Mingxiang Zou v. City of Chino Hills, San Bernardino County Superior Court Case No. CIVSB 2316320

EXISTING LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - Mike Tabor v. City of Chino Hills, City Manager Ben Montgomery - Case No. CIVSB 2318146

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1):
Existing Litigation: City of Chino Hills v. Flaviano E. Dimaranan, Adelaida A. Dimaranan, Ligang Li, Chuan Wang, Sommai Patamakanthin, Ashfaq Kazi, Farhana Kazi, James Moon, Geonju Moon, Xiangyan Gao, Yiming Qiu - Case No. CIVSB 2215448

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - City of Chino Hills v. Jichun Jiang, Ann Qian Wang, Jose Iniguez, Maria Iniguez, James Wen-Chungtien Tien, Man-Po Wang, Chen-Fu Lei, Hsiu-Chin Rev Fam Tr 6/17, and Does 1 through 30, inclusive - Case No. CIVSB 2301707

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - City of Chino Hills v. Wai Min Liu, Yi Liu, W Liu & Y Liu Family Rev Liv Tr 11/12/20, Lonnie Weber, Robert Weber, Santos Lemus, and Does 1 through 30, inclusive - Case No. CIVSB 2302673

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - City of Chino Hills v. Weiming Mo, Zhao Jun, and Does 1 through 30, inclusive - Case No. CIVSB 2312001

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - City of Chino Hills v. Warren Tsang, Michelle Tsang, Tsang Family Trust 10/22/14, and Does 1 through 30, inclusive - Case No. CIVSB 2305319

POTENTIAL INITIATION OF LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(4)
Potential Initiation of Litigation (5 cases)

CLOSED SESSION RECESS

Mayor Rogers recessed the Closed Session at 5:50 p.m.

CONVENE MEETING AND ROLL CALL

Mayor Rogers called the regular meeting to order at 6:00 p.m. and requested City Clerk Balz to call roll.

PRESENT: COUNCIL MEMBERS: PETER ROGERS
CYNTHIA MORAN
ART BENNETT
BRIAN JOHSZ
RAY MARQUEZ

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: BENJAMIN MONTGOMERY, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
DANIEL BOBADILLA, PUBLIC WORKS DIRECTOR
CHRISTA BUHAGIAR, FINANCE DIRECTOR
JESSICA CONTRERAS, DEPUTY CITY CLERK II
BRANDON FONACIER, COMMUNITY RELATIONS ANALYST
NICOLE FREEMAN, PUBLIC INFORMATION OFFICER
ALLEN GIRARD, CHIEF OF POLICE, CHINO HILLS
ROD HILL, ASSISTANT CITY MANAGER
NICHOLAS LIGUORI, COMMUNITY DEVELOPMENT
DIRECTOR
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
LYNNAE SISEMORE, ASSISTANT CITY CLERK
DAVE WILLIAMS, FIRE CHIEF, CHINO VALLEY INDEPENDENT
FIRE DISTRICT

PLEDGE OF ALLEGIANCE TO THE FLAG [01:32]

Led by Mayor Rogers.

INVOCATION [01:48]

Led by Pastor Ken Elben, Chino Valley Community Church.

PRESENTATIONS

RECOGNITION - POLICE CHIEF GARTH GOODELL [02:32]

Mayor Rogers presented certificates of commendation on behalf of the City, Congresswoman Kim, Senators Newman and Seyarto, Assembly Member Chen, and County Supervisor Hagman to former Police Chief Garth Goodell for his dedicated service to the Chino Hills community, as he was promoted to Deputy Chief of the San Bernardino Sheriff's Department Personnel/Emergency Services Bureau.

Council Member Marquez thanked Chief Goodell for being a dedicated and hard worker and wished him well in his future endeavors.

Vice Mayor Moran and Council Member Bennett thanked Chief Goodell for his years of service and wished him well on his new promotion.

Council Member Johsz spoke of Chief Goodell's engagement with the community and wished him luck in his future endeavors.

Chief Goodell thanked the Council for the recognition and said the hard work and appreciation goes to his professional and sworn staff. He said that he has spent the last nine years with the City and had a great working relationship with Council, staff, and the community. Chief Goodell said that the City is in great hands with the newly appointed Police Chief, Al Girard.

RECOGNITION - CHINO HILLS GIRLS SOFTBALL 8U RED TEAM [12:10]

Mayor Rogers presented certificates of recognition on behalf of the City, Congresswoman Kim, Senators Newman and Seyarto, Assembly Member Chen, and County Supervisor Hagman to the Chino Hills Girls Softball 8U Red Team for winning first place and being the District Tournament Champions. Coach Steven Falls thanked the City Council for the recognition and spoke about the team's outstanding record, levels of achievement, and how they played against tough teams in their age group. Lastly, he said that all the parents were proud of them and that the team had an outstanding season.

INTRODUCTION - NEW EMPLOYEES [21:06]

Mayor Rogers introduced Erica Carrico, Utility Billing Technician in the Finance Department and welcomed her to the Chino Hills team. Ms. Carrico thanked the Council for the introduction and said she's delighted to be a part of the Chino Hills team and to see what the future holds.

Mayor Rogers introduced the new Police Chief, Allen Girard and welcomed him to the Chino Hills team. Police Chief Girard said that it is an honor to continue to serve the City of Chino Hills in his new capacity as Police Chief and he is committed to providing excellent customer service in his new role. Following the introduction, Police Chief Girard introduced the new Lieutenant Mario Juarez and said that he has worked with him for more than 29 years and is elated that he was appointed as his second in command. Lieutenant Juarez said he looks forward to working with the Chino Hills community.

PRESENTATION - WILDFIRE MITIGATION EFFORTS [28:31]

Melissa Boyd, Southern California Edison Government Relations Manager and Louis Morena, Outage Team Director, gave a PowerPoint presentation which is on file in the City Clerk's Office, regarding wildfire mitigation and SCE's efforts to protect the grid. Ms. Boyd spoke about high fire risk inspections, vegetation management, weather stations, Public Safety Power Shutoffs (PSPS), maintenance outage processes, common repair outages, the robust digital notification system, how to sign up for notifications at SCE, partnerships with local fire agencies and 211 customer support, PSPS customer programs and resources, rebates for battery operated generators, critical backup battery program, and provided helpful information and resources, such as calling (800) 655-4555 for billing, or (800) 611-1911 for power outage related issues.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION [43:09]

There was no reportable action taken in Closed Session

PUBLIC COMMENTS [43:22]

Suzette Dang, representing Supervisor Hagman's office, congratulated the girls' softball 8u Team on their championship, and thanked both Chief Goodell and Police Chief Girard for their dedication to the community. Ms. Dang announced upcoming events: the 4th District Land Use Services Open House event at the James Thalman Branch Library on August 9th from 5:00 to 7:00 p.m. and a shredding drive-thru event on Saturday, September 30th at the Upland Community Park located at 1150 East Foothill Boulevard in Upland, open to all San Bernardino County residents. Lastly, Ms. Dang thanked the organizers of National Night Out for promoting safety and becoming acquainted with neighbors in the community.

Joann Genis, resident, thanked Chief Goodell for his service to the community and for keeping an open line of communication regarding her personal matters. She also thanked Mayor Marquez for connecting her with Chief Goodell and for inviting her to several events to speak about fentanyl abuse.

Lee Guenveur, resident, thanked Council for their open lines of communication with their citizens and said a lot of organizations could benefit from how business is conducted in this City.

CONFLICT OF INTEREST ANNOUNCEMENTS [52:04]

There was no conflict of interest announcements to record.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR [52:16]

Mayor Rogers announced the Consent Calendar items and asked the Council if there were any items to pull.

Council Member Marquez pulled Item Nos. 25 and 27, pertaining to the purchase of remote-operated slope mower and the Community Park Scoreboards Replacement Project; and Vice Mayor Moran pulled Item No. 26, pertaining to the McCoy Equestrian Center Barn Exterior Rehabilitation Project for discussion and separate votes.

A motion was made by Council Member Johsz and seconded by Council Member Marquez to approve the following Consent Calendar items:

MINUTES

The City Council approved the July 11, 2023, City Council Regular Meeting Minutes, as presented.

PAYMENT REGISTERS

The City Council ratified payments over \$25,000 totaling \$4,135,939.56 for the month ended June 30, 2023, as presented.

INVESTMENT REPORT

The City Council received and filed the Investment Report for the month ended June 30, 2023, as presented.

MUNICIPAL CODE AMENDMENTS - COMMISSION MEETINGS START TIMES - ORDINANCE ADOPTED

The City Council adopted **Ordinance No. 399** of the City of Chino Hills Amending Title 2, Administration and Personnel, Chapter 2.28 - Boards and Commissions Generally, Section 2.28.090; Chapter 2.32 - Parks and Recreation Commission, Section 2.32.060; Chapter 2.36 - Planning Commission, Section 2.36.020; and Chapter 2.40 - Public Works Commission, Section 2.40.060 of the Chino Hills Municipal Code Relating to Time and Place of Meetings of Each Commission revising the regular meeting start times of the Parks and Recreation, Planning, and Public Works Commissions to 6:00 p.m. - Second Reading (Introduced July 11, 2023).

WASTEWATER RATES AND CHARGES - ORDINANCE ADOPTED

The City Council adopted **Ordinance No. 400** of the City of Chino Hills, Setting the Amount of Wastewater Rates and Charges Pursuant to Health and Safety Code Section 5471 Et. Seq. and Determining That the Subject Activity is Exempt From Review Under the California Environmental Quality Act - Second Reading (Introduced July 11, 2023).

AGREEMENT AMENDMENT - PART-TIME CONTRACT BUILDING INSPECTOR

The City Council authorized execution of Amendment No. 1 to Agreement No. A2023-077 with The Code Group, Inc., dba VCA Code, increasing the total not-to-exceed contract amount from \$50,000 to \$95,000 to provide for a part-time contract building inspector through end of 2023.

ON-CALL CONSULTANTS LIST

The City Council approved the establishment of a list of 21 pre-qualified Building, Geological, Commercial Brokerage, and Engineering-Land Development services consultants as outlined in the written staff report, which is on file in the City Clerk's Office, to be valid for up to five years and superseding the previous on-call consultant list.

AGREEMENT - COMMUNITY PARK EXPANSION OF PARKING LOT AND PAVEMENT IMPROVEMENTS PROJECT

The City Council (1) awarded **Agreement No. A2023-165** to Ludwig Engineering Associates, Inc., in the amount of \$118,870 for the Community Park Expansion of Parking Lot and Pavement Improvements Project located at 3280 Eucalyptus Avenue; and (2) determined the project to be exempt from review under California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq. ("CEQA") pursuant to Section 15301 of CEQA Guidelines.

PURCHASE ORDER - CARPET AND FLOORING AT CITY HALL AND POLICE DEPARTMENT BUILDING

The City Council (1) found that the exception to competitive bidding procedures under Chino Hills Municipal Code (CHMC) Section 3.16.110.G applies because Mohawk Carpet Distribution Inc. has an existing contract through Sourcewell, Contract #080819-

MCD, and the procurement process utilized by the entity is substantially similar to the provisions of CHMC Chapter 3.16 - Purchasing System; and (2) authorized the issuance of a purchase order to Mohawk Carpet Distribution Inc. utilizing cooperative purchase Contract #080819-MCD in the amount of \$78,151.81 for the purchase of carpet and flooring for the stairways at City Hall and the Police Department building.

AGREEMENT - SHADY VIEW RESIDENTIAL PROJECT

The City Council awarded **Agreement No. A2023-166** to RMA Group in the amount of \$89,200 for Quality Assurance/Quality Control (QA/QC) engineering services for the Shady View Residential project located at the southern terminus of Shady View Drive.

MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLANS - RESOLUTIONS ADOPTED

The City Council adopted (1) **Resolution No. 2023R-057** of the City of Chino Hills, Adopting the Revised Measure I Five-Year Capital Improvement Plan for Fiscal Year 2022-23 Through Fiscal Year 2026-27; and (2) **Resolution No. 2023R-058** of the City of Chino Hills, Adopting the Measure I Five-Year Capital Improvement Plan for Fiscal Year 2023-24 Through Fiscal Year 2027-28.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

PURCHASE ORDER - REMOTE-OPERATED SLOPE MOWER [53:02]

Council Member Marquez pulled this item for separate discussion and vote. He thanked City Manager Montgomery and Public Works Director Bobadilla for purchasing this mower for the maintenance of open space in the City.

Following discussion, a motion was made by Council Member Marquez and seconded by Council Member Johsz to authorize the City Council to (1) find that the exception to competitive bidding procedures under Chino Hills Municipal Code (CHMC) Section 3.16.110.G applies because Embankscape Equipment, LLC, dba RC Mowers ("RC Mowers") has an existing contract through H-GAC, Contract #GR01-20, and the procurement process utilized by the entity is substantially similar to the provisions of CHMC Chapter 3.16 - Purchasing System; and (2) authorize issuance of a purchase order to Embankscape Equipment, LLC dba RC Mowers utilizing cooperative purchase

Contract #GR01-20 in the amount of \$72,241.46 for the purchase of a remote-operated slope mower for weed abatement.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

MCCOY EQUESTRIAN CENTER BARN EXTERIOR REHABILITATION PROJECT - RESOLUTION ADOPTED [54:08]

Vice Mayor Moran pulled this item for separate discussion and vote. She asked if part of the improvements for this item were going to be interior paint and a bathroom remodel. Capitol Project and Facilities Superintendent Manuel replied that this contract was specific to exterior paint only and the interior improvements would be a separate phase since those contracts are smaller and outside of Council action.

Following discussion, a motion was made by Vice Mayor Moran and seconded by Council Member Marquez to (1) adopt **Resolution No. 2023-059** of the City of Chino Hills, Approving the Specifications/Scope of Work for the McCoy Equestrian Center Barn Exterior Rehabilitation Project Pursuant to Government Code Section § 830.6; (2) authorize staff to solicit bids for the McCoy Equestrian Center Barn Exterior Rehabilitation Project; and (3) determine the project to be exempt from review under California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq. ("CEQA"), pursuant to Section 15302 of CEQA Guidelines.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

COMMUNITY PARK SCOREBOARDS REPLACEMENT PROJECT - RESOLUTION ADOPTED [55:29]

Council Member Marquez pulled this item for separate discussion and vote. Council Member Marquez asked if a scoreboard was still necessary due to technology advancements with apps on phones that assist in keeping score. City Manager Montgomery stated that the scoreboards are part of the improvement project at Community Park and through the larger scale project, bids are being requested to quantify the cost of replacement or to see if there are any other technological advancements that would make more sense.

Mayor Rogers asked if the scoreboards are still being utilized as originally planned. Community Services Director Marshall stated that things have evolved over time as it relates to scorekeeping and the app Game Changer has allowed people to watch games from anywhere. He said the bid for scoreboards is part of the initial phase of the Community Park Rehabilitation Project and bid results will be brought back to Council for additional discussion.

Following discussion, a motion was made by Council Member Marquez and seconded by Council Member Johsz, to (1) adopt **Resolution No. 2023-060 of the City of Chino Hills, Approving the Design and Specifications for the Community Park Scoreboards Replacement Project Pursuant to Government Code Section § 830.6**; (2) authorize staff to solicit bids for the replacement of all specified components for the Community Park Scoreboard Replacement project; and (3) determine the project to be exempt from review under California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq. ("CEQA"), as a Class 2(c) Categorical Exemption (replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity), pursuant to Section 15302 of CEQA Guidelines.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC HEARINGS

SEWER CHARGES ON COUNTY TAX ROLL FISCAL YEAR 2023-24 - RESOLUTION ADOPTED [01:01:06]

Finance Director Christa Buhagiar briefed the City Council on the staff report and provided a PowerPoint presentation, which is on file in the City Clerk's Office outlining the number of sewer-only accounts within City limits and the challenges with collecting past due payments due to there being no mechanism to enforce payment. She stated that Council took action on May 24, 2023, to approve the placement of the City's sewer charges for residential sewer-only parcels on the San Bernardino County Tax Roll and ordered the filing of a report specifying the charge for each parcel and setting the public hearing for this date.

Mayor Rogers opened the public hearing and asked if anyone wished to address the City Council on the matter.

An unnamed resident, voiced his concerns about the increase to property taxes with the implementation of sewer charges added to the county tax roll.

Mayor Rogers closed the public hearing.

City Attorney Hensley clarified that this is not an increase to the property tax bill, but rather a collection vehicle for the City to collect sewer charges for those residents who only pay for sewer fees and who are delinquent on their accounts.

Council Member Marquez asked if this would only be for delinquent accounts and others would still receive a bill. Finance Director Buhagiar stated that instead of the City sending a monthly utility bill, the amount will be an assessment on their property tax bill, as the City does not have any enforcement tools when sewer-only payments are delinquent. Council Member Marquez asked what the average annual sewer cost equates to. Finance Director Buhagiar stated that it would be \$384.27 for the fiscal year. Council Member Marquez asked why the City cannot bill the residents monthly. Finance Director Buhagiar stated that typically, the delinquent accounts are tenants rather than owners and that there is no mechanism to collect payments from those that only pay sewer charges if they choose not to pay. The addition of the sewer charges to the property tax bill ensures payment for the charges incurred.

Council Member Bennett stated that adding the payment to the property tax bill is a good way of ensuring the bill is paid and prevents the City from having to chase down delinquencies. He asked if there was an administrative charge. Finance Director Buhagiar stated that the administrative charge is thirty cents per account, per year. Council Member Johsz concurred with Council Member Bennett's comments and thanked staff for bringing this item forward.

City Manager Montgomery clarified that this service is normally billed monthly and that it is simply a shift on how the city will collect payments for sewer-only service. He restated that fees are not increasing, and that sewer or trash services cannot be shut off/stopped to entice residents to pay their bill.

Council Member Marquez asked instead of the sewer charge being broken down to approximately \$32 a month, it is now \$400 collectively. Council Member Bennett clarified that this amount can be broken up into two installments, same as your property tax bill.

Following discussion, a motion was made by Council Member Johsz and seconded by Council Member Bennett to adopt **Resolution No. 2023R-061** of the City of Chino Hills, *Adopting a Written Report Regarding Sewer Charges for Fiscal Year 2023-24 and Directing That Such Charges be Collected on the County Tax Roll for Fiscal Year 2023-24.*

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: ROGERS, MORAN, BENNETT, JOHSZ

NOES: COUNCIL MEMBERS: MARQUEZ

ABSENT: COUNCIL MEMBERS: NONE

ADMINISTRATIVE POLICY - TREE TRIMMING RESI-PAY PROGRAM - RESOLUTION ADOPTED [1:14:23]

Management Analyst I Dalpont briefed the City Council on the staff report and provided a PowerPoint presentation, which is on file in the City Clerk's Office. She provided the background, purpose, and policy with regards to the Tree Trimming Resi-Pay Program which was created to provide an option allowing for discretionary tree trimming at residents' expense subject to conditions.

Council Member Marquez asked if trimming or topping city-owned trees is illegal. Management Analyst Dalpont answered affirmatively.

Mayor Rogers opened the public hearing and asked if anyone wished to address the City Council on the matter.

Dave McCormick, resident, spoke about the lack of tree trimming behind his home, how he feels the program is cost prohibitive and hopes that something could be done to include maintenance behind residential homes without going through a restrictive and expensive process.

Mayor Rogers closed the public hearing.

Council Member Marquez asked City Manager Montgomery to explain the fee structure of the program and if it would be a pass-through fee. City Manager Montgomery said that the fee structure is designed to cover the cost of the City's contractor doing the work. He stated that this will not preclude the City from performing its scheduled tree trimming maintenance, but this program will simply allow residents to request discretionary tree trimming intermittently.

Council Member Marquez asked if fallen tree branches and dead brush will continue to be maintained by the City. Public Works Director Bobadilla stated that it is part of the City's normal practice to have the Contractor address those issues.

Vice Mayor Moran stated that most of the requests she receives from residents pertains to overgrown trees or dead brush. She said that Public Works staff are great at responding and assessing tree and brush in the City. She stated that for residents who want to have trees trimmed earlier than scheduled, this program is a great mechanism.

Mayor Rogers and Council Member Bennett agreed that this program could be beneficial to residents. Council Member Bennett asked if staff could clear the debris around Mr. McCormick's home as part of our normal maintenance process.

Following discussion, a motion was made by Council Member Johsz and seconded by Council Member Bennett to (1) approve the addition of new Section 2.3 - Tree Trimming Resi-Pay Program Policy to the Administrative Policies and Procedures Manual and determine that the adoption of the Tree Trimming Resi-Pay Program Policy is exempt from review under the California Environmental Quality Act; and (2) adopt **Resolution No. 2023R-062** of the City of Chino Hills, Amending Resolution No. 2023R-021 to Add a New Table 10 for Tree Trimming Service Fees and Resi-Pay Admin Fee to the Master

Schedule of Fees, Fines and Penalties and Determined That the Adoption of These Fees is Exempt From Review Under the California Environmental Quality Act.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT [01:26:15]

Public Information Officer (PIO) Freeman announced the following information:

- **RECREATION & CITY NEWS**

- Fall Recreation Guide & City News brochure is now available online at www.chinohills.org/RecBrochure and began arriving in mailboxes last week
- Includes information on City news, fall class registration, and special events like Paws at the Park on Saturday, September 9th, from 9:00 a.m. to 11:00 a.m. at Vila Borba Dog Park
- Dogs of all paw sizes will have the opportunity to take part in little dog races, a best trick contest, and a dog fashion show
- There will also be vendor booths, giveaways, door prizes and kid's craft activities
- Vendor applications are open now and more information can be found online at www.chinohills.org/Events

- **CHAMBER LEADERSHIP COLLABORATION DONATION**

- City Manager Ben Montgomery represented the City of Chino Hills as part of the Chino Valley Chamber's Leadership Collaborative over the last eight months where they toured and met with different businesses throughout the Chino Valley
- As one of their goals and group initiatives, they recently partnered with the Chino Valley Independent Fire District (CVIFD) and Chino Valley Fire Foundation to raise funds to purchase an AED and trauma kit that was donated and installed inside Buffalo Wild Wings
- CVIFD also trained Buffalo Wild Wings staff members, leadership collaborative members, and members of the public on how to use the live-saving devices as well as increasing the number of AEDs in Chino Hills and the number of people who know how to use them

City Manager Montgomery stated that Police Chief Girard is also part of the Chamber Leadership Collaborative and has been instrumental in this project.

SAFETY UPDATES - Fire and Police [01:28:11]

Fire: Fire Chief Williams congratulated Chief Goodell on his promotion and thanked him for the phenomenal working relationship. He also thanked the community for the welcome and support during National Night Out and the outpouring of community engagement.

Police: Police Chief Girard stated that on July 27th Detectives and Deputies performed a follow-up investigation for a felony fraud case and conducted a traffic stop that detained a male subject, which authored a search warrant in Ontario. Detectives recovered a large amount of United States Currency and falsified foreign government documents, and fraudulent identification cards. Seven individuals who were part of a Romanian theft organization were arrested and booked at West Valley Detention Center. On July 11th, a suspect was identified impersonating a Police Officer by wearing a uniform and using a vehicle with emergency lights and fire decals. On July 20th, the suspect was arrested, and the arresting officers recovered firearms, soft body armor, duty belt, a fire investigator identification card and badges, as well as decals and uniforms. The suspect was booked at the West Valley Detention Center. Police Chief Girard commended everyone that participated in National Night Out. He stated that he, along with several station personnel, and Citizens on Patrol members visited 16 locations. Police Chief Girard stated that on July 14th, the Chino Hills Police Station participated in the "Know Your Limit Program" which raises awareness about the dangers of drinking and driving and is an interactive way to demonstrate how much, or how little, alcohol it can take to reach the legal limit. He stated that Deputies visited local eateries in the City and the goal was for people to understand how the consumption of alcohol could affect their ability to get home safely, as well as the costs associated with Driving Under the Influence. He stated they roughly had about 30 participants and that the program ended up being a success. Police Chief Girard reminded residents that school is back in session and informed the public about back to school safety tips. He asked parents to teach children to look both ways before crossing the street and to be patient with one another. Lastly, he introduced and shared the new Public Service Announcement video regarding tips to avoid residential burglaries.

Mayor Rogers commended Police Chief Girard for a great presentation and congratulated the Deputies on the successes they have had over the last month.

Council Member Johsz asked Police Chief Girard what the two locations were that Deputies visited for the "Know Your Limit" event. Police Chief Girard stated that the Deputies went to Septembers and The Pub for educational purposes, only for enforcement.

COUNCIL REPORTS [01:37:40]

Mayor Rogers

- **CHINO BASIN DESALTER AUTHORITY BOARD**
Mayor Rogers attended the Chino Basin Desalter Authority Board meeting and said that the Board approved a number of contracts to fund product purchases for repairs of the facility.

- **TRES HERMANOS CONSERVATION AUTHORITY BOARD**

Mayor Rogers attended the Tres Hermanos Conservation Authority Board meeting and said that the Board approved a bi-monthly meeting schedule and fine-tuned the first tours for the property, which is scheduled for September 23rd. Mayor Rogers said that they will conduct four tours, scheduled for one hour per tour. He stated there will be a sign-up process through the Tres Hermanos website which will be on a first come first served basis. He stated there will be docents on the tour, providing history and context to the tour.

Mayor Rogers asked Council Member Marquez if he had any comments to add.

Council Member Marquez stated that the conservancy has come a long way with great leadership and has been successful in keeping the 1,750 acres in Chino Hills open.

Mayor Rogers added that the 2,500 acres corridor is beautiful year-round and they are excited for residents to be able to visit the property.

- **WATER FACILITIES AUTHORITY BOARD**

Mayor Rogers attended the Water Facilities Authority Board meeting and stated that General Manager Terry Catlin retired after 19 years of service and said that the Board thanked Terry for his years of service and wished him well on his retirement. He stated that the Board approved contracts for much needed repairs in the facility, along with general maintenance and replacement projects.

Council Member Bennett

- **CHINO VALLEY INDEPENDENT FIRE DISTRICT BOARD**

Council Member Bennett stated that he was unable to attend the Chino Valley Independent Fire District Board meeting due to out-of-town visitors and introduced Fire Board Director Mike Kreeger who was seated in the audience.

- **CHINO VALLEY UNIFIED SCHOOL DISTRICT BOARD**

Council Member Bennett attended the Chino Valley Unified School District Board meeting and said that the meeting contained lively and passionate discussion for four and a half hours.

- **CALIFORNIA INSTITUTION FOR WOMEN CITIZENS ADVISORY COMMITTEE**

Council Member Bennett attended the California Institution for Women (CIW) Citizens Advisory Committee and stated that there are currently only two female prisons in the State of California, with CIW currently housing 917 inmates and the other prison houses 2,500 inmates. He stated that the current Warden of CIW is trying to get approximately 300-500 inmates transferred to her facility. He stated that the median age of the inmates is 55 years old, and that the facility is doing a wonderful job with rehabilitation efforts.

- CALIFORNIA INSTITUTION FOR MEN CITIZENS ADVISORY COMMITTEE
Council Member Bennett attended the California Institution for Men (CIM) Citizens Advisory Committee and stated that there are currently 2,289 inmates. He said 700 of those inmates have high medical risk, and that the CIM in Chino is known for their outstanding medical care.

Council Member Marquez

- CAL CITIES
 - BOARD OF DIRECTORS
Council Member Marquez attended the Cal Cities Legislative Board of Directors meeting and stated that the Board discussed federal and state updates and the schedule for the upcoming annual conference in September.
 - INLAND EMPIRE DIVISION MEETING
Council Member Marquez attended the Cal Cities Legislative Committee meeting and stated that it was his last meeting as President and that the next president will be Kristine Scott from Rancho Cucamonga. He said the guest speaker was Sheriff Shannon Dicus who spoke about Proposition 47, homelessness, Laura's Law, and the Fentanyl crisis.
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
 - LEGISLATIVE COMMUNICATIONS AND MEMBERSHIP COMMITTEE
Council Member Marquez attended the Southern California Association of Governments Legislative Communications and Membership Committee meeting and said the Board discussed legislative updates and prepared a priority list for future legislation.

Mayor Rogers asked the Boy Scout, in the audience to approach the lectern to tell the audience where he is at in the process to become an Eagle Scout. Josh, said that he has one more merit badge to complete, needs to complete the Eagle Scout application, attend the Scoutmaster Conference, and then the Board of Review. Mayor Rogers asked what merit badge he is trying to complete. Josh replied it is his Citizenship in the Community badge and by attending tonight's meeting it would assist as one of the qualifications. Mayor Rogers thanked him for his dedication and commitment to the process and stated that one of the Council Members will more than likely attend his Court of Honor. Council Member Bennett and Mayor Rogers asked what his Eagle Scout project consisted of. Josh said that he finished his project on June 10th and that he built wooden signs and planter boxes for his local church.

COUNCIL COMMENTS [01:52:26]

Johsz: Council Member Johsz thanked all the residents that hosted National Night Out events and stated that it is a great way for residents to get to know their neighbors. He encouraged residents to host an event next year. Lastly, he reminded residents that school is back in session and to please give people some grace, and to take your time and be safe.

Bennett: Council Member Bennett said that he attended the National Night Out event and that the new Chino Hills Police Lieutenant Juarez drove him around for

approximately three hours to six different locations. He said that Lieutenant Juarez is a very nice man, and that the City will be well served. Council Member Bennett congratulated Police Chief Girard on his promotion.

Marquez: Council Member Marquez thanked Assemblyman Chen for setting up a meeting with the Insurance Commission to discuss insurance rates for high fire severity zones. He stated that the City is already doing a wonderful job complying with the requests of the Insurance Commission and that our Fire and Water departments are doing an excellent job keeping our City fire safe. Council Member Marquez stated the Chino Hills State Park is one of the reasons Chino Hills is rated high on insurance ratings and he hopes to have additional dialogue in the future to discuss a resolution either through legislation or through the State Commissioner's Office. Council Member Marquez attended the California Joint Powers Insurance Authority Board of Directors meeting where they elected their Board Members. He also said that he had an opportunity to tour Chino High School and met Principal John Miller and noted that the school is similar to a college campus. Council Member Marquez said that he attended National Night Out and rode with Sergeant Randy Naquin and thanked him for his time. He said that he had a good time getting to know him on a personal level. Council Member Marquez thanked City Manager Montgomery for assisting him with a meeting request and even though it didn't come to fruition, he appreciated the effort. He thanked Fire Chief Williams for assisting him with a meeting location at the Training Station. Lastly, he also thanked Mr. and Mrs. McCormick for attending the meeting and discussing his tree maintenance issues.

Rogers: Mayor Rogers announced upcoming Chino Hills Community Foundation events. He said there is a three-part concert series event that will take place at the Chino Hills Community Center, and this coming Friday, the lead singer of Santana, Andy Vargas, along with his nine-piece band will be playing. Tickets can be purchased at chinohillsfoundation.org. Mayor Rogers recommended that attendees bring their own picnic and low back chair and said there will also be a snack bar with items for purchase. Mayor Rogers announced that the 12th Annual Wine Walk tickets are now on sale and that the VIP tickets are sold out. He stated that there are approximately one thousand general admission tickets on sale for the October 14th event. Lastly, Mayor Rogers attended the National Night Out event and stated that he visited six locations. He said this event is a great way for people to get to know their neighbors and to bring the community together. He continued that he and Council Member Bennett toured Chino High School and that they thoroughly enjoyed the tour and agreed that the campus is likened to a Junior College. He thanked the Chino Valley Unified School Districting for facilitating their visit.

Council Member Marquez thanked Joann Genis for the flower of friendship and stated that things will get better.

ADJOURN IN MEMORIAM AND IN HOPE [02:01:16]

Mayor Rogers adjourned the meeting at 8:03 p.m. in memory of CAL FIRE Assistant Chief Josh Bischof, Fire Captain Tim Rodriguez, and Exclusive Use Helicopter Pilot Tony Sousa, who lost their lives while fighting the Broadway fire in Riverside County;

and, in memory of Father Michael Maher, of St. Paul the Apostle Catholic Church, who passed away on August 4th, at the age of 86.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:4

SUBJECT: CITY OFFICIAL REPORT

RECOMMENDATION:

Receive and file the City Official Report for the period of June 27, through September 11, 2023.

BACKGROUND/ANALYSIS:

In accordance with Government Code Sections 53232.2 and 53232.3, which implemented Assembly Bill 1234 (AB 1234), and Section 2.2.5 of the City Official Travel Expense and Reimbursement Policy the attached City Official Report provides a list reflecting the purpose and subject matter of meetings for the period of June 27, through September 11, 2023.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:

Travel, Training, and Meeting expenses are included within the City's adopted budget for Fiscal Year 2023-24.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Cheryl Balz
City Clerk

Attachments City Official Report

CITY OF CHINO HILLS

CITY OFFICIAL REPORT

Reported by: City Clerk's Office

Reporting Period: June 27 - September 11, 2023

Event Date	Event	Participants	Purpose
June 27- August 29, 2023	No Travel to Report		
August 30 - September 1, 2023	JPIA Risk Management Forum	Ray Marquez	Conference Attendance



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:5

SUBJECT: PAYMENT REGISTER

RECOMMENDATION:

Ratify payments over \$25,000 totaling \$8,314,067.61 for the month of July 2023.

BACKGROUND/ANALYSIS:

A listing of payments over \$25,000 is being submitted to the City Council for review and ratification. The payments may include the following types: wire, automatic clearing house (ACH), electronic funds transfer (EFT) and paper check. Wires and ACH payments have a four-digit number, EFT payments have a six-digit number starting with a "1" and paper checks have a six-digit number starting with a "4". During the month of July 2023, payments in excess of \$25,000 have been issued totaling \$8,314,067.61 (see attached).

ENVIRONMENTAL (CEQA) REVIEW:


This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

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 budgeted expenditures.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Christa Buhagiar
Finance Director

Attachments Payments over \$25,000

Payments Over \$25,000

From 7/1/2023 to 7/31/2023

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
2222	7/7/2023	CALIFORNIA PUBLIC EMPLOYEES'			JUL23 CALPERS INSURANCE PREMIUM		\$129,318.78
					TOTAL		\$129,318.78
2223	7/13/2023	INT'L CITY MGMT ASSOC RETIREMENT CORP			PP 14/23 PAYROLL DEDUCTIONS		\$30,330.01
					TOTAL		\$30,330.01
2225	7/13/2023	EMPLOYMENT DEVELOPMENT DEPT.			PP 14/23 STATE TAX WITHHOLDING		\$27,489.68
					TOTAL		\$27,489.68
2226	7/13/2023	INTERNAL REVENUE SERVICE			PP 14/23 FED TAX WITHHOLDING		\$90,164.65
					TOTAL		\$90,164.65
2227	7/12/2023	SOUTHERN CALIFORNIA EDISON CO.			MAY23 ELECTRIC BILLS		\$34,868.92
					TOTAL		\$34,868.92
2247	7/27/2023	EMPLOYMENT DEVELOPMENT DEPT.			PP 15/23 STATE TAX WITHHOLDING		\$28,721.31
					TOTAL		\$28,721.31
2248	7/27/2023	INTERNAL REVENUE SERVICE			PP 15/23 FED TAX WITHHOLDING		\$93,240.78
					TOTAL		\$93,240.78
2251	7/27/2023	INT'L CITY MGMT ASSOC RETIREMENT CORP			PP 15/23 PAYROLL DEDUCTIONS		\$30,694.94
					TOTAL		\$30,694.94
106617	7/5/2023	EXCEL LANDSCAPE, INC.	A2022-266		LANDSCAPE REPAIRS SOUTH SERVICE AREA		\$2,325.00
	7/5/2023	EXCEL LANDSCAPE, INC.	A2022-266		TURF RENOVATION		\$33,501.00
	7/5/2023	EXCEL LANDSCAPE, INC.	A2022-266		LANDSCAPE PLANTING SOUTH SERVICE AREA		\$750.00
					TOTAL		\$36,576.00
106621	7/5/2023	HENSLEY, MARK D.	A2014-037		APR23 LEGAL SERVICES		\$85,379.21
					TOTAL		\$85,379.21
106623	7/5/2023	HPS WEST, INC.		23005	PURCHASE WATER METERS & REGISTER REPLACEMENTS		\$21,374.95
	7/5/2023	HPS WEST, INC.		23005	PURCHASE WATER METERS & REGISTER REPLACEMENTS		\$39,422.35
					TOTAL		\$60,797.30
106624	7/5/2023	INLAND VALLEY HUMANE SOCIETY & SPCA	A2021-138		MAY23 ANIMAL SHELTER & CONTROL SVC		\$43,998.33
					TOTAL		\$43,998.33

Payments Over \$25,000

From 7/1/2023 to 7/31/2023

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
106638	7/5/2023	VALLEY VISTA SERVICES INC.	A2022-128		MAR23 STREET SWEEPING SERVICE		\$15,713.28
	7/5/2023	VALLEY VISTA SERVICES INC.	A2022-128		APR23 STREET SWEEPING SERVICE		\$15,713.28
	7/5/2023	VALLEY VISTA SERVICES INC.	A2022-128		MAY23 STREET SWEEPING SERVICE		\$15,713.28
	7/5/2023	VALLEY VISTA SERVICES INC.	A2022-128		MAR23 STREET SWEEP RENTAL RATE/MILE		(\$2,616.77)
TOTAL							\$44,523.07
106639	7/5/2023	WEST COAST ARBORISTS, INC.	A2019-203		LANDSCAPE MAINT/VILA BORBA PK		\$3,955.20
	7/5/2023	WEST COAST ARBORISTS, INC.	A2019-203		LANDSCAPE MAINT/VARIOUS LOCATIONS		\$9,064.00
	7/5/2023	WEST COAST ARBORISTS, INC.	A2019-203		LANDSCAPE MAINT/VARIOUS LOCATIONS		\$50,470.00
	7/5/2023	WEST COAST ARBORISTS, INC.	A2019-203		LANDSCAPE MAINT/VARIOUS LOCATIONS		\$3,773.00
	7/5/2023	WEST COAST ARBORISTS, INC.	A2019-203		LANDSCAPE MAINT/SHADOW RIDGE DR		\$988.80
TOTAL							\$68,251.00
106659	7/12/2023	INLAND EMPIRE UTILITIES AGENCY			MAY23 EDU OPERATIONS & MAINT		\$560,360.01
	7/12/2023	INLAND EMPIRE UTILITIES AGENCY			SAWPA PERMIT FEE:7/1/23-6/30/24		\$600.00
TOTAL							\$560,960.01
106666	7/12/2023	SBCERA			PP 14/23 PAYROLL DEDUCTIONS		\$265,161.83
TOTAL							\$265,161.83
106671	7/12/2023	VOYA INSTITUTIONAL TRUST COMPANY			PP 14/23 PAYROLL DEDUCTIONS		\$25,981.86
TOTAL							\$25,981.86
106683	7/19/2023	EXCEL LANDSCAPE, INC.	A2022-266	23048	JUN23 LANDSCAPE MAINT SOUTH		\$139,193.44
TOTAL							\$139,193.44
106701	7/19/2023	WEST & ASSOCIATES ENGINEERING, INC.	A2023-058		DESIGN SVCS-SOQUEL CANYON PKWY		\$31,000.00
TOTAL							\$31,000.00
106714	7/26/2023	CORNER KEYSTONE CONSTRUCTION CORP.	A2023-007		CITY YARD STOREFRONT GLASS	(\$8,894.00)	\$177,880.00
TOTAL							\$168,986.00
106723	7/26/2023	HPS WEST, INC.		23005	PURCHASE WATER METERS & REGISTER REPLACEMENTS		\$36,890.18
TOTAL							\$36,890.18
106724	7/26/2023	INLAND EMPIRE UTILITIES AGENCY			MAY23 METER EQUIVALENT UNIT CH		\$43,235.50
	7/26/2023	INLAND EMPIRE UTILITIES AGENCY			MAY23 RECYCLE WTR FIX COST CHRG		\$8,080.03
	7/26/2023	INLAND EMPIRE UTILITIES AGENCY			MAY23 VOLUMETRIC FLOW CHARGES		\$1,800.99
TOTAL							\$53,116.52

Payments Over \$25,000

From 7/1/2023 to 7/31/2023

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
106733	7/26/2023	MONTE VISTA WATER DISTRICT			JUN23 WATER DELIVERIES		\$265,209.02
	7/26/2023	MONTE VISTA WATER DISTRICT			JUN23 GROUNDWATER DELIVERIES		\$27,896.00
	7/26/2023	MONTE VISTA WATER DISTRICT			JUL-SEP23 QTR CAPACITY MAINT		\$115,671.60
TOTAL							\$408,776.62
106742	7/26/2023	SBCERA			PP 15/23 PAYROLL DEDUCTIONS		\$250,445.99
TOTAL							\$250,445.99
106751	7/26/2023	VOYA INSTITUTIONAL TRUST COMPANY			PP 15/23 PAYROLL DEDUCTIONS		\$25,707.33
TOTAL							\$25,707.33
106753	7/26/2023	WATER FACILITIES AUTHORITY			JUN23 WATER DELIVERIES		\$189,205.92
TOTAL							\$189,205.92
421062	7/5/2023	GARNEY PACIFIC, INC.	A2022-159		1,2,3-TCP REMOVAL TREATMENT PLANT	(\$24,988.76)	\$499,775.49
TOTAL							\$474,786.73
421144	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.			Q3 JAN23-MAR23 GEN SVC EXPENSE		\$212,814.64
	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.			Q3 JAN23-MAR23 OT		\$6,733.85
	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.			Q3 JAN23-MAR23 OT/BOYS REPUBLIC		\$9,385.95
	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.			Q3 JAN23-MAR23 OT/TOBACCO		\$4,216.96
	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.			Q3 JAN23-MAR23 PERSONNEL CREDITS		(\$287,881.92)
	7/5/2023	S.B.COUNTY SHERIFF'S DEPT.	A94-93 A35		JUN23 LAW ENFORCEMENT SERVICES		\$1,428,036.00
TOTAL							\$1,373,305.48
421162	7/12/2023	CALIFORNIA JPIA			2023-24 LIABILITY&WRKR COMP PLCY		\$1,411,341.00
	7/12/2023	CALIFORNIA JPIA			2023-24 PROPERTY INS POLICY		\$606,452.00
TOTAL							\$2,017,793.00
421168	7/12/2023	CHINO BASIN DESALTER AUTHORITY			QTR 1 FY23/24 MBR AGENCY ASSESSMENT		\$1,228,106.00
TOTAL							\$1,228,106.00
421182	7/12/2023	GRAYBAR ELECTRIC CO., INC.			ARCHITECTURAL LIGHTING		\$5,260.36
	7/12/2023	GRAYBAR ELECTRIC CO., INC.		23066	ENGLISH SPRINGS PARK LIGHTING		\$57,003.20
TOTAL							\$62,263.56
421319	7/19/2023	RYMAX ELECTRIC, INC.	A2022-269		VELLANO PARK PICKLEBALL COURT	(\$6,406.60)	\$128,132.00
TOTAL							\$121,725.40



Payments Over \$25,000

From 7/1/2023 to 7/31/2023

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
421322	7/19/2023	SOCIAL WORK ACTION GROUP	A2023-061		MAY23 HOMELESS INTERVENTION SERVICES		\$20,961.20
	7/19/2023	SOCIAL WORK ACTION GROUP	A2023-061		JUN23 HOMELESS INTERVENTION SERVICES		\$20,822.60
TOTAL							\$41,783.80
421352	7/26/2023	CLIMATEC LLC	A2023-081		CITY HALL HVAC DISTRIBUTION	(\$1,674.79)	\$33,495.75
	7/26/2023	CLIMATEC LLC	A2022-136		PROVIDE HVAC CONTROLS SERVICES		\$2,703.00
TOTAL							\$34,523.96
Total							\$8,314,067.61

Note: The payments above may include the following types: wire, automatic clearing house (ACH), electronic funds transfer (EFT) and paper check. Wires and ACH payments have a four-digit number, EFT payments have a six-digit number starting with a "1" and paper checks have a six-digit number starting with a "4".



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:6

SUBJECT: MONTHLY FINANCIAL REPORT

RECOMMENDATION:

Receive and file the Monthly Financial Report for July 2023.

BACKGROUND/ANALYSIS:

This Financial Report is being presented to the City Council and the public to provide a status update of the City's financials as of July 31, 2023. The Financial Report 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.

Financial data is reported on a cash basis, meaning that revenue is reported when cash is received and expenditures are reported when cash payments are made. The majority of General Fund revenues come in sporadically throughout the year and most of it is received or accrued in the last six months of the fiscal year. Meanwhile, expenditure transactions continue to be paid each month regardless of when the revenues are received. This highlights the importance of maintaining a reserve that allows for cash flow needs during the lean months when there are limited revenues. At the end of the fiscal year, the accrual basis of accounting is applied to all governmental accounts. As a result, many of the revenues received or expenditures paid in July and August are accrued to the month of June, to comply with the Generally Accepted Accounting Principles (GAAP), which matches the transaction to the period in which the revenue was earned or the expenditure occurred. The Enterprise Funds, or business type funds, use the "accrual" method of accounting. These business type funds charge customers a fee to cover the cost of services that are provided. This method applies to the Water Utility Fund and Sewer Utility Fund.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:

There is no fiscal impact with this item.

Respectfully Submitted,


Benjamin Montgomery
City Manager

Recommended By:


Christa Buhagiar
Finance Director

Attachments July 2023 Financial Report



Financial Report
July 31, 2023
Fiscal Year 2023-2024

CITY OF CHINO HILLS
SUMMARY OF CHANGES IN THE GENERAL FUND BALANCE - ACTUAL
FOR THE MONTH ENDED JULY 31, 2023

Estimated Beginning Fund Balance at 7/1/23		\$	43,819,268
Revenues	\$	1,867,803	
Expenditures		<u>(4,005,426)</u>	
Revenues over (under) expenditures			<u>(2,137,623)</u>
Fair Market Value Adjustment			<u>2,596,426</u>
Estimated Fund Balance at 7/31/23		\$	<u>44,278,071</u>
Less:			
Restricted for PARS & special purposes		\$	<u>(9,891,876)</u>
Estimated Unrestricted Fund Balance at 7/31/23		\$	<u>34,386,195</u>
Unrestricted Fund Balance as a % of Budgeted Expenditures			53.15%

CITY OF CHINO HILLS
SUMMARY OF CHANGES IN THE GENERAL FUND BALANCE - BUDGET
FOR THE YEAR ENDING JUNE 30, 2024

Estimated Beginning Fund Balance at 7/1/23		\$	43,819,268
Budgeted Revenues	\$	64,662,738	
Budgeted Expenditures		<u>(64,695,618)</u>	
Revenues over (under) expenditures			<u>(32,880)</u>
Projected Fund Balance at 6/30/24		\$	<u>43,786,388</u>
Less:			
Restricted for PARS & special purposes		\$	<u>(9,891,876)</u>
Projected Unrestricted Fund Balance at 6/30/24		\$	<u>33,894,512</u>
Unrestricted Fund Balance as a % of Budgeted Expenditures			52.39%

CITY OF CHINO HILLS
GENERAL FUND REVENUES
FOR THE MONTH ENDED JULY 31, 2023

Revenue Type	Adjusted Budget	FY 2023-24 Year-to-Date Actuals through 7/31/2023	Actuals as a % of Adjusted Budget	Prior Year Adjusted Budget	FY 2022-23 Prior YTD Actuals through 7/31/2022	Actuals as a % of Adjusted Budget	Actuals Year-to-Date Variance Increase / (Decrease)	
Property Tax	\$ 19,112,360	\$ -	0%	\$ 17,821,698	\$ -	0%	\$ -	
Sales & Use Tax	10,726,000	-	0%	10,092,000	-	0%	-	
Transient Occupancy Tax	2,286,000	-	0%	1,562,000	-	0%	-	
Franchise Fees	2,571,280	-	0%	2,489,200	-	0%	-	
Intergovernmental	661,955	-	0%	347,920	-	0%	-	
Charges for Services	7,861,111	295,624	4%	7,781,466	267,392	3%	28,232	
Fines & Forfeitures	520,000	2,402	0%	477,000	2,302	0%	100	
Use of Money & Property	3,112,637	257,412	8%	2,779,432	156,134	6%	101,278	A
City Wide Overhead	11,077,947	919,675	8%	10,465,908	867,709	8%	51,966	
Other Revenues	184,089	40,735	22%	885,455	17,331	2%	23,404	
Transfers In	6,549,359	351,955	5%	6,259,240	348,050	6%	3,905	
	64,662,738	1,867,803	3%	60,961,319	1,658,918	3%	\$ 208,885	
Fair Market Value Adjustment		2,596,426			2,087,434			
Total Revenues	\$ 64,662,738	\$ 4,464,229	7%	\$ 60,961,319	\$ 3,746,352	6%		

A - The increase in Use of Money and Property in FY 23/24 is primarily due to an increase of \$79,510 in interest income.

CITY OF CHINO HILLS
GENERAL FUND EXPENDITURES BY DEPARTMENT
FOR THE MONTH ENDED JULY 31, 2023

Department	FY 2023-24				Actuals as a % of Adjusted Budget	FY 2022-23		Actuals as a % of Adjusted Budget	Actuals
	Adjusted Budget	Year-to-Date Actuals through 7/31/2023	Prior Year Adjusted Budget	Prior YTD Actuals through 7/31/2022		Year-to-Date Variance Increase / (Decrease)			
<u>City Clerk's Office</u>									
City Council	\$ 397,122	\$ 25,762	6%	\$ 350,183	\$ 10,342	3%	\$ 15,420		
City Attorney	500,000	-	0%	500,000	-	0%	-		
City Clerk	1,620,486	60,495	4%	1,680,957	61,995	4%	(1,500)		
<u>City Manager's Office</u>									
Administration	2,288,600	58,183	3%	2,348,000	92,820	4%	(34,637)		
Code Enforcement	834,900	27,239	3%	917,703	30,817	3%	(3,578)		
Community Relations	910,875	31,548	3%	882,000	31,413	4%	135		
Emergency Preparedness	132,000	5,652	4%	132,400	3,706	3%	1,946		
Human Resources	646,370	24,312	4%	632,400	33,259	5%	(8,947)		
Public Safety	18,214,170	2,601	0%	17,088,000	2,320	0%	281		
Risk Management	2,184,800	2,022,613	93%	2,342,400	1,976,394	84%	46,219		
Solid Waste and Recycling	665,800	14,422	2%	-	-	N/A	14,422		
<u>Community Development</u>									
Administration	893,104	52,362	6%	887,565	37,903	4%	14,459		
Building Services	1,318,342	35,656	3%	1,324,005	42,523	3%	(6,867)		
Development Services	1,882,860	30,696	2%	1,755,863	26,122	1%	4,574		
Economic Development	188,050	7,859	4%	225,146	4,954	2%	2,905		
<u>Community Services</u>									
Administration	5,792,813	339,215	6%	5,748,188	350,574	6%	(11,359)		
Recreation	2,350,239	102,112	4%	2,125,634	93,977	4%	8,135		
<u>Finance</u>									
Administration	2,514,716	93,637	4%	2,676,922	82,880	3%	10,757		
Development Fee Program	335,000	-	0%	315,000	-	0%	-		
<u>Public Works</u>									
Administration	2,326,700	90,844	4%	1,614,960	66,061	4%	24,783		
Engineering	1,315,300	61,188	5%	1,802,350	77,579	4%	(16,391)		
Facilities Maintenance	3,297,700	107,351	3%	2,635,000	82,082	3%	25,269		
Other Maintenance	3,371,831	122,423	4%	3,070,086	150,268	5%	(27,845)		
Total Operating Expenditures	\$ 53,981,778	\$ 3,316,170	6%	\$ 51,054,762	\$ 3,257,989	6%	\$ 58,181		
<u>Capital Improvement Projects</u>	\$ 140,635	\$ 7,744	6%	\$ 6,909,018	\$ -	0%	\$ 7,744		
<u>Transfers Out</u>	10,573,205	681,512	6%	9,821,738	631,135	6%	50,377		
Total Expenditures	\$ 64,695,618	\$ 4,005,426	6%	\$ 67,785,518	\$ 3,889,124	6%	\$ 116,302		

A - Risk Management has expended 93% of their budget on the City's liability and workers compensation insurance. These are one-time expenditures by nature, and are required to be paid at the beginning of each fiscal year.

CITY OF CHINO HILLS
CHANGES IN FUND BALANCE - ACTUAL
FOR THE MONTH ENDED JULY 31, 2023

Fund #	Fund Title	Estimated	Actuals through 7/31/23		Change in	Fund Balance
		Fund Balance 7/1/23	Revenues	Expenditures	Fund Balance	7/31/23
1000	General Fund*	\$ 43,819,268	\$ 4,022,902	\$ 3,564,099	\$ 458,803	\$ 44,278,071
1300	Community Services	-	441,327	441,327	-	-
1500	TDA Pass Thru	-	-	-	-	-
6102	General Agency	-	-	-	-	-
TOTAL GENERAL FUND		\$ 43,819,268	\$ 4,464,229	\$ 4,005,426	\$ 458,803	\$ 44,278,071
2110	Gas Tax	\$ -	\$ 15,756	\$ 71,626	\$ (55,870)	\$ (55,870) A
2116	Road Maintenance & Rehabilitation Account	400,229	200,445	15,496	184,949	585,178
2120	Air Quality Management District	19,794	33,049	217	32,832	52,626
2130	Measure I	159,138	100,476	27,496	72,980	232,118
2140	Citizen's Option for Public Safety	-	7,553	804	6,749	6,749
2150	Community Development Block Grant	-	-	75	(75)	(75) B
2160	PEG Access Fee	1,030,266	76,266	-	76,266	1,106,532
2210	L & L - Admin	-	164,863	57,927	106,936	106,936
2220	Open Space Management	-	55,164	30,533	24,631	24,631
2230	Parks Maintenance	-	71,631	16,328	55,303	55,303
2240	L & L - Los Ranchos Arterial*	-	31,382	13,966	17,416	17,416
2241	L & L - Woodview Arterial	-	700	126	574	574
2242	L & L - Carbon Canyon Arterial	-	1,506	43	1,463	1,463
2250	L & L - 1-C Commercial	-	25,164	49,825	(24,661)	(24,661) C
2251	L & L - Rolling Ridge*	-	45,280	56,019	(10,739)	(10,739) C
2252	L & L - 1-H Los Ranchos*	-	203,423	240,391	(36,968)	(36,968) C
2253	L & L - 1-I Los Ranchos*	-	932	2,093	(1,161)	(1,161) C
2254	L & L - 1-B The Oaks*	-	13,126	11,437	1,689	1,689
2255	L & L - 1-K Woodview	179,240	9,821	915	8,906	188,146
2256	L & L - 1-N Carbon Canyon	251	304	439	(135)	116
2257	L & L - 1-P Carbon Canyon*	-	5,208	5,323	(115)	(115) C
2258	L & L - 1-T Carbon Canyon	18,285	1,032	452	580	18,865
2259	L & L - 1-M Rincon*	-	103,272	98,692	4,580	4,580
2260	L & L - Los Serranos	59,308	3,798	598	3,200	62,508
2270	L & L - Vellano	265,127	21,111	15,127	5,984	271,111
2280	CFD-Vila Borba*	1,075,413	66,038	11,468	54,570	1,129,983
2310	SMA1 - Street Sweeping	-	3,230	3,722	(492)	(492) C
2320	SMA2 - Sleepy Hollow Road Improvements	96,938	5,269	39	5,230	102,168
2330	Protected Tree Replacement	-	-	-	-	-
2410	Miscellaneous Grants	-	62,890	40	62,850	62,850
2420	Public Safety Programs	847	47	-	47	894
2430	American Rescue Plan Act	287,752	-	-	-	287,752
2501	Affordable Housing Program	2,928,060	163,538	-	163,538	3,091,598
2502	General City Facilities Fee	(1,528,476)	84,266	-	84,266	(1,444,210) D
2503	Existing Infrastructure Fee	725,368	456,832	-	456,832	1,182,200
2504	Quimby In-Lieu	57,075	2,238	-	2,238	59,313
2505	Parks & Recreation Facilities Fee*	77,983	793	-	793	78,776
2506	Sewer Facilities Fee	2,312,402	215,159	-	215,159	2,527,561
2507	Storm Drain Facilities Fee	4,216,108	401,348	558	400,790	4,616,898
2508	Traffic Facilities Fee	2,781,135	151,541	-	151,541	2,932,676
2509	Traffic Signal Fee	205,857	11,233	-	11,233	217,090
2510	Water Facilities Fee	18,445,215	1,048,565	2,504	1,046,061	19,491,276
2511	Traffic Impact Fee	62,719	2,981	-	2,981	65,700
2512	Mitigation Fee	900,456	-	558	(558)	899,898
2600	Solid Waste	-	-	-	-	-
TOTAL SPECIAL REVENUE FUNDS		\$ 34,776,490	\$ 3,867,230	\$ 734,837	\$ 3,132,393	\$ 37,908,883

A - The negative projected fund balance was caused by expenditures being incurred faster than the monthly revenue distribution from the State.

B - Grant expenditures are reimbursed after they have been requested.

C - The property tax distributions are the main funding source for these funds. The two largest installments are to be received in December and April of each year.

D - The negative projected beginning fund balance is due to \$7 million being committed to the new fire station.

*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

Note: The Estimated Fund Balance at 7/1/23 is from the FY 23/24 Adopted Budget. These will be updated once we have the audited fund balances at 6/30/23.

CITY OF CHINO HILLS
CHANGES IN FUND BALANCE - ACTUAL
FOR THE MONTH ENDED JULY 31, 2023

Fund #	Fund Title	Estimated	Actuals through 7/31/23		Change in	Fund Balance
		Fund Balance 7/1/23	Revenues	Expenditures	Fund Balance	7/31/23
4100	Information Technology	\$ -	\$ 178,852	\$ 47,646	\$ 131,206	\$ 131,206
4200	Equipment Maintenance	5,045,091	473,233	19,012	454,221	5,499,312
TOTAL INTERNAL SERVICE FUNDS*		\$ 5,045,091	\$ 652,085	\$ 66,658	\$ 585,427	\$ 5,630,518
5100	Water Utility	\$ 85,932,470	\$ 9,323,063	\$ 2,119,241	\$ 7,203,822	\$ 93,136,292
5200	Sewer Utility	17,938,484	2,158,505	298,272	1,860,233	19,798,717
TOTAL ENTERPRISE FUNDS*		\$ 103,870,954	\$ 11,481,568	\$ 2,417,513	\$ 9,064,055	\$ 112,935,009
6201	CFD 1 - Rolling Ridge	\$ 102,487	\$ 5,564	\$ 1,119	\$ 4,445	\$ 106,932
6202	CFD 2 - Los Ranchos	1,814,023	92,192	3,276	88,916	1,902,939
6204	CFD 4 - The Oaks	1,324,525	72,425	3,578	68,847	1,393,372
6205	CFD 5 - Soquel Cyn, Rincon & Woodview*	6,205,375	281,247	4,755	276,492	6,481,867
6206	CFD 6 - Carbon Canyon	1,206,400	65,787	1,107	64,680	1,271,080
6208	CFD 8 - Butterfield	25,542	1,335	403	932	26,474
6209	CFD 9 - Rincon Village	6,673,189	440,448	1,375	439,073	7,112,262
6210	CFD 10 - Fairfield Ranch	932,072	51,276	1,500	49,776	981,848
6299	CFD Regional	2,704,360	7,561	-	7,561	2,711,921
6301	Reassessment District 10-1	-	73	-	73	73
TOTAL CUSTODIAL FUNDS		\$ 20,987,973	\$ 1,017,908	\$ 17,113	\$ 1,000,795	\$ 21,988,768
GRAND TOTAL		\$ 208,499,776	\$ 21,483,020	\$ 7,241,547	\$ 14,241,473	\$ 222,741,249

*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

Note: The Estimated Fund Balance at 7/1/23 is from the FY 23/24 Adopted Budget. These will be updated once we have the audited fund balances at 6/30/23.

CITY OF CHINO HILLS
CHANGES IN FUND BALANCE - BUDGET
FOR THE YEAR END JUNE 30, 2024

Fund #	Fund Title	Estimated Fund Balance 7/1/23	Budgeted Revenues	Budgeted Expenditures	Change in Fund Balance	Projected Fund Balance 6/30/24
1000	General Fund*	\$ 43,819,268	\$ 55,315,046	\$ 55,342,926	\$ (27,880)	\$ 43,791,388
1300	Community Services	-	8,138,052	8,143,052	(5,000)	(5,000)
1500	TDA Pass Thru	-	1,209,640	1,209,640	-	-
6102	General Agency	-	-	-	-	-
TOTAL GENERAL FUND		\$ 43,819,268	\$ 64,662,738	\$ 64,695,618	\$ (32,880)	\$ 43,786,388
2110	Gas Tax	\$ -	\$ 2,239,776	\$ 2,180,381	\$ 59,395	\$ 59,395
2116	Road Maintenance & Rehabilitation Account	400,229	1,741,648	1,756,944	(15,296)	384,933
2120	Air Quality Management District	19,794	108,000	4,195	103,805	123,599
2130	Measure I	159,138	1,860,000	1,537,071	322,929	482,067
2140	Citizen's Option for Public Safety	-	200,000	200,000	-	-
2150	Community Development Block Grant	-	430,672	430,672	-	-
2160	PEG Access Fee	1,030,266	100,000	-	100,000	1,130,266
2210	L & L - Admin	-	1,817,795	1,817,795	-	-
2220	Open Space Management	-	605,913	605,913	-	-
2230	Parks Maintenance	-	743,000	743,000	-	-
2240	L & L - Los Ranchos Arterial*	-	314,200	314,200	-	-
2241	L & L - Woodview Arterial	-	7,200	7,200	-	-
2242	L & L - Carbon Canyon Arterial	-	15,700	15,700	-	-
2250	L & L - 1-C Commercial	-	597,900	597,900	-	-
2251	L & L - Rolling Ridge*	-	1,221,662	1,221,662	-	-
2252	L & L - 1-H Los Ranchos*	-	4,942,671	4,942,671	-	-
2253	L & L - 1-I Los Ranchos*	-	25,562	25,562	-	-
2254	L & L - 1-B The Oaks*	-	265,978	265,978	-	-
2255	L & L - 1-K Woodview	179,240	21,700	10,978	10,722	189,962
2256	L & L - 1-N Carbon Canyon	251	5,078	5,329	(251)	-
2257	L & L - 1-P Carbon Canyon*	-	102,808	102,808	-	-
2258	L & L - 1-T Carbon Canyon	18,285	3,200	5,529	(2,329)	15,956
2259	L & L - 1-M Rincon*	-	1,998,522	1,998,522	-	-
2260	L & L - Los Serranos	59,308	55,700	22,249	33,451	92,759
2270	L & L - Vellano	265,127	292,600	390,474	(97,874)	167,253
2280	CFD-Vila Borba*	1,075,413	354,331	375,976	(21,645)	1,053,768
2310	SMA1 - Street Sweeping	-	289,465	289,465	-	-
2320	SMA2 - Sleepy Hollow Road Improvements	96,938	9,800	100,766	(90,966)	5,972
2330	Protected Tree Replacement	-	-	-	-	-
2410	Miscellaneous Grants	-	18,000	18,000	-	-
2420	Public Safety Programs	847	-	-	-	847
2430	American Rescue Plan Act	287,752	-	-	-	287,752
2501	Affordable Housing Program	2,928,060	20,000	26,500	(6,500)	2,921,560
2502	General City Facilities Fee	(1,528,476)	75,000	5,700	69,300	(1,459,176)
2503	Existing Infrastructure Fee	725,368	450,000	1,175,368	(725,368)	-
2504	Quimby In-Lieu	57,075	25,000	11,200	13,800	70,875
2505	Parks & Recreation Facilities Fee*	77,983	115,000	27,200	87,800	165,783
2506	Sewer Facilities Fee	2,312,402	45,000	3,400	41,600	2,354,002
2507	Storm Drain Facilities Fee	4,216,108	100,000	7,500	92,500	4,308,608
2508	Traffic Facilities Fee	2,781,135	7,500	600	6,900	2,788,035
2509	Traffic Signal Fee	205,857	-	-	-	205,857
2510	Water Facilities Fee	18,445,215	157,000	2,255,600	(2,098,600)	16,346,615
2511	Traffic Impact Fee	62,719	15,000	1,200	13,800	76,519
2512	Mitigation Fee	900,456	-	12,216	(12,216)	888,240
2600	Solid Waste	-	-	-	-	-
TOTAL SPECIAL REVENUE FUNDS		\$ 34,776,490	\$ 21,398,381	\$ 23,513,424	\$ (2,115,043)	\$ 32,661,447

A - The negative projected fund balance will be zero once the special request budget rollover from Fiscal Year 22-23 is posted.

B - The negative projected fund balance is due to \$7 million being committed to the new fire station.

*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

Note: The Estimated Fund Balance at 7/1/23 is from the FY 23/24 Adopted Budget. These will be updated once we have the audited fund balances at 6/30/23.

CITY OF CHINO HILLS
CHANGES IN FUND BALANCE - BUDGET
FOR THE YEAR END JUNE 30, 2024

Fund #	Fund Title	Estimated Fund Balance 7/1/23	Budgeted Revenues	Budgeted Expenditures	Change in Fund Balance	Projected Fund Balance 6/30/24
4100	Information Technology	\$ -	\$ 1,819,800	\$ 1,819,800	\$ -	\$ -
4200	Equipment Maintenance	5,045,091	2,107,900	1,830,376	277,524	5,322,615
TOTAL INTERNAL SERVICE FUNDS*		\$ 5,045,091	\$ 3,927,700	\$ 3,650,176	\$ 277,524	\$ 5,322,615
5100	Water Utility	\$ 85,932,470	\$ 41,757,600	\$ 37,964,858	\$ 3,792,742	\$ 89,725,212
5200	Sewer Utility	17,938,484	10,557,002	13,280,712	(2,723,710)	15,214,774
TOTAL ENTERPRISE FUNDS*		\$ 103,870,954	\$ 52,314,602	\$ 51,245,570	\$ 1,069,032	\$ 104,939,986
6201	CFD 1 - Rolling Ridge	\$ 102,487	\$ 300,586	\$ 285,433	\$ 15,153	\$ 117,640
6202	CFD 2 - Los Ranchos	1,814,023	449,607	504,431	(54,824)	1,759,199
6204	CFD 4 - The Oaks	1,324,525	68,202	46,938	21,264	1,345,789
6205	CFD 5 - Soquel Cyn, Rincon & Woodview*	6,205,375	2,950,750	4,441,058	(1,490,308)	4,715,067
6206	CFD 6 - Carbon Canyon	1,206,400	141,038	17,188	123,850	1,330,250
6208	CFD 8 - Butterfield	25,542	98,255	96,692	1,563	27,105
6209	CFD 9 - Rincon Village	6,673,189	895,232	623,304	271,928	6,945,117
6210	CFD 10 - Fairfield Ranch	932,072	862,051	807,346	54,705	986,777
6299	CFD Regional	2,704,360	790,257	1,355,000	(564,743)	2,139,617
6301	Reassessment District 10-1	-	-	-	-	-
TOTAL CUSTODIAL FUNDS		\$ 20,987,973	\$ 6,555,978	\$ 8,177,390	\$ (1,621,412)	\$ 19,366,561
GRAND TOTAL		\$ 208,499,776	\$ 148,859,399	\$ 151,282,178	\$ (2,422,779)	\$ 206,076,997

*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

Note: The Estimated Fund Balance at 7/1/23 is from the FY 23/24 Adopted Budget. These will be updated once we have the audited fund balances at 6/30/23.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:7

SUBJECT: INVESTMENT REPORT FOR JULY 2023

RECOMMENDATION:

Receive and file the Investment Report for the month ended July 31, 2023.

BACKGROUND/ANALYSIS:

The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity, and yield. The City currently utilizes Chandler Asset Management, who uses an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City's investment goals. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. The Fiscal Year 2023-24 Investment Policy was adopted by the City Council on March 14, 2023. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. On July 31, 2023, the City's investment portfolio had a market value of \$279,201,003.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:

None.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Christa Buhagiar
Finance Director

Attachments July 2023 Investment Report

**City of Chino Hills
Investment Report
For the Month Ended July 31, 2023**

Description	Cost Value	Market Value	Interest/ Book Yield	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Citizens Business Bank - Checking	\$ 1,720,393	\$ 1,720,393	0.00%	n/a	0.62%
Citizens Business Bank - Payroll	-	-	0.00%	n/a	0.00%
Citizens Business Bank - Certificate of Deposit	456,218	456,218	0.46%	4/29/2024	0.16%
Citizens Business Bank - Credit Card	-	-	0.00%	n/a	0.00%
State of California Local Agency Investment Fund (LAIF)	333,148	328,094	3.30%	n/a	0.12%
Los Angeles County Investment Pool (LACIP) *	34,792,407	34,792,407	3.82%	n/a	12.45%

Investments - US Bank / Chandler Asset Management

Asset-Backed Securities	20,620,032	20,137,750	2.05%	See attached	7.21%
Federal Agencies	44,245,412	41,116,047	1.05%	See attached	14.73%
Collateralized Mortgage Obligation	13,865,595	13,397,604	3.82%	See attached	4.80%
Corporate	66,409,909	62,897,114	2.51%	See attached	22.53%
Money Market Funds	361,825	361,825	4.72%	See attached	0.13%
Municipal Bonds	2,511,391	2,369,654	1.91%	See attached	0.85%
Supranational	8,411,843	7,659,622	0.78%	See attached	2.74%
US Treasury	87,400,669	83,679,387	2.48%	See attached	29.97%

Description	Cost Value	Market Value	Market Yield to Maturity	Maturity Date	% of Portfolio
Restricted Funds - Pension Stabilization Fund					
US Bank					
Money Markets	382,942	382,942	5.22%	n/a	0.14%
Cash	1,326	1,326	0.00%	n/a	0.00%
Mutual Funds - Equity	3,099,262	4,174,993	1.77%	n/a	1.50%
Mutual Funds - Fixed Income	4,406,429	4,049,386	2.85%	n/a	1.45%

Funds Held by Fiscal Agents

US Bank					
Fidelity Government Portfolio Class I	172,049	172,049	5.22%	n/a	0.06%
U.S. Bank N.A. Certificate of Deposit Fund	981,750	981,750	1.95%	12/29/2023	0.35%
U.S. Treasury Note	176,509	176,670	4.49%	8/15/2024	0.06%
U.S. Treasury Note	350,433	345,772	3.96%	8/15/2025	0.13%

(See Attached Supplemental)

Total Investment Portfolio	\$ 290,699,542	\$ 279,201,003	100.00%
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Blended Yield of Cash and Investments *	2.43%
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Benchmarks:	
LAIF	3.30%
LACIP *	3.82%
6mo U.S. Treasury	5.53%
2yr U.S. Treasury	4.88%
5yr U.S. Treasury	4.18%

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:


Tori Holle, Senior Account Technician

REVIEWED BY:


Nicole Lugotoff, Accounting Supervisor

APPROVED BY:


Christa Buhagiar, Finance Director

City of Chino Hills
Funds Held by Fiscal Agents Supplemental
For the Month Ended July 31, 2023

Description	Cost Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
<u>CHFA Revenue Refunding Bonds Series 2019 Series D</u>					
Program Fund - Fidelity Government Portfolio Class I	\$ 4	\$ 4	5.33%	n/a	0.00%
<u>CHFA Revenue Bonds CFD #2 Los Ranchos</u>					
Bond Fund - Fidelity Government Portfolio Class I	2	2	5.26%	n/a	0.00%
Reserve Fund - Fidelity Government Portfolio Class I	33,360	33,360	5.22%	n/a	0.01%
Reserve Fund - U.S. Treasury Note	100,534	99,197	3.96%	8/15/2025	0.04%
<u>CFD #2 (Los Ranchos) Special Tax Refunding Series 2019</u>					
Bond Fund - Fidelity Government Portfolio Class I	2	2	5.02%	n/a	0.00%
<u>CHFA Revenue Bonds CFD #5 Soquel Canyon</u>					
Bond Fund - Fidelity Government Portfolio Class I	91	91	5.23%	n/a	0.00%
Reserve Fund - Fidelity Government Portfolio Class I	138,396	138,396	5.22%	n/a	0.05%
Reserve Fund - U.S. Bank N.A. Certificate of Deposit Fund	981,750	981,750	1.95%	12/29/2023	0.35%
Reserve Fund - U.S. Treasury Note	176,509	176,670	4.49%	8/15/2024	0.06%
Reserve Fund - U.S. Treasury Note	249,899	246,575	3.96%	8/15/2025	0.09%
<u>CFD #5 (Soquel Cyn Rincon) Special Tax Refunding Series 2019</u>					
Bond Fund - Fidelity Government Portfolio Class I	67	67	5.22%	n/a	0.00%
<u>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2020</u>					
Interest Account - Fidelity Government Portfolio Class I	60	60	5.22%	n/a	0.00%
Principal Account - Fidelity Government Portfolio Class I	67	67	5.23%	n/a	0.00%
Total Funds Held by Fiscal Agents	\$ 1,680,741	\$ 1,676,241			0.60%



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.35
Average Coupon	2.10%
Average Purchase YTM	2.21%
Average Market YTM	5.02%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.71 yrs
Average Life	2.53 yrs

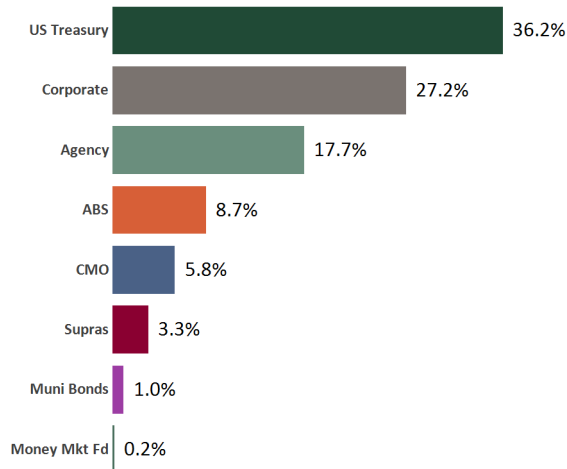
ACCOUNT SUMMARY

	Beg. Values as of 6/30/23	End Values as of 7/31/23
Market Value	230,716,436	231,619,004
Accrued Interest	1,008,879	929,582
Total Market Value	231,725,315	232,548,586
Income Earned	418,554	446,653
Cont/WD		-11,182
Par	244,243,715	244,772,367
Book Value	243,113,647	243,618,608
Cost Value	243,350,822	243,826,676

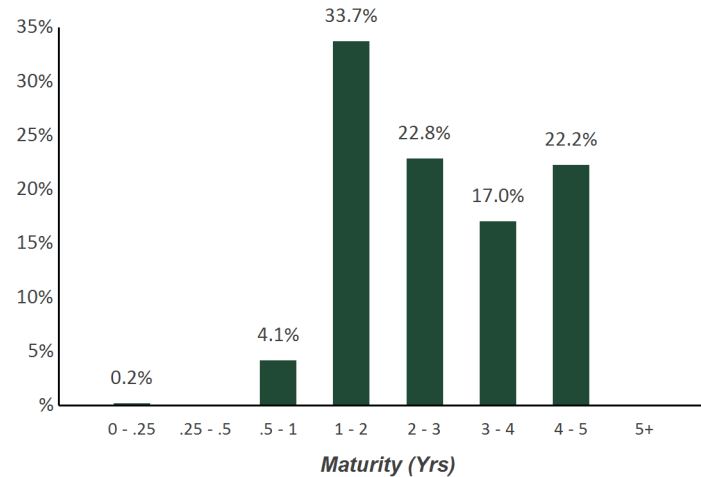
TOP ISSUERS

Government of United States	36.2%
Federal Home Loan Mortgage Corp	10.9%
Federal National Mortgage Assoc	8.7%
Federal Home Loan Bank	2.9%
Inter-American Dev Bank	1.7%
Intl Bank Recon and Development	1.6%
Toyota Motor Corp	1.6%
Bank of America Corp	1.6%
Total	65.3%

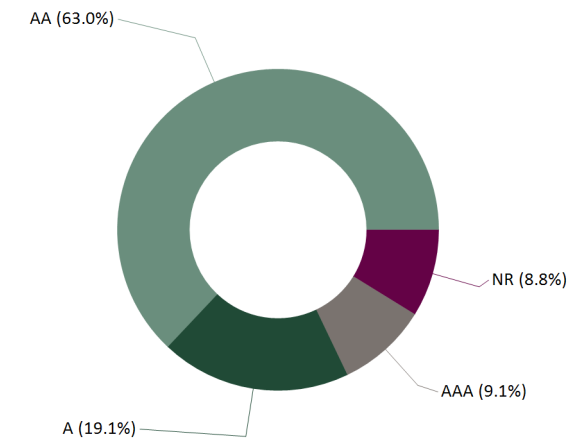
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2011
City of Chino Hills	0.36%	-0.53%	1.58%	-0.10%	-2.19%	-1.33%	1.26%	1.14%	1.10%
ICE BofA 1-5 Yr US Treasury & Agency Index*	0.30%	-0.97%	1.25%	-0.78%	-2.56%	-1.73%	0.97%	0.86%	0.83%

*ICE BofA 1-3 Yr US Treasury & Agency Index to 7/31/12

Statement of Compliance

As of July 31, 2023



City of Chino Hills

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

Category	Standard	Comment
U.S. Treasuries	No limitations; Full faith and credit of the U.S. are pledged for the payment of principal and interest	Complies
Federal Agencies	25% max per Agency/GSE issuer; 20% max agency callable securities; Federal Agencies or U.S. Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	Complies
Supranational Obligations	"AA" rating category or higher by a NRSRO; 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, or IADB	Complies
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Include obligations of the City, State of California, and any local agency within the State of California; Bonds of any of the other 49 states in addition to California; Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of the other 49 states, in addition to California.	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; From Issuers not defined in sections 4 (U.S. Treasuries) and 5 (Federal Agencies) of the Authorized Investments section of the policy.	Complies
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC/NCUA limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or better by a NRSRO; or "A" long-term rating category or better by a NRSRO; 30% max (combined with CDARS); 5% max per issuer; Issued by a nationally or state-chartered bank, or a federal or state association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	Complies
Certificate of Deposit Placement Service (CDARS)	30% max (combination of Certificates of Deposit, including CDARS)	Complies
Time Deposits (Non-negotiable CD/TD)	20% max (combined FDIC and Collateralized CD/TD); For federally insured time deposits, the amount per institution is limited to maximum covered under FDIC; Non-negotiable Certificates of Deposit in excess of insured amounts are fully collateralized with securities in accordance with California law.	Complies
Collateralized Bank Deposits	City's deposits with financial institutions will be collateralized with pledged securities per California Government Code	Complies
Banker's Acceptances	"A1" short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or better by a NRSRO; "A" long-term issuer rating category or better by a NRSRO; 25% max or 40% max if the City's investment assets under management are >\$100 million (under a provision sunseting on January 2026); 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million; 10% max of the outstanding commercial paper of any single issuer.	Complies
Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria: (i) Attained highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 20% max per Money Market Mutual Fund	Complies

Mutual Funds	Invest in securities as authorized under CGC, Section 53601 (a) to (k) and (m) to (q) inclusive and meet either of the following criteria: (i) Attained highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience investing in securities authorized by CGC, Section 53601 and with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 10% max per Mutual Fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	<i>Complies</i>
Local Government Investment Pool (LGIP)	No issuer limitation; Los Angeles County Investment Pool (LACIP)	<i>Complies</i>
Repurchase Agreements	102% collateralized; 1 year max maturity; Not used by Investment Adviser	<i>Complies</i>
Prohibited	Inverse floaters, Range notes, Mortgage-derived, Interest-only strips; Zero interest accrual securities if held to maturity; Securities backed by U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted, under a provision sunseting on January 1, 2026; Securities on margin; Reverse Repurchase Agreements; Foreign currency denominated securities; No credit union may act as selected depository institution under Section 53601.8 or Section 53635.8 for certificates of deposit	<i>Complies</i>
Duration	Typically +-20% benchmark duration	<i>Complies</i>
Max Callables	20% maximum callable securities (does not include "make whole call" securities)	<i>Complies</i>
Max Per Issuer	5% max per issuer, except U.S. Government, U.S. Agencies, Supranationals, Mutual Funds or Money Market Mutual Funds, LAIF, LACIP, or unless otherwise specified in the investment policy	<i>Complies</i>
Maximum Maturity	5 years	<i>Complies</i>

Reconciliation Summary

As of July 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$243,113,647.30
<u>Acquisition</u>		
+ Security Purchases	\$2,159,254.38	
+ Money Market Fund Purchases	\$1,495,512.51	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,654,766.89
<u>Dispositions</u>		
- Security Sales	\$317,684.25	
- Money Market Fund Sales	\$1,847,652.82	
- MMF Withdrawals	\$11,181.62	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$983,026.14	
Total Dispositions		\$3,159,544.83
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$19,546.78	
		\$19,546.78
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$9,808.19)	
		(\$9,808.19)
ENDING BOOK VALUE		\$243,618,607.95

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$725,146.51
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$317,684.25	
Accrued Interest Received	\$1,116.06	
Interest Received	\$508,389.54	
Dividend Received	\$4,096.83	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$983,026.14	
Total Acquisitions	\$1,814,312.82	
<u>Dispositions</u>		
Withdrawals	\$11,181.62	
Security Purchase	\$2,159,254.38	
Accrued Interest Paid	\$7,198.75	
Total Dispositions	\$2,177,634.75	
ENDING BOOK VALUE		\$361,824.58

Holdings Report

As of July 31, 2023



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									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	230,537.48	06/08/2021 0.34%	230,502.90 230,535.58	99.70 4.84%	229,847.71 33.81	0.10% (687.87)	Aaa / AAA NR	0.88 0.07
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	36,667.04	05/18/2020 0.83%	36,664.15 36,666.37	99.66 5.55%	36,542.26 13.36	0.02% (124.11)	Aaa / AAA NR	0.96 0.07
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	211,755.03	09/22/2020 0.38%	211,723.92 211,752.07	98.79 5.87%	209,198.52 28.29	0.09% (2,553.55)	NR / AAA AAA	1.22 0.22
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	757,109.89	08/10/2021 0.39%	757,099.60 757,107.89	98.86 5.68%	748,480.35 90.22	0.32% (8,627.54)	NR / AAA AAA	1.23 0.21
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	36,135.11	07/14/2020 0.52%	36,129.60 36,134.39	99.44 5.09%	35,934.20 8.19	0.02% (200.19)	Aaa / NR AAA	1.30 0.12
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	225,444.35	09/08/2021 0.34%	225,421.08 225,440.26	99.03 5.61%	223,256.87 12.40	0.10% (2,183.39)	Aaa / NR AAA	1.41 0.18
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	137,960.89	10/06/2020 0.36%	137,935.18 137,952.08	99.10 5.75%	136,722.56 21.46	0.06% (1,229.52)	NR / AAA AAA	1.46 0.16
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	831,708.02	01/11/2022 1.16%	831,689.64 831,702.22	98.57 5.74%	819,793.80 428.79	0.35% (11,908.42)	Aaa / AAA NR	1.46 0.31
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	134,067.42	08/04/2020 0.48%	134,039.27 134,057.73	99.47 5.13%	133,361.02 19.25	0.06% (696.71)	Aaa / NR AAA	1.56 0.11
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	1,785,000.00	02/23/2022 1.98%	1,784,719.04 1,784,892.02	98.13 5.93%	1,751,593.73 1,069.02	0.75% (33,298.29)	NR / AAA AAA	1.56 0.47
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	1,465,000.00	02/15/2022 1.91%	1,464,987.40 1,464,995.79	98.41 5.79%	1,441,642.04 850.51	0.62% (23,353.75)	Aaa / NR AAA	1.64 0.41
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	1,042,448.57	Various 2.04%	1,028,107.29 1,037,596.08	98.49 5.71%	1,026,753.46 191.11	0.44% (10,842.62)	NR / AAA AAA	1.65 0.32
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	183,919.93	02/17/2021 0.27%	183,916.57 183,919.23	97.95 5.74%	180,143.13 13.79	0.08% (3,776.10)	Aaa / NR AAA	1.73 0.37
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	334,031.55	10/20/2020 0.39%	333,954.62 334,018.91	98.35 5.91%	328,531.72 56.41	0.14% (5,487.19)	NR / AAA AAA	1.79 0.30

Holdings Report

As of July 31, 2023



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									
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	675,294.16	02/02/2021 0.27%	675,168.82 675,269.00	98.04 5.69%	662,028.01 78.03	0.28% (13,240.99)	Aaa / NR AAA	1.79 0.36
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	478,189.12	04/20/2021 0.38%	478,138.82 478,176.10	97.55 5.94%	466,478.75 80.76	0.20% (11,697.35)	NR / AAA AAA	2.13 0.44
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	662,933.58	11/16/2021 0.89%	662,793.84 662,866.36	96.34 5.78%	638,641.70 162.05	0.27% (24,224.66)	Aaa / NR AAA	2.48 0.75
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	711,228.09	07/13/2021 0.52%	711,164.64 711,199.91	96.03 6.04%	683,003.71 164.37	0.29% (28,196.20)	Aaa / NR AAA	2.63 0.72
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	620,432.68	11/09/2021 0.71%	620,419.46 620,426.40	96.19 5.87%	596,784.89 195.78	0.26% (23,641.51)	NR / AAA AAA	2.71 0.74
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	474,254.16	11/09/2021 0.75%	474,148.31 474,205.31	96.37 5.85%	457,028.30 155.98	0.20% (17,177.01)	NR / AAA AAA	2.79 0.71
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,150,000.00	02/15/2022 1.89%	1,149,827.04 1,149,904.04	95.90 5.78%	1,102,855.76 960.89	0.47% (47,048.28)	Aaa / AAA NR	2.79 1.06
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	740,000.00	05/10/2022 3.23%	739,961.52 739,976.45	97.48 5.62%	721,378.64 395.90	0.31% (18,597.81)	Aaa / AAA NR	3.07 1.06
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	502,425.53	10/13/2021 0.68%	502,412.72 502,419.41	95.88 5.90%	481,742.18 142.35	0.21% (20,677.23)	Aaa / AAA NR	3.13 0.79
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	700,000.00	03/10/2022 2.34%	699,845.16 699,906.05	96.55 5.82%	675,857.00 721.78	0.29% (24,049.05)	Aaa / NR AAA	3.13 0.99
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	940,000.00	03/09/2022 2.23%	939,963.81 939,979.15	96.42 5.58%	906,305.71 927.47	0.39% (33,673.44)	NR / AAA AAA	3.21 1.08
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	460,000.00	01/11/2022 1.27%	459,960.03 459,978.45	95.78 5.92%	440,586.62 241.50	0.19% (19,391.83)	NR / AAA AAA	3.30 0.91
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	915,000.00	07/12/2022 3.77%	914,912.62 914,937.84	97.30 5.73%	890,261.15 1,520.93	0.38% (24,676.69)	Aaa / NR AAA	3.55 1.39

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ABS									
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	1,925,000.00	05/17/2022 3.42%	1,924,574.19 1,924,744.20	96.77 5.35%	1,862,768.60 2,900.33	0.80% (61,975.60)	NR / AAA AAA	3.80 1.69
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	1,470,000.00	10/12/2022 5.15%	1,469,885.93 1,469,910.37	99.17 5.65%	1,457,863.68 3,325.47	0.63% (12,046.69)	Aaa / NR AAA	3.88 1.63
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	800,000.00	08/02/2022 3.75%	799,964.80 799,977.14	99.05 5.09%	792,364.00 909.33	0.34% (7,613.14)	NR / AAA AAA	3.97 1.02
Total ABS		20,636,542.60	2.05%	20,620,031.97 20,630,646.80	5.70%	20,137,750.07 15,719.53	8.67% (492,896.73)	Aaa / AAA AAA	2.57 0.82
AGENCY									
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,425,000.00	06/18/2019 1.96%	1,486,645.58 1,435,759.22	97.83 5.46%	1,394,104.58 5,348.70	0.60% (41,654.64)	Aaa / AA+ NR	0.87 0.84
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	3,500,000.00	09/13/2019 1.79%	3,681,265.00 3,540,645.50	97.28 5.42%	3,404,726.50 38,572.92	1.48% (135,919.00)	Aaa / AA+ AAA	1.12 1.07
3135G0W66	FNMA Note 1.625% Due 10/15/2024	2,350,000.00	Various 1.31%	2,383,370.76 2,358,783.21	95.71 5.34%	2,249,286.05 11,244.10	0.97% (109,497.16)	Aaa / AA+ AAA	1.21 1.16
3130AQF40	FHLB Note 1% Due 12/20/2024	2,100,000.00	12/21/2021 1.02%	2,098,635.00 2,099,367.41	94.36 5.27%	1,981,532.70 2,391.67	0.85% (117,834.71)	Aaa / AA+ AAA	1.39 1.34
3135G0X24	FNMA Note 1.625% Due 1/7/2025	3,540,000.00	Various 1.23%	3,605,047.40 3,559,360.33	95.12 5.20%	3,367,375.44 3,835.00	1.45% (191,984.89)	Aaa / AA+ AAA	1.44 1.38
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	4,555,000.00	02/13/2020 1.52%	4,551,492.65 4,553,921.85	94.72 5.13%	4,314,427.68 32,074.79	1.87% (239,494.17)	Aaa / AA+ AAA	1.54 1.47
3135G03U5	FNMA Note 0.625% Due 4/22/2025	3,585,000.00	04/22/2020 0.67%	3,577,614.90 3,582,449.23	92.70 5.10%	3,323,205.38 6,161.72	1.43% (259,243.85)	Aaa / AA+ AAA	1.73 1.67
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	4,100,000.00	Various 0.51%	4,097,619.95 4,099,215.02	92.03 5.00%	3,773,230.00 2,505.56	1.62% (325,985.02)	Aaa / AA+ AAA	1.88 1.82
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	4,200,000.00	Various 0.45%	4,185,115.20 4,193,993.30	91.54 4.93%	3,844,583.41 437.50	1.65% (349,409.89)	Aaa / AA+ AAA	1.98 1.92
3135G05X7	FNMA Note 0.375% Due 8/25/2025	4,195,000.00	Various 0.46%	4,178,490.20 4,188,063.17	91.18 4.91%	3,825,126.85 6,816.88	1.65% (362,936.32)	Aaa / AA+ AAA	2.07 2.01
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	4,185,000.00	Various 0.44%	4,172,590.95 4,179,573.61	90.98 4.85%	3,807,613.44 5,580.00	1.64% (371,960.17)	Aaa / AA+ AAA	2.15 2.08

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AGENCY									
3135G06G3	FNMA Note 0.5% Due 11/7/2025	4,150,000.00	Various 0.57%	4,136,659.80 4,143,923.77	90.76 4.86%	3,766,427.95 4,841.67	1.62% (377,495.82)	Aaa / AA+ AAA	2.27 2.20
3133EPME2	FFCB Note 3.875% Due 6/8/2028	2,100,000.00	06/06/2023 3.97%	2,090,865.00 2,091,135.00	98.31 4.26%	2,064,407.10 11,980.21	0.89% (26,727.90)	Aaa / AA+ AAA	4.86 4.35
Total Agency		43,985,000.00	1.05%	44,245,412.39 44,026,190.62	5.04%	41,116,047.08 131,790.72	17.74% (2,910,143.54)	Aaa / AA+ AAA	1.88 1.79
CMO									
3137BQYS0	FHLMC K056 A2 2.525% Due 5/25/2026	900,000.00	09/01/2021 0.80%	963,105.47 937,335.23	93.68 5.05%	843,087.60 1,893.75	0.36% (94,247.63)	NR / NR AAA	2.82 2.52
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,000,000.00	11/12/2021 1.35%	1,057,617.19 1,036,756.95	93.58 4.93%	935,769.00 2,210.83	0.40% (100,987.95)	NR / NR AAA	3.07 2.83
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	1,100,000.00	09/28/2022 4.42%	1,043,839.84 1,053,498.36	94.44 4.74%	1,038,890.60 2,927.83	0.45% (14,607.76)	Aaa / NR NR	3.99 3.60
3137FCLD4	FHLMC K071 A2 3.286% Due 11/25/2027	5,000,000.00	04/11/2023 4.07%	4,831,250.00 4,842,159.70	94.11 4.81%	4,705,540.00 13,691.67	2.03% (136,619.70)	NR / NR AAA	4.32 3.89
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	5,000,000.00	Various 4.36%	4,802,548.44 4,809,253.28	94.30 4.79%	4,714,810.00 2,791.67	2.03% (94,443.28)	NR / NR AAA	4.49 3.98
3137FHPJ6	FHLMC Multifamily Structured K080 - A2 3.926% Due 7/25/2028	1,200,000.00	07/21/2023 4.59%	1,167,234.38 1,167,342.04	96.63 4.68%	1,159,507.20 3,926.00	0.50% (7,834.84)	Aaa / NR NR	4.99 4.41
Total CMO		14,200,000.00	3.82%	13,865,595.32 13,846,345.56	4.81%	13,397,604.40 27,441.75	5.77% (448,741.16)	Aaa / NR AAA	4.23 3.78
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	2,195,000.00	Various 0.93%	2,177,593.55 2,188,633.15	95.53 5.49%	2,096,966.91 609.72	0.90% (91,666.24)	A2 / A+ NR	0.96 0.93
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	2,500,000.00	12/05/2019 2.26%	2,498,700.00 2,499,667.19	96.09 5.53%	2,402,175.00 14,062.50	1.04% (97,492.19)	A1 / A AA-	1.26 1.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,500,000.00	Various 1.88%	2,530,887.50 2,508,296.12	96.12 5.35%	2,403,032.50 12,392.36	1.04% (105,263.62)	A2 / A A+	1.28 1.22

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CORPORATE									
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,310,000.00	12/01/2021 1.19%	1,308,650.70 1,309,391.95	93.88 5.94%	1,229,831.93 2,301.60	0.53% (79,560.02)	Aa3 / AA- AA-	1.35 1.30
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	1,885,000.00	01/10/2022 1.50%	1,882,474.10 1,883,776.23	94.70 5.29%	1,785,149.67 1,366.63	0.77% (98,626.56)	A1 / A+ A+	1.46 1.40
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	2,605,000.00	01/11/2022 1.49%	2,602,186.60 2,603,634.37	94.26 5.62%	2,455,514.68 1,783.70	1.06% (148,119.69)	Aaa / AA+ AAA	1.46 1.40
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	2,570,000.00	01/16/2020 2.10%	2,564,525.90 2,568,385.04	94.85 5.75%	2,437,716.96 1,463.47	1.05% (130,668.08)	A2 / A+ A+	1.48 1.42
30231GBH4	Exxon Mobil Corp Callable Note Cont 2/19/2025 2.992% Due 3/19/2025	2,050,000.00	01/19/2022 1.70%	2,129,212.00 2,089,993.26	96.52 5.24%	1,978,563.65 22,489.87	0.86% (111,429.61)	Aa2 / AA- NR	1.64 1.55
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,070,000.00	03/31/2022 2.86%	2,069,461.80 2,069,698.00	96.10 5.30%	1,989,309.33 18,681.75	0.86% (80,388.67)	A1 / A+ NR	1.69 1.60
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,105,000.00	04/07/2022 3.39%	1,104,591.15 1,104,767.97	96.46 5.58%	1,065,874.16 11,084.53	0.46% (38,893.81)	A1 / A AA-	1.71 1.61
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	1,835,000.00	07/23/2021 0.85%	1,902,564.70 1,866,422.01	93.83 5.60%	1,721,769.49 8,486.88	0.74% (144,652.52)	A2 / A- AA-	1.75 1.67
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	2,190,000.00	05/24/2021 0.78%	2,192,834.95 2,190,788.92	95.65 5.97%	2,094,787.56 3,007.60	0.90% (96,001.36)	A1 / A- AA-	1.84 1.75
06406RBF3	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 6/13/2025	365,000.00	06/08/2022 3.43%	365,000.00 365,000.00	97.86 5.87%	357,196.30 1,669.27	0.15% (7,803.70)	A1 / A AA-	1.87 1.76
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	650,000.00	04/27/2022 3.46%	649,824.50 649,894.51	96.39 5.50%	626,522.65 2,865.42	0.27% (23,371.86)	A2 / A- A	1.88 1.77
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,040,000.00	Various 0.95%	1,040,643.75 1,040,192.24	95.49 5.99%	993,091.84 1,063.75	0.43% (47,100.40)	A1 / A- AA-	1.90 1.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	1,635,000.00	06/27/2022 4.01%	1,634,444.10 1,634,644.95	97.09 5.62%	1,587,349.56 5,450.00	0.68% (47,295.39)	Aaa / AA+ AAA	1.92 1.81
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	2,000,000.00	Various 1.12%	1,979,800.00 1,988,599.00	89.36 5.76%	1,787,184.00 2,479.16	0.77% (201,415.00)	Aa1 / AA+ NR	2.36 2.27

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CORPORATE									
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,250,000.00	12/06/2021 1.47%	1,216,837.50 1,230,142.35	89.47 5.44%	1,118,430.00 472.22	0.48% (111,712.35)	Aaa / AA+ AAA	2.46 2.37
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	667,000.00	05/20/2021 1.11%	691,899.11 677,977.21	94.04 5.75%	627,259.47 3,820.74	0.27% (50,717.74)	A1 / A- AA-	2.73 1.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,100,000.00	05/18/2022 4.99%	1,039,071.00 1,057,616.45	94.09 5.79%	1,034,957.00 6,217.57	0.45% (22,659.45)	A1 / A- A+	2.75 1.66
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	3,235,000.00	05/10/2021 1.09%	3,221,024.80 3,227,231.75	90.30 4.77%	2,921,078.84 7,099.03	1.26% (306,152.91)	A1 / AA AA-	2.78 2.68
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	535,000.00	Various 1.08%	536,731.15 535,969.77	90.53 4.82%	484,339.25 1,298.86	0.21% (51,630.52)	A2 / A+ A	2.79 2.68
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	2,210,000.00	06/15/2021 1.13%	2,209,027.60 2,209,439.78	89.88 4.94%	1,986,361.26 2,969.69	0.86% (223,078.52)	A1 / A+ A+	2.88 2.77
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	2,000,000.00	Various 1.25%	2,005,280.00 2,002,507.22	91.87 5.94%	1,837,336.00 3,077.66	0.79% (165,171.22)	A1 / A- AA-	2.89 1.81
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	1,512,000.00	08/10/2021 1.21%	1,511,580.72 1,511,748.30	88.50 5.46%	1,338,091.28 756.00	0.58% (173,657.02)	Aa3 / AA+ AA+	2.96 2.83
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,140,000.00	09/07/2021 1.27%	1,138,951.20 1,139,345.22	87.61 5.64%	998,709.54 5,422.92	0.43% (140,635.68)	Aa3 / AA- AA-	3.13 2.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	520,000.00	09/08/2021 1.09%	519,017.20 519,384.81	89.60 4.66%	465,933.52 2,032.33	0.20% (53,451.29)	Aa2 / AA AA	3.13 3.00
59217GER6	Metlife Note 1.875% Due 1/11/2027	1,730,000.00	01/03/2022 1.90%	1,728,027.80 1,728,640.20	89.13 5.37%	1,541,898.83 1,802.08	0.66% (186,741.37)	Aa3 / AA- AA-	3.45 3.25
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,490,000.00	03/01/2022 2.46%	1,489,587.60 1,489,701.91	90.32 5.46%	1,345,754.59 15,007.61	0.59% (143,947.32)	A2 / A- A	3.59 3.32
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	2,000,000.00	Various 4.94%	1,937,544.44 1,950,573.03	94.92 5.59%	1,898,316.00 19,376.78	0.82% (52,257.03)	A1 / A- AA-	3.73 2.53

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CORPORATE									
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	935,000.00	05/05/2022 4.04%	933,485.30 933,856.92	96.67 4.98%	903,820.56 8,415.00	0.39% (30,036.36)	A2 / A+ A+	3.78 3.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	950,000.00	05/17/2022 3.69%	950,443.30 950,336.67	96.59 4.69%	917,645.86 7,420.56	0.40% (32,690.81)	A2 / A+ A	3.79 3.46
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	1,800,000.00	07/15/2022 3.53%	1,758,222.00 1,767,174.43	94.72 4.53%	1,704,956.40 10,950.00	0.74% (62,218.03)	Aa3 / A+ NR	3.80 3.51
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	2,350,000.00	08/26/2022 4.18%	2,342,127.50 2,343,645.09	96.07 5.25%	2,257,663.80 14,212.54	0.98% (85,981.29)	A1 / A NR	3.86 3.48
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	1,300,000.00	01/24/2023 4.04%	1,241,422.00 1,247,674.33	94.21 4.50%	1,224,792.40 8,450.00	0.53% (22,881.93)	Aaa / AA+ NR	4.29 3.93
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	1,200,000.00	01/30/2023 4.63%	1,148,484.00 1,153,638.45	94.04 5.16%	1,128,516.00 1,946.67	0.49% (25,122.45)	A3 / A- NR	4.46 4.03
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	1,200,000.00	01/24/2023 4.42%	1,217,652.00 1,215,838.31	99.76 4.81%	1,197,134.40 1,741.67	0.52% (18,703.91)	A2 / A A+	4.48 3.98
61747YEK7	Morgan Stanley Callable Note Cont 1/21/2027 2.475% Due 1/21/2028	1,300,000.00	01/19/2023 5.27%	1,182,467.00 1,194,710.02	90.47 5.52%	1,176,086.60 893.75	0.51% (18,623.42)	A1 / A- A+	4.48 3.25
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/14/2023 4.69%	1,536,405.00 1,533,036.42	102.31 4.67%	1,534,669.50 36,312.50	0.68% 1,633.08	A2 / A+ A	4.55 3.86
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	1,470,000.00	03/06/2023 4.90%	1,468,574.10 1,468,687.27	101.05 4.61%	1,485,448.23 28,266.88	0.65% 16,760.96	Aa3 / A+ NR	4.61 3.95
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	2,770,000.00	Various 5.02%	2,752,650.90 2,752,847.43	99.49 4.99%	2,755,878.54 12,378.44	1.19% 3,031.11	A3 / A NR	4.88 4.21
Total Corporate		66,669,000.00	2.51%	66,409,908.52 66,403,508.25	5.34%	62,897,114.06 311,599.71	27.18% (3,506,394.19)	A1 / A+ AA-	2.70 2.40

Holdings Report

As of July 31, 2023



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
MONEY MARKET FUND									
31846V401	First American Govt Obligation MMKT Class-D	361,824.58	Various 4.72%	361,824.58 361,824.58	1.00 4.72%	361,824.58 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		361,824.58	4.72%	361,824.58 361,824.58	4.72%	361,824.58 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	2,455,000.00	10/16/2019 1.91%	2,511,391.35 2,468,347.62	96.52 5.51%	2,369,654.38 19,640.00	1.03% (98,693.24)	Aa2 / AA- AA	1.17 1.12
Total Municipal Bonds		2,455,000.00	1.91%	2,511,391.35 2,468,347.62	5.51%	2,369,654.38 19,640.00	1.03% (98,693.24)	Aa2 / AA- AA	1.17 1.12
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	4,200,000.00	Various 0.60%	4,181,308.25 4,191,090.62	90.89 4.84%	3,817,367.41 5,425.00	1.64% (373,723.21)	Aaa / AAA AAA	2.25 2.18
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	4,250,000.00	04/13/2021 0.97%	4,230,535.00 4,239,414.71	90.41 4.67%	3,842,255.00 10,433.16	1.66% (397,159.71)	Aaa / AAA AAA	2.72 2.62
Total Supranational		8,450,000.00	0.78%	8,411,843.25 8,430,505.33	4.75%	7,659,622.41 15,858.16	3.30% (770,882.92)	Aaa / AAA AAA	2.49 2.40
US TREASURY									
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,480,000.00	03/30/2021 0.33%	2,473,993.75 2,478,737.58	96.89 5.38%	2,402,790.16 2,341.85	1.03% (75,947.42)	Aaa / AA+ AAA	0.62 0.61
912828XX3	US Treasury Note 2% Due 6/30/2024	3,500,000.00	12/12/2019 1.74%	3,540,058.59 3,508,055.13	96.98 5.42%	3,394,317.50 6,086.96	1.46% (113,737.63)	Aaa / AA+ AAA	0.92 0.89
912828D56	US Treasury Note 2.375% Due 8/15/2024	2,000,000.00	08/29/2019 1.45%	2,088,671.88 2,018,595.65	96.96 5.41%	1,939,296.00 21,912.98	0.84% (79,299.65)	Aaa / AA+ AAA	1.04 1.00
9128283D0	US Treasury Note 2.25% Due 10/31/2024	3,750,000.00	11/07/2019 1.77%	3,834,814.45 3,771,308.52	96.35 5.31%	3,613,038.75 21,323.03	1.56% (158,269.77)	Aaa / AA+ AAA	1.25 1.20

Holdings Report

As of July 31, 2023



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									
91282CDN8	US Treasury Note 1% Due 12/15/2024	2,500,000.00	12/29/2021 0.98%	2,501,562.50 2,500,725.60	94.44 5.25%	2,360,937.50 3,210.38	1.02% (139,788.10)	Aaa / AA+ AAA	1.38 1.33
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	4,000,000.00	03/18/2020 0.81%	4,061,718.75 4,019,707.65	93.98 5.13%	3,759,220.00 18,831.52	1.62% (260,487.65)	Aaa / AA+ AAA	1.58 1.53
91282CED9	US Treasury Note 1.75% Due 3/15/2025	5,185,000.00	Various 2.67%	5,051,237.89 5,111,076.67	94.81 5.12%	4,916,028.13 34,273.13	2.13% (195,048.54)	Aaa / AA+ AAA	1.62 1.56
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	4,000,000.00	03/12/2021 0.72%	3,919,375.00 3,963,191.84	91.26 4.89%	3,650,312.00 27.17	1.57% (312,879.84)	Aaa / AA+ AAA	2.00 1.95
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	4,200,000.00	02/22/2021 0.54%	4,143,234.38 4,172,728.62	90.47 4.77%	3,799,689.60 2,653.53	1.64% (373,039.02)	Aaa / AA+ AAA	2.25 2.19
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	4,000,000.00	03/26/2021 0.77%	3,928,281.25 3,964,203.65	90.48 4.73%	3,619,220.00 2,540.98	1.56% (344,983.65)	Aaa / AA+ AAA	2.34 2.27
91282CGE5	US Treasury Note 3.875% Due 1/15/2026	5,000,000.00	02/06/2023 4.09%	4,970,898.44 4,975,644.73	98.11 4.70%	4,905,275.00 8,950.41	2.11% (70,369.73)	Aaa / AA+ AAA	2.46 2.31
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	1,000,000.00	07/29/2021 0.72%	995,273.44 997,162.51	89.26 4.49%	892,578.00 16.98	0.38% (104,584.51)	Aaa / AA+ AAA	3.00 2.91
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,050,000.00	09/23/2021 0.90%	1,042,576.17 1,045,361.14	89.36 4.48%	938,314.65 3,295.52	0.40% (107,046.49)	Aaa / AA+ AAA	3.09 2.98
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,080,000.00	10/18/2021 1.19%	2,048,881.25 2,060,092.27	89.61 4.43%	1,863,875.52 6,116.39	0.80% (196,216.75)	Aaa / AA+ AAA	3.17 3.05
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	4,570,000.00	Various 1.26%	4,540,686.72 4,550,498.89	90.07 4.44%	4,116,390.94 12,992.84	1.78% (434,107.95)	Aaa / AA+ AAA	3.25 3.12
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	4,000,000.00	02/15/2023 4.17%	3,750,000.00 3,777,593.09	93.77 4.36%	3,750,624.00 33,606.56	1.63% (26,969.09)	Aaa / AA+ AAA	3.67 3.42
91282CET4	US Treasury Note 2.625% Due 5/31/2027	1,800,000.00	06/09/2022 3.07%	1,763,367.19 1,771,779.02	93.97 4.35%	1,691,508.60 8,004.10	0.73% (80,270.42)	Aaa / AA+ AAA	3.84 3.57
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	4,050,000.00	Various 3.12%	4,074,599.61 4,069,432.41	96.17 4.32%	3,894,804.00 11,445.65	1.68% (174,628.41)	Aaa / AA+ AAA	3.92 3.62
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	950,000.00	08/22/2022 3.12%	933,894.53 936,958.41	94.29 4.32%	895,783.50 70.99	0.39% (41,174.91)	Aaa / AA+ AAA	4.00 3.73
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,400,000.00	Various 3.60%	3,326,886.72 3,339,485.21	95.62 4.31%	3,251,117.40 44,463.32	1.42% (88,367.81)	Aaa / AA+ AAA	4.09 3.73

Holdings Report

As of July 31, 2023



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									
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	4,950,000.00	10/20/2022 4.45%	4,878,457.03 4,889,579.76	99.34 4.30%	4,917,518.10 68,620.39	2.14% 27,938.34	Aaa / AA+ AAA	4.17 3.74
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	1,450,000.00	12/05/2022 3.81%	1,454,531.25 1,453,938.70	98.46 4.27%	1,427,683.05 9,518.10	0.62% (26,255.65)	Aaa / AA+ AAA	4.34 3.92
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	5,000,000.00	Various 3.65%	5,049,330.08 5,044,243.71	98.48 4.26%	4,923,830.00 16,847.83	2.12% (120,413.71)	Aaa / AA+ AAA	4.42 4.00
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	5,000,000.00	02/03/2023 3.61%	4,974,023.44 4,976,535.46	97.00 4.24%	4,849,805.00 475.54	2.09% (126,730.46)	Aaa / AA+ AAA	4.51 4.11
91282CGP0	US Treasury Note 4% Due 2/29/2028	1,150,000.00	03/14/2023 3.80%	1,160,152.34 1,159,383.90	99.10 4.22%	1,139,668.40 19,250.00	0.50% (19,715.50)	Aaa / AA+ AAA	4.59 4.08
91282CHA2	US Treasury Note 3.5% Due 4/30/2028	2,950,000.00	05/05/2023 3.42%	2,960,255.86 2,959,776.61	97.00 4.20%	2,861,384.95 26,093.07	1.24% (98,391.66)	Aaa / AA+ AAA	4.75 4.28
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	4,000,000.00	06/14/2023 4.00%	3,933,906.25 3,935,442.46	97.61 4.18%	3,904,376.00 24,562.84	1.69% (31,066.46)	Aaa / AA+ AAA	4.84 4.35
Total US Treasury		88,015,000.00	2.48%	87,400,668.76 87,451,239.19	4.65%	83,679,386.75 407,532.06	36.16% (3,771,852.44)	Aaa / AA+ AAA	2.99 2.77
TOTAL PORTFOLIO		244,772,367.18	2.21%	243,826,676.14 243,618,607.95	5.02%	231,619,003.73 929,581.93	100.00% (11,999,604.22)	Aa1 / AA AAA	2.71 2.35
TOTAL MARKET VALUE PLUS ACCRUED						232,548,585.66			

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2023	31846V401	32,700.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	32,700.00	0.00	32,700.00	0.00
Purchase	07/03/2023	31846V401	4,096.83	First American Govt Obligation MMKT Class-D	1.000	4.55%	4,096.83	0.00	4,096.83	0.00
Purchase	07/07/2023	31846V401	28,762.50	First American Govt Obligation MMKT Class-D	1.000	4.55%	28,762.50	0.00	28,762.50	0.00
Purchase	07/11/2023	31846V401	16,218.75	First American Govt Obligation MMKT Class-D	1.000	4.55%	16,218.75	0.00	16,218.75	0.00
Purchase	07/13/2023	31846V401	13,666.25	First American Govt Obligation MMKT Class-D	1.000	4.55%	13,666.25	0.00	13,666.25	0.00
Purchase	07/14/2023	31846V401	23,886.25	First American Govt Obligation MMKT Class-D	1.000	4.55%	23,886.25	0.00	23,886.25	0.00
Purchase	07/15/2023	31846V401	125,634.38	First American Govt Obligation MMKT Class-D	1.000	4.55%	125,634.38	0.00	125,634.38	0.00
Purchase	07/16/2023	31846V401	9,072.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	9,072.00	0.00	9,072.00	0.00
Purchase	07/17/2023	31846V401	2,851.75	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,851.75	0.00	2,851.75	0.00
Purchase	07/17/2023	31846V401	6,235.25	First American Govt Obligation MMKT Class-D	1.000	4.55%	6,235.25	0.00	6,235.25	0.00
Purchase	07/17/2023	31846V401	1,353.33	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,353.33	0.00	1,353.33	0.00
Purchase	07/17/2023	31846V401	1,739.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,739.00	0.00	1,739.00	0.00
Purchase	07/17/2023	31846V401	5,438.13	First American Govt Obligation MMKT Class-D	1.000	4.55%	5,438.13	0.00	5,438.13	0.00
Purchase	07/17/2023	31846V401	483.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	483.00	0.00	483.00	0.00
Purchase	07/17/2023	31846V401	1,801.67	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,801.67	0.00	1,801.67	0.00
Purchase	07/17/2023	31846V401	17,869.14	First American Govt Obligation MMKT Class-D	1.000	4.55%	17,869.14	0.00	17,869.14	0.00

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/17/2023	31846V401	22,512.94	First American Govt Obligation MMKT Class-D	1.000	4.55%	22,512.94	0.00	22,512.94	0.00
Purchase	07/17/2023	31846V401	48,335.73	First American Govt Obligation MMKT Class-D	1.000	4.55%	48,335.73	0.00	48,335.73	0.00
Purchase	07/17/2023	31846V401	151,685.13	First American Govt Obligation MMKT Class-D	1.000	4.55%	151,685.13	0.00	151,685.13	0.00
Purchase	07/17/2023	31846V401	9,103.98	First American Govt Obligation MMKT Class-D	1.000	4.55%	9,103.98	0.00	9,103.98	0.00
Purchase	07/17/2023	31846V401	48,760.69	First American Govt Obligation MMKT Class-D	1.000	4.55%	48,760.69	0.00	48,760.69	0.00
Purchase	07/17/2023	31846V401	11,044.92	First American Govt Obligation MMKT Class-D	1.000	4.55%	11,044.92	0.00	11,044.92	0.00
Purchase	07/17/2023	31846V401	11,448.95	First American Govt Obligation MMKT Class-D	1.000	4.55%	11,448.95	0.00	11,448.95	0.00
Purchase	07/17/2023	31846V401	7,690.69	First American Govt Obligation MMKT Class-D	1.000	4.55%	7,690.69	0.00	7,690.69	0.00
Purchase	07/17/2023	31846V401	33,319.24	First American Govt Obligation MMKT Class-D	1.000	4.55%	33,319.24	0.00	33,319.24	0.00
Purchase	07/17/2023	31846V401	34,210.85	First American Govt Obligation MMKT Class-D	1.000	4.55%	34,210.85	0.00	34,210.85	0.00
Purchase	07/17/2023	31846V401	14,943.03	First American Govt Obligation MMKT Class-D	1.000	4.55%	14,943.03	0.00	14,943.03	0.00
Purchase	07/17/2023	31846V401	81,514.40	First American Govt Obligation MMKT Class-D	1.000	4.55%	81,514.40	0.00	81,514.40	0.00
Purchase	07/18/2023	31846V401	43,732.75	First American Govt Obligation MMKT Class-D	1.000	4.55%	43,732.75	0.00	43,732.75	0.00
Purchase	07/20/2023	31846V401	30,241.67	First American Govt Obligation MMKT Class-D	1.000	4.55%	30,241.67	0.00	30,241.67	0.00
Purchase	07/20/2023	31846V401	2,319.59	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,319.59	0.00	2,319.59	0.00
Purchase	07/20/2023	31846V401	2,915.50	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,915.50	0.00	2,915.50	0.00

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/20/2023	31846V401	2,480.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,480.00	0.00	2,480.00	0.00
Purchase	07/20/2023	31846V401	137,669.77	First American Govt Obligation MMKT Class-D	1.000	4.55%	137,669.77	0.00	137,669.77	0.00
Purchase	07/20/2023	31846V401	77,488.41	First American Govt Obligation MMKT Class-D	1.000	4.55%	77,488.41	0.00	77,488.41	0.00
Purchase	07/21/2023	31846V401	50,305.00	First American Govt Obligation MMKT Class-D	1.000	4.55%	50,305.00	0.00	50,305.00	0.00
Purchase	07/21/2023	31846V401	22,330.38	First American Govt Obligation MMKT Class-D	1.000	4.55%	22,330.38	0.00	22,330.38	0.00
Purchase	07/21/2023	31846V401	17,565.09	First American Govt Obligation MMKT Class-D	1.000	4.55%	17,565.09	0.00	17,565.09	0.00
Purchase	07/25/2023	31846V401	57,409.22	First American Govt Obligation MMKT Class-D	1.000	4.55%	57,409.22	0.00	57,409.22	0.00
Purchase	07/25/2023	31846V401	1,979.50	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,979.50	0.00	1,979.50	0.00
Purchase	07/25/2023	31846V401	1,893.75	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,893.75	0.00	1,893.75	0.00
Purchase	07/25/2023	31846V401	2,210.83	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,210.83	0.00	2,210.83	0.00
Purchase	07/25/2023	31846V401	2,927.83	First American Govt Obligation MMKT Class-D	1.000	4.55%	2,927.83	0.00	2,927.83	0.00
Purchase	07/25/2023	31846V401	13,691.67	First American Govt Obligation MMKT Class-D	1.000	4.55%	13,691.67	0.00	13,691.67	0.00
Purchase	07/25/2023	31846V401	13,958.33	First American Govt Obligation MMKT Class-D	1.000	4.55%	13,958.33	0.00	13,958.33	0.00
Purchase	07/25/2023	31846V401	139,326.94	First American Govt Obligation MMKT Class-D	1.000	4.55%	139,326.94	0.00	139,326.94	0.00

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/26/2023	3137FHPJ6	1,200,000.00	FHLMC Multifamily Structured K080 - A2 3.926% Due 7/25/2028	97.270	4.59%	1,167,234.38	3,271.67	1,170,506.05	0.00
Purchase	07/27/2023	74340XCG4	1,000,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	99.202	5.06%	992,020.00	3,927.08	995,947.08	0.00
Purchase	07/31/2023	31846V401	108,687.50	First American Govt Obligation MMKT Class-D	1.000	4.72%	108,687.50	0.00	108,687.50	0.00
Subtotal			3,695,512.51				3,654,766.89	7,198.75	3,661,965.64	0.00
TOTAL ACQUISITIONS			3,695,512.51				3,654,766.89	7,198.75	3,661,965.64	0.00
DISPOSITIONS										
Sale	07/26/2023	31846V401	1,170,506.05	First American Govt Obligation MMKT Class-D	1.000	4.55%	1,170,506.05	0.00	1,170,506.05	0.00
Sale	07/27/2023	3130A1XJ2	325,000.00	FHLB Note 2.875% Due 6/14/2024	97.749	1.96%	317,684.25	1,116.06	318,800.31	-9,808.19
Sale	07/27/2023	31846V401	677,146.77	First American Govt Obligation MMKT Class-D	1.000	4.55%	677,146.77	0.00	677,146.77	0.00
Subtotal			2,172,652.82				2,165,337.07	1,116.06	2,166,453.13	-9,808.19
Paydown	07/17/2023	02582JJT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	5,438.13	5,438.13	0.00
Paydown	07/17/2023	362554AC1	17,574.47	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		17,574.47	294.67	17,869.14	0.00
Paydown	07/17/2023	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	483.00	483.00	0.00
Paydown	07/17/2023	43813DAC2	22,472.53	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		22,472.53	40.41	22,512.94	0.00

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As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	1,801.67	1,801.67	0.00
Paydown	07/17/2023	44891RAC4	48,214.69	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		48,214.69	121.04	48,335.73	0.00
Paydown	07/17/2023	44891VAC5	151,580.05	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		151,580.05	105.08	151,685.13	0.00
Paydown	07/17/2023	44891WAC3	8,291.98	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	100.000		8,291.98	812.00	9,103.98	0.00
Paydown	07/17/2023	448977AD0	0.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	100.000		0.00	1,739.00	1,739.00	0.00
Paydown	07/17/2023	44933LAC7	48,593.88	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		48,593.88	166.81	48,760.69	0.00
Paydown	07/17/2023	44935FAD6	10,745.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		10,745.84	299.08	11,044.92	0.00
Paydown	07/17/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	1,353.33	1,353.33	0.00
Paydown	07/17/2023	47787NAC3	11,428.74	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		11,428.74	20.21	11,448.95	0.00
Paydown	07/17/2023	47789KAC7	7,683.65	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		7,683.65	7.04	7,690.69	0.00
Paydown	07/17/2023	47789QAC4	32,996.74	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		32,996.74	322.50	33,319.24	0.00
Paydown	07/17/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	2,851.75	2,851.75	0.00
Paydown	07/17/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	6,235.25	6,235.25	0.00
Paydown	07/17/2023	89236XAC0	34,160.65	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		34,160.65	50.20	34,210.85	0.00

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As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	89238JAC9	14,567.32	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		14,567.32	375.71	14,943.03	0.00
Paydown	07/17/2023	89240BAC2	81,350.46	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		81,350.46	163.94	81,514.40	0.00
Paydown	07/18/2023	43813KAC6	43,654.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		43,654.00	78.75	43,732.75	0.00
Paydown	07/20/2023	36262XAC8	137,379.06	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		137,379.06	290.71	137,669.77	0.00
Paydown	07/20/2023	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	2,319.59	2,319.59	0.00
Paydown	07/20/2023	89238LAC4	0.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	100.000		0.00	2,915.50	2,915.50	0.00
Paydown	07/20/2023	92290BAA9	77,405.58	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		77,405.58	82.83	77,488.41	0.00
Paydown	07/20/2023	92348KAV5	0.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	100.000		0.00	2,480.00	2,480.00	0.00
Paydown	07/21/2023	43813GAC5	22,283.98	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		22,283.98	46.40	22,330.38	0.00
Paydown	07/21/2023	43815GAC3	17,066.42	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		17,066.42	498.67	17,565.09	0.00
Paydown	07/25/2023	05601XAC3	138,244.64	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		138,244.64	1,082.30	139,326.94	0.00
Paydown	07/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	1,979.50	1,979.50	0.00
Paydown	07/25/2023	09690AAC7	57,331.46	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		57,331.46	77.76	57,409.22	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/25/2023	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	100.000		0.00	1,893.75	1,893.75	0.00
Paydown	07/25/2023	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	2,210.83	2,210.83	0.00
Paydown	07/25/2023	3137FAWS3	0.00	FHLMC K067 A2 3.194% Due 7/25/2027	100.000		0.00	2,927.83	2,927.83	0.00
Paydown	07/25/2023	3137FCLD4	0.00	FHLMC K071 A2 3.286% Due 11/25/2027	100.000		0.00	13,691.67	13,691.67	0.00
Paydown	07/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	13,958.33	13,958.33	0.00
Subtotal			983,026.14				983,026.14	69,215.24	1,052,241.38	0.00
Security Withdrawal	07/10/2023	31846V401	11,077.45	First American Govt Obligation MMKT Class-D	1.000		11,077.45	0.00	11,077.45	0.00
Security Withdrawal	07/25/2023	31846V401	104.17	First American Govt Obligation MMKT Class-D	1.000		104.17	0.00	104.17	0.00
Subtotal			11,181.62				11,181.62	0.00	11,181.62	0.00
TOTAL DISPOSITIONS			3,166,860.58				3,159,544.83	70,331.30	3,229,876.13	-9,808.19
OTHER TRANSACTIONS										
Interest	07/01/2023	66815L2J7	1,635,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.000		32,700.00	0.00	32,700.00	0.00
Interest	07/07/2023	3135G0X24	3,540,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		28,762.50	0.00	28,762.50	0.00
Interest	07/11/2023	59217GER6	1,730,000.00	Metlife Note 1.875% Due 1/11/2027	0.000		16,218.75	0.00	16,218.75	0.00
Interest	07/13/2023	89236TJT3	1,885,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.000		13,666.25	0.00	13,666.25	0.00
Interest	07/14/2023	64952WEK5	2,605,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.000		18,886.25	0.00	18,886.25	0.00
Interest	07/14/2023	66815L2A6	1,250,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.000		5,000.00	0.00	5,000.00	0.00

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/15/2023	756109AU8	1,200,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.000		21,900.00	0.00	21,900.00	0.00
Interest	07/15/2023	79466LAG9	2,195,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		6,859.38	0.00	6,859.38	0.00
Interest	07/15/2023	91282CGE5	5,000,000.00	US Treasury Note 3.875% Due 1/15/2026	0.000		96,875.00	0.00	96,875.00	0.00
Interest	07/16/2023	57629WDE7	1,512,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.000		9,072.00	0.00	9,072.00	0.00
Interest	07/20/2023	24422EWR6	1,200,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.000		30,241.67	0.00	30,241.67	0.00
Interest	07/21/2023	3137EAEU9	4,200,000.00	FHLMC Note 0.375% Due 7/21/2025	0.000		7,875.00	0.00	7,875.00	0.00
Interest	07/21/2023	61747YEK7	1,300,000.00	Morgan Stanley Callable Note Cont 1/21/2027 2.475% Due 1/21/2028	0.000		16,087.50	0.00	16,087.50	0.00
Interest	07/21/2023	90331HPL1	2,570,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.000		26,342.50	0.00	26,342.50	0.00
Interest	07/31/2023	91282CAB7	4,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.000		5,000.00	0.00	5,000.00	0.00
Interest	07/31/2023	91282CCP4	1,000,000.00	US Treasury Note 0.625% Due 7/31/2026	0.000		3,125.00	0.00	3,125.00	0.00
Interest	07/31/2023	91282CFB2	950,000.00	US Treasury Note 2.75% Due 7/31/2027	0.000		13,062.50	0.00	13,062.50	0.00
Interest	07/31/2023	91282CGH8	5,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.000		87,500.00	0.00	87,500.00	0.00
Subtotal			42,772,000.00				439,174.30	0.00	439,174.30	0.00

Transaction Ledger

As of July 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	07/03/2023	31846V401	757,846.51	First American Govt Obligation MMKT Class-D	0.000		4,096.83	0.00	4,096.83	0.00
Subtotal			757,846.51				4,096.83	0.00	4,096.83	0.00
TOTAL OTHER TRANSACTIONS			43,529,846.51				443,271.13	0.00	443,271.13	0.00

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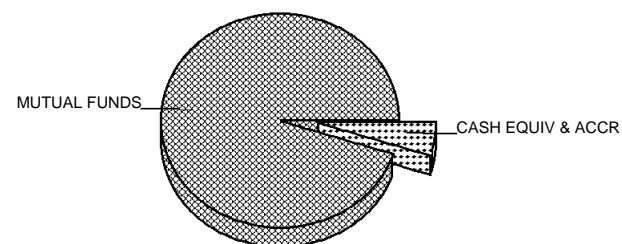
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ASSET SUMMARY

ASSETS	07/31/2023 MARKET	07/31/2023 BOOK VALUE	% OF MARKET
Cash And Equivalents	384,268.02	384,268.02	4.46
Mutual Funds-Equity	4,174,993.22	3,099,261.86	48.49
Mutual Funds-Fixed Income	4,049,385.76	4,406,428.59	47.03
Total Assets	8,608,647.00	7,889,958.47	99.98
Accrued Income	1,672.79	1,672.79	0.02
Grand Total	8,610,319.79	7,891,631.26	100.00

Estimated Annual Income 209,938.06



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt	382,941.740	382,941.74	382,941.74	.00	382,941.74	1,672.71
Ob Fd Cl X		1.0000		.00	.00	5.22
31846V336 Asset Minor Code 1						
Total Money Markets	382,941.740	382,941.74	382,941.74	.00	382,941.74	1,672.71
				.00	.00	5.22
Cash						
Cash		1,326.28	1,326.28		1,326.28	
Total Cash	.000	1,326.28	1,326.28	.00	1,326.28	.00
				.00	.00	0.00
Total Cash And Equivalents	382,941.740	384,268.02	384,268.02	.00	384,268.02	1,672.71
				.00	.00	5.20

Mutual Funds

Mutual Funds-Equity

Ishares Core	2,600.000	1,196,468.00	678,941.47	517,526.53	1,158,846.00	.00
S P 500 Etf		460.1800		21,932.81	37,622.00	1.44
464287200 Asset Minor Code 94						
Ishares S P	6,483.000	471,054.78	283,309.90	187,744.88	456,921.84	.00
500 Growth Etf		72.6600		8,803.81	14,132.94	0.86
464287309 Asset Minor Code 94						
Ishares S P	3,246.000	541,270.50	374,801.30	166,469.20	523,222.74	.00
500 Value Etf		166.7500		12,789.45	18,047.76	1.80
464287408 Asset Minor Code 94						

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	4,750.000	360,572.50 75.9100	276,046.71	84,525.79 10,756.68	346,892.50 13,680.00	.00 1.44
Ishares Russell 2000 Value Etf 464287630 Asset Minor Code 94	2,014.000	304,597.36 151.2400	269,128.57	35,468.79 20,703.46	283,571.20 21,026.16	.00 2.10
Ishares Russell 2000 Growth Etf 464287648 Asset Minor Code 94	1,175.000	298,497.00 254.0400	269,923.00	28,574.00 12,944.54	285,125.50 13,371.50	.00 0.77
Ishares Core Msci Eafe Etf 46432F842 Asset Minor Code 94	7,704.000	535,813.20 69.5500	494,827.66	40,985.54 16,218.62	519,594.58 16,218.62	.00 2.33
Vanguard Ftse Emerging Markets Etf 922042858 Asset Minor Code 94	7,766.000	334,481.62 43.0700	323,828.46	10,653.16 18,597.40	315,920.88 18,560.74	.00 3.29
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	1,551.000	132,238.26 85.2600	128,454.79	3,783.47 2,593.82	129,601.56 2,636.70	.00 4.43
Total Mutual Funds-Equity	37,289.000	4,174,993.22	3,099,261.86	1,075,731.36 125,340.59	4,019,696.80 155,296.42	.00 1.77
Mutual Funds-Fixed Income						
Ishares Core U.S. Aggregate Bond Etf 464287226 Asset Minor Code 95	31,365.000	3,063,733.20 97.6800	3,393,417.61	- 329,684.41 - 7,172.66	3,070,905.86 - 7,172.66	.00 2.91
Ishares Mbs Etf 464288588 Asset Minor Code 95	2,761.000	256,552.12 92.9200	257,993.02	- 1,440.90 - 808.08	257,360.20 - 808.08	.00 3.09
Ishares US Treasury Bond Etf 46429B267 Asset Minor Code 95	11,189.000	254,885.42 22.7800	258,674.10	- 3,788.68 - 1,248.99	256,134.41 - 1,248.99	.00 2.40

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Vanguard Short Term Inv't Grade #539 922031836 Asset Minor Code 99	47,326.848	474,215.02 10.0200	496,343.86	- 22,128.84 1,933.57	472,281.45 1,933.57	.08 2.67
Total Mutual Funds-Fixed Income	92,641.848	4,049,385.76	4,406,428.59	- 357,042.83 - 7,296.16	4,056,681.92 - 7,296.16	.08 2.85
Total Mutual Funds	129,930.848	8,224,378.98	7,505,690.45	718,688.53 118,044.43	8,076,378.72 148,000.26	.08 2.31
Total Assets	512,872.588	8,608,647.00	7,889,958.47	718,688.53 118,044.43	8,460,646.74 148,000.26	1,672.79 2.43
Accrued Income	.000	1,672.79	1,672.79			
Grand Total	512,872.588	8,610,319.79	7,891,631.26			

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.

For further information, please contact your account manager or relationship manager.

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ASSET DETAIL MESSAGES (continued)

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
382,941.740	First Am Govt Ob Fd CI X 31846V336		08/01/23	0.05	1,043.19	1,672.71	1,043.19	1,672.71
.000	First Am Govt Ob Fd CI Z 31846V567		08/01/23	0.05	643.39	.00	643.39	.00
Total Cash And Equivalents					1,686.58	1,672.71	1,686.58	1,672.71
Mutual Funds-Equity								
7,766.000	Vanguard Ftse Emerging Markets Etf 922042858	06/20/23	06/23/23	1.42	2,921.85	- 2,921.85	.00	.00
1,551.000	Vanguard Real Estate Etf 922908553	06/29/23	07/05/23	3.78	1,519.70	- 27.03	1,492.67	.00
Total Mutual Funds-Equity					4,441.55	- 2,948.88	1,492.67	.00
Mutual Funds-Fixed Income								
31,365.000	Ishares Core U.S. Aggregate Bond Etf 464287226	07/03/23	07/10/23	2.84	.00	7,747.89	7,747.89	.00
2,761.000	Ishares Mbs Etf 464288588	07/03/23	07/10/23	2.87	.00	705.44	705.44	.00
11,189.000	Ishares US Treasury Bond Etf 46429B267	07/03/23	07/10/23	0.55	.00	547.98	547.98	.00
47,326.848	Vanguard Short Term Invt Grade #539 922031836	07/31/23	08/01/23	0.27	.08	1,326.28	1,326.28	.08
Total Mutual Funds-Fixed Income					.08	10,327.59	10,327.59	.08
Grand Total					6,128.21	9,051.42	13,506.84	1,672.79

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd CI X 31846V336		
07/03/2023	Interest From 6/1/23 To 6/30/23	1,043.19
First Am Govt Ob Fd CI Z 31846V567		
07/03/2023	Interest From 6/1/23 To 6/30/23	643.39
Total Interest		1,686.58
Dividends		
Ishares Core U.S. Aggregate Bond Etf 464287226		
07/10/2023	0.254739 USD/Share On 30,415 Shares Due 7/10/23	7,747.89
Ishares Mbs Etf 464288588		
07/10/2023	0.264112 USD/Share On 2,671 Shares Due 7/10/23	705.44
Ishares US Treasury Bond Etf 46429B267		
07/10/2023	0.050622 USD/Share On 10,825 Shares Due 7/10/23	547.98
Vanguard Real Estate Etf 922908553		
07/05/2023	0.9277 USD/Share On 1,609 Shares Due 7/5/23	1,492.67
Vanguard Short Term Invst Grade #539 922031836		
07/31/2023	Dividend	1,326.28
Total Dividends		11,820.26

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Other Earnings		
Interest-Bank Compensation		
07/27/2023	Income Payments	.36
	Interest Earned On Income Payments	
Total Other Earnings		.36

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
07/26/2023	Collected Charged For Period 06/01/2023 Thru 06/30/2023	- 2,093.87
Total Trust Fees		- 2,093.87
Total Trust Fees		- 2,093.87
Total Plan Expenses		- 2,093.87

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OTHER ACTIVITY

DATE	DESCRIPTION	CASH
Transfers To Checking Account		
ACH Transfer To Checking		
07/28/2023	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 7/27/2023	- 1,762.15
Total ACH Transfer To Checking		- 1,762.15
Total Transfers To Checking Account		- 1,762.15
Total Other Activity		- 1,762.15

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
07/05/2023	Purchased 1,686.58 Units Of First Am Govt Ob Fd CI X Trade Date 7/5/23 31846V336	1,686.580	.00	- 1,686.58	1,686.58
07/05/2023	Purchased 1,492.67 Units Of First Am Govt Ob Fd CI X Trade Date 7/5/23 31846V336	1,492.670	.00	- 1,492.67	1,492.67
07/28/2023	Purchased 0.36 Units Of First Am Govt Ob Fd CI X Trade Date 7/28/23 31846V336	.360	.00	- .36	.36
Total First Am Govt Ob Fd CI X		3,179.610	.00	- 3,179.61	3,179.61
Total Cash And Equivalents		3,179.610	.00	- 3,179.61	3,179.61
Mutual Funds-Equity					
07/06/2023	Purchased 227 Shares Of Ishares Core Msci Eafe Etf Trade Date 7/6/23 Purchased Through J.P. Morgan Securities LLC 227 Shares At 65.5909 USD 46432F842	227.000	7.95	- 14,897.08	14,897.08
Total Ishares Core Msci Eafe Etf		227.000	7.95	- 14,897.08	14,897.08
Total Mutual Funds-Equity		227.000	7.95	- 14,897.08	14,897.08
Mutual Funds-Fixed Income					

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
07/06/2023	Purchased 950 Shares Of Ishares Core U.S. Aggregate Bond Etf Trade Date 7/6/23 Purchased Through J.P. Morgan Securities LLC 950 Shares At 96.5509 USD 464287226	950.000	33.25	- 91,756.61	91,756.61
Total Ishares Core U.S. Aggregate Bond Etf		950.000	33.25	- 91,756.61	91,756.61
07/06/2023	Purchased 90 Shares Of Ishares Mbs Etf Trade Date 7/6/23 Purchased Through Sanford C. Bernstein & Co., LI 90 Shares At 91.6248 USD 464288588	90.000	3.15	- 8,249.38	8,249.38
Total Ishares Mbs Etf		90.000	3.15	- 8,249.38	8,249.38
07/06/2023	Purchased 364 Shares Of Ishares US Treasury Bond Etf Trade Date 7/6/23 Purchased Through J.P. Morgan Securities LLC 364 Shares At 22.6076 USD 46429B267	364.000	12.74	- 8,241.91	8,241.91
Total Ishares US Treasury Bond Etf		364.000	12.74	- 8,241.91	8,241.91
07/06/2023	Purchased 809.917 Shares Of Vanguard Short Term Invt Grade #539 Trade Date 7/6/23 809.917 Shares At 9.93 USD 922031836	809.917	.00	- 8,042.48	8,042.48
Total Vanguard Short Term Invt Grade #539		809.917	.00	- 8,042.48	8,042.48

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Mutual Funds-Fixed Income		2,213.917	49.14	- 116,290.38	116,290.38
Total Purchases		5,620.527	57.09	- 134,367.07	134,367.07

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
Cash And Equivalents							
07/07/2023	Sold 6,764.4 Units Of First Am Govt Ob Fd CI X Trade Date 7/7/23 31846V336	- 6,764.400	.00	6,764.40	- 6,764.40	.00	- 6,764.40 .00
07/10/2023	Sold 9,921.47 Units Of First Am Govt Ob Fd CI X Trade Date 7/10/23 31846V336	- 9,921.470	.00	9,921.47	- 9,921.47	.00	- 9,921.47 .00
07/26/2023	Sold 2,093.87 Units Of First Am Govt Ob Fd CI X Trade Date 7/26/23 31846V336	- 2,093.870	.00	2,093.87	- 2,093.87	.00	- 2,093.87 .00
07/28/2023	Sold 1,762.15 Units Of First Am Govt Ob Fd CI X Trade Date 7/28/23 31846V336	- 1,762.150	.00	1,762.15	- 1,762.15	.00	- 1,762.15 .00
Total First Am Govt Ob Fd CI X		- 20,541.890	.00	20,541.89	- 20,541.89	.00	- 20,541.89 .00
Total Cash And Equivalents		- 20,541.890	.00	20,541.89	- 20,541.89	.00	- 20,541.89 .00

Mutual Funds-Equity

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
07/06/2023	Sold 85 Shares Of Ishares Core S P 500 Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 2.98 USD Brokerage Paid 0.30 USD Sec Fee 85 Shares At 441.8296 USD 464287200	- 85.000	2.98	37,552.24	- 22,196.16	15,356.08	- 37,885.35 - 333.11
Total Ishares Core S P 500 Etf		- 85.000	2.98	37,552.24	- 22,196.16	15,356.08	- 37,885.35 - 333.11
07/06/2023	Sold 196 Shares Of Ishares Russell Mid Cap Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 6.86 USD Brokerage Paid 0.11 USD Sec Fee 196 Shares At 72.0469 USD 464287499	- 196.000	6.86	14,114.22	- 11,390.56	2,723.66	- 14,313.88 - 199.66
Total Ishares Russell Mid Cap Etf		- 196.000	6.86	14,114.22	- 11,390.56	2,723.66	- 14,313.88 - 199.66
07/06/2023	Sold 33 Shares Of Ishares Russell 2000 Growth Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 1.16 USD Brokerage Paid 0.06 USD Sec Fee 33 Shares At 235.8501 USD 464287648	- 33.000	1.16	7,781.83	- 7,580.82	201.01	- 8,007.78 - 225.95
Total Ishares Russell 2000 Growth Etf		- 33.000	1.16	7,781.83	- 7,580.82	201.01	- 8,007.78 - 225.95

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
07/06/2023	Sold 45 Shares Of Ishares Russell 2000 Value Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 1.58 USD Brokerage Paid 0.05 USD Sec Fee 45 Shares At 137.4889 USD 464287630	- 45.000	1.58	6,185.37	- 6,013.30	172.07	- 6,336.00 - 150.63
Total Ishares Russell 2000 Value Etf		- 45.000	1.58	6,185.37	- 6,013.30	172.07	- 6,336.00 - 150.63
07/06/2023	Sold 199 Shares Of Ishares S P 500 Growth Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 6.97 USD Brokerage Paid 0.11 USD Sec Fee 199 Shares At 69.8992 USD 464287309	- 199.000	6.97	13,902.86	- 8,696.39	5,206.47	- 14,025.52 - 122.66
Total Ishares S P 500 Growth Etf		- 199.000	6.97	13,902.86	- 8,696.39	5,206.47	- 14,025.52 - 122.66
07/06/2023	Sold 115 Shares Of Ishares S P 500 Value Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 4.03 USD Brokerage Paid 0.15 USD Sec Fee 115 Shares At 159.8625 USD 464287408	- 115.000	4.03	18,380.01	- 13,278.54	5,101.47	- 18,536.85 - 156.84
Total Ishares S P 500 Value Etf		- 115.000	4.03	18,380.01	- 13,278.54	5,101.47	- 18,536.85 - 156.84

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
07/06/2023	Sold 36 Shares Of Vanguard Ftse Emerging Markets Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 1.26 USD Brokerage Paid 0.01 USD Sec Fee 36 Shares At 40.0721 USD 922042858	- 36.000	1.26	1,441.33	- 1,501.14	- 59.81	- 1,464.48 - 23.15
Total Vanguard Ftse Emerging Markets Etf		- 36.000	1.26	1,441.33	- 1,501.14	- 59.81	- 1,464.48 - 23.15
07/06/2023	Sold 58 Shares Of Vanguard Real Estate Etf Trade Date 7/6/23 Sold Through Evercore Isi Paid 2.03 USD Brokerage Paid 0.04 USD Sec Fee 58 Shares At 83.9037 USD 922908553	- 58.000	2.03	4,864.34	- 4,803.60	60.74	- 4,846.48 17.86
Total Vanguard Real Estate Etf		- 58.000	2.03	4,864.34	- 4,803.60	60.74	- 4,846.48 17.86
Total Mutual Funds-Equity		- 767.000	26.87	104,222.20	- 75,460.51	28,761.69	- 105,416.34 - 1,194.14
Total Sales And Maturities		- 21,308.890	26.87	124,764.09	- 96,002.40	28,761.69	- 125,958.23 - 1,194.14

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SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:8

SUBJECT: AMENDMENT NO. 2 TO AGREEMENT A2021-185 BETWEEN THE CITY OF CHINO HILLS AND CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

RECOMMENDATION:

Authorize the execution of Amendment No. 2 to Agreement No. A2021-185 with Chino Valley Unified School District (CVUSD) for the School Resource Officer Program in the amount of \$772,060, effective August 7, 2023 through May 23, 2024.

BACKGROUND/ANALYSIS:

Since 2000, CVUSD and the City have equally shared the cost of two Deputies as full-time School Resource Officers (SROs) for each school year. At the end of the last school year, CVUSD approached City staff to request an additional SRO for additional coverage at schools in Chino Hills. One Officer will be assigned to Ayala High School campus and one to Chino Hills High School campus. The third Officer will be assigned to provide additional coverage at Chino Hills elementary schools, junior high schools and high schools as needed.

The total ten-month cost for FY 23/24 for the SRO program is \$1,158,092. CVUSD agrees to pay one-half of the cost of the two Officers plus the entire cost of the third Officer for ten months, for an amount not to exceed \$772,060, excluding overtime. Per the agreement the cost may be adjusted at any time to reflect salary or fringe benefit increases that affect the City's contract. Overtime must be authorized by both parties and costs shared equally. The City shall bill CVUSD for its share monthly.

The SRO Program continues to foster strong collaboration between the City and CVUSD. Results of this effort include immediate police response, expedited resolution of criminal activity, student/law enforcement interaction and crime prevention. The SROs have continued to be a presence on both campuses to provide security, and to support staff, teachers, and all personnel who are on-site.

The attached agreement was approved by the CVUSD School Board on August 17, 2023.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:

There is sufficient funding in the General Fund Public Safety budget to cover the FY 2023/2024 cost of the School Resource Officer agreement as the cost of the SRO program is part of the City's contract with the San Bernardino County Sheriff's department. The City will recoup CVUSDs portion of the agreement monthly.

REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:



Benjamin Montgomery
City Manager



Rod Hill
Assistant City Manager

Attachments Amendment No. 2 to A2021-185

CITY OF CHINO HILLS**AMENDMENT NO. 2 TO AGREEMENT NO. A2021-185**

THIS AMENDMENT NO. 2 ("Amendment") to Agreement No. A2021-185 (the "Agreement") is entered into by and between the CITY OF CHINO HILLS, a municipal corporation and general law city, hereinafter called "City," and CHINO VALLEY UNIFIED SCHOOL DISTRICT hereinafter called "District," collectively referred to as the "Parties."

WHEREAS, the Parties entered into Agreement No. A2021-185 on September 14, 2021;

WHEREAS, on September 27, 2022, the Parties by Amendment No. 1 to Agreement No. A2021-185 amended Section 1 and Section 2 to add a third School Resource Officer (SRO) and modified the funding conditions such that the District agreed to pay one-half the cost of two SROs plus the entire cost of the third SRO for the 2022-2023 school year; and

WHEREAS, the Parties desire to amend the Agreement to add SRO Program services for the 2023-24 school year and to reflect the current costs of same.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Agreement is amended to read as follows:

"Services of the School Resource Officers:

The CITY shall be responsible for the day-to-day administration of the School Resource Officer Program. CITY agrees to make available sufficient information concerning the administration of the program and shall be the employer of the School Resource Officer, through its contractual arrangement for policing services with the County of San Bernardino's Sheriff's Department, for all purposes. There will be three Officers. One Officer will be assigned to Ayala High School campus and one to Chino Hills High School campus. The third Officer will be assigned to provide additional coverage as directed by DISTRICT Administration, Director of Risk Management, at Chino Hills elementary schools, junior high schools and high schools. Each Officer will be on campus in uniform during the school year and will be responsible for all law enforcement actions and liaison with school officials. His/her involvement will require meeting and coordinating with school officials and school district security as well as planning for special events and sports activities. This does not, however, preclude the Officers from taking police actions, as he/she may deem necessary.

The services of the three Officers will be provided between the dates of

August 7, 2023, through May 23, 2024, at schools located in the City of Chino Hills as mutually agreed upon by the DISTRICT and the CITY for approximately 120 hours per week. The actual work schedule will be contingent upon police officer contract guidelines and the time classes are taught during the school year."

2. Section 2 of the Agreement is amended to read as follows:

"Funding Conditions:

The DISTRICT agrees to pay one-half of the cost of the two Officers plus the entire cost of the third Officer for ten months, for an amount not to exceed \$772,060, excluding overtime. If the DISTRICT's State Grant funding decreases during the term of this agreement, both parties agree to meet and discuss funding impacts on the Chino Hills' School Resource Officer program. Any adjustments in cost will be set annually by amendments. All overtime will be authorized by the DISTRICT in concurrence with the CITY on a case-by-case basis and will be shared equally by both entities (50% each).

The CITY shall bill the DISTRICT for its share in monthly installments. Further, as long as the City of Chino Hills contracts with the San Bernardino County Sheriffs Department for law enforcement services, the cost of the School Resource Officers may be adjusted at any time due to any salary or fringe benefit increases, which may be granted by the Board of Supervisors to the Sheriffs employees.

Should an officer not be provided to either school, DISTRICT shall be entitled to a credit on the next billing equal to its share of the daily cost for each officer not provided. The credit due for each officer will be calculated by dividing the DISTRICT'S annual cost of one officer by the number of days in the school year and then multiplying that result by the number of days the officer was not available."

3. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Amendment utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.
4. Except as modified by this Amendment No. 2 and the previous Amendment No. 1, all other terms and conditions of the Agreement remain the same.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of August 7, 2023.

CITY OF CHINO HILLS

**CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

Peter J. Rogers

Kathy Casino
(Signature)

ATTEST:

Kathy Casino

(Typed/Printed Name)

Purchasing Director

(Title)

Cheryl Balz
City Clerk

August 21, 2023

(Date)

(Date)

(Signature)

APPROVED AS TO FORM

(Typed/Printed Name)

Mark D. Hensley
City Attorney

(Title)

(Date)

**SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF CHINO HILLS
FY 2023-24**

3 - SCHOOL RESOURCE OFFICERS

		FY 2023-24
<u>LEVEL OF SERVICE</u>		<u>COST</u>
0.10 - Lieutenant		39,717 ¹
0.43 - Sergeant		145,223 ¹
3.00 - School Resource Officer		710,415 ¹
0.60 - Office Specialist		48,556 ¹
0.07 - Motor Pool Services Assistant		6,384 ¹
3.00 - Marked Unit		57,945 ²
Dispatch Services		55,946 ¹
3.00 - HTs (Amortization, Access & Maintenance)		4,191
3.00 - Taser Replacement (Amortized over 5-years)		1,008
Administrative Support		4,684
Office Automation		11,190
Vehicle Insurance		3,753
Personnel Liability & Bonding		69,079
Workers' Comp Experience Modification		-
County Administrative Cost		-
Cost for FY2023-24		\$ 1,158,092 ¹

The cost for Workers' Comp Exp Mod & County Administrative Cost are based on the city's specific amounts listed on their respective Schedule A. Those amounts are calculated on the total cost of all of the salaries and benefits included on the Schedule A.

No recommendation is being presented here as to how each city should calculate a School District's portion of those costs related to their SRO's.

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.

⁴ Services and Supplies will be billed to the City on a quarterly invoice.

Chino Valley Unified School District
2023-2024 STUDENT ATTENDANCE CALENDAR
 180 School Days – Traditional

JULY 2023

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023

S	M	T	W	Th	F	S
		●	●	X	○	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023

S	M	T	W	Th	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023

S	M	T	W	Th	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	△	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024

S	M	T	W	Th	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024

S	M	T	W	Th	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	○	25
26	27	28	29	30	31	

JUNE 2024

S	M	T	W	Th	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

IMPORTANT DATES

July 4	Independence Day	Jan 15	Martin Luther King Day	<div>  First Day of School  Legal Holiday  School Closed </div>
Aug 1-2	● New Teacher Workday	Feb 12	Lincoln's Birthday	
Aug 3	X K-6 Teacher Workday	Feb 19	Washington's Birthday	
Aug 4	○ All Teacher Workday	Mar 25-29	Spring Break	
Aug 7	First Day of School	April 1	School Closed	
Sept 4	Labor Day	May 23	Last Day of School	
Nov 10	Veterans' Day Observed	May 24	○ All Teacher Workday	
Nov 20-24	Thanksgiving Break	May 27	Memorial Day	
Dec 15	△ 7-12 Teacher Workday/TK-12 Non-School Day			
Dec 15-Jan 2	Christmas/Winter Break			



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO:9

SUBJECT: AMENDMENT NO. 2 TO AGREEMENT A2021-158 WITH LG2WB ENGINEERS, INC.

RECOMMENDATION:

1. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2023-24 INCREASING THE GENERAL FUND BY \$17,270 FOR THE GENERAL PLAN UPDATE VEHICLE MILES TRAVELED ANALYSIS.
2. Authorize the execution of Amendment No. 2 to Agreement No. A2021-158 with LG2WB Engineers, Inc., increasing the total not to exceed amount from \$47,800 to \$65,070.

BACKGROUND/ANALYSIS:

On August 11, 2021, Professional Services Agreement A2021-058 was entered into with LG2WB Engineers, Inc. in the amount of \$47,800 for a Vehicle Miles Traveled (VMT) analysis for the General Plan Update. The agreement was initially funded through the Local Early Action Planning (LEAP) grant. All the funds allocated from the grant have been utilized. Therefore, the additional scope of work will be covered by the General Fund. The contract amendment expands the scope of work from the original contract based on the updated project description for the General Plan update, which includes an updated VMT analysis based on the additional housing sites identified in the recently certified Housing Element. The additional sites require updated model runs for the baseline and cumulative conditions for the proposed General Plan update.

ENVIRONMENTAL (CEQA) REVIEW:

This action of authorizing the execution of the agreement is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and Section 15378 of the CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) and is therefore not subject to CEQA. This action will not result in any direct or indirect physical change in the environment, because it is only a preliminary action required to provide an impartial study of the transportation and traffic impacts of the proposed project.

FISCAL IMPACT:

The proposed budget amendment will increase the General Fund Community Development's Development Services expenditure budget by \$17,270 and decrease the projected ending fund balance by \$17,270.

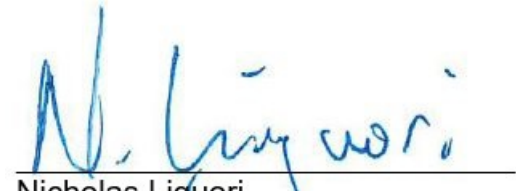
REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Nicholas Liguori
Community Development Director

Attachments Resolution
Budget Amendment 24B015
Agreement amendment

RESOLUTION NO. 2023R-__

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR
2023-24 INCREASING THE GENERAL FUND BY \$17,270
FOR THE GENERAL PLAN UPDATE VEHICLE MILES
TRAVELED ANALYSIS

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 13, 2023, to consider the Fiscal Year 2023-24 budget document, and adopted a budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget; and

WHEREAS, in order to update the City's General Plan to conform to the adopted Housing Element, additional vehicle miles traveled analysis must be conducted to complete the environmental analysis in accordance with the California Environmental Quality Act.

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

SECTION 1. Budget Amendment No. 24B015 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK



**CITY OF CHINO HILLS
BUDGET AMENDMENT
FISCAL YEAR 2023-24**

BA # 24B015

Description: LG2WB Engineers, Inc. Amendment No. 2 -

Date: 9/12/2023

Vehicle Miles Traveled (VMT) Analysis

Requested by: Maria Ingrassia

Total Expend: \$ 17,270.00

Dept/Div: Community Development | Development Svcs

Total Revenue: \$ -

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
1000-20-30-320-000000-610025-	Gen Fund - Development Professional Svcs	\$ -	\$ 17,270.00	\$ 17,270.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
				\$ -
				-
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To appropriate the General Fund to cover the cost of Amendment No. 2 to Agreement No. A2021-158 with LG2WB Engineers, Inc, adding the update of the Vehicle Miles Traveled (VMT) Analysis for the General Plan Update.

CITY OF CHINO HILLS

AMENDMENT NO. 2 TO AGREEMENT NO. A2021-158

THIS AMENDMENT NO. 2 ("Amendment") to Professional Services Agreement No. A2021-158 (the "Agreement") is entered into by and between the CITY OF CHINO HILLS, a municipal corporation and general law city, hereinafter called "City," and LG2WB ENGINEERS, INC., a CALIFORNIA corporation hereinafter called "Consultant," collectively referred to as the "Parties."

WHEREAS, the Parties entered into Professional Services Agreement No. A2021-158 on August 10, 2021; and

WHEREAS, on January 7, 2022, the Parties by Amendment No. 1 to Agreement No. A2021-158 added Exhibit C "State of California-Standard Agreement LEAP Terms and Conditions"; and

WHEREAS, the Parties desire to amend the Agreement to replace "Exhibit A – Scope of Services" in its entirety with a new "Exhibit A – Scope of Services" and "Exhibit B – Compensation" in its entirety with a new "Exhibit B – Compensation," and to increase the total not-to-exceed amount to \$65,070.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The second sentence of Section 5 is hereby amended to read: "Total compensation shall not exceed \$65,070."
2. Effective September 12, 2023, "Exhibit A – Scope of Services" shall be replaced in its entirety with the attached "Exhibit A – Scope of Services" and incorporated into the Agreement.
3. Effective September 12, 2023, "Exhibit B – Compensation" shall be replaced in its entirety with the attached "Exhibit B – Compensation" and incorporated into the Agreement.
4. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Amendment utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.
5. Except as modified by this Amendment 2, the previous Amendment No.1, all other terms and conditions of the Agreement remain the same.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year last written below.

CITY OF CHINO HILLS

LG2WB ENGINEERS, INC.

Peter J. Rogers

DocuSigned by:
Richard E. Barretto, P.E.
7785568C5BB74A0...
(Signature)

ATTEST:

Richard E. Barretto, P.E.
(Typed/Printed Name)

Cheryl Balz
City Clerk

Principal / Treasurer
(Title)
8/16/2023
(Date)

(Date)

APPROVED AS TO FORM

(Signature)
(Typed/Printed Name)

Mark D. Hensley
City Attorney

(Title)
(Date)

Exhibit A - Scope of Work

VMT Analysis

Task 1: Project Mobilization

- 1.1 Confirm the description of the proposed land use changes to be incorporated in the General Plan Update and promulgated as a result of the adoption of the 6th Cycle Housing Element for the City of Chino Hills (herein after referred to as Project). Confirm location and development totals associated with the City's allocation of 3,729 housing units by the state Department of Housing and Community Development (HCD) as part of the Regional Housing Needs Assessment process (RHNA). Confirm development assumptions and location of ten (10) sites that require site specific VMT analyses. Confirm work schedule and access assumptions to be utilized in the VMT analysis. Obtain an existing and proposed General Plan Land Use maps associated with the Project in both hard copy and digital formats.

Task 2: SB 743 VMT Guidelines Implementation Support

- 2.1 Coordinate with the project team/City staff to complete the Draft SB 743 Implementation Guidelines for the City of Chino Hills that was prepared in December 2020. The work effort for this task may include additional VMT modeling by Traffic Analysis Zone (TAZ) and/or more extensive research on what other jurisdictions are preparing or have adopted in order to assess its applicability to the City's guidelines, and refinement of the draft December 2020 guidelines to reflect applicable approached, if desire by the City, and close coordination with City staff on completing the necessary revisions to finalize and adopt the SB 743 Implementation Guidelines for the City of Chino Hills

Task 3: Vehicle Miles Traveled (VMT) Analysis

- 3.1 Coordinate with Project team and City Staff to confirm the study area and assumptions that can affect the analyses and confirm VMT requirements and thresholds as adopted by the City of Chino Hills. Use the San Bernardino Traffic Analysis Model (SBTAM), convert proposed Project development totals into Socio Economic Data (SED), code the appropriate land uses and network assumptions into the baseline and cumulative Traffic Analysis Zone(s) (TAZs).
- 3.2 The SED for all the TAZs in the City will be updated for the proposed General Plan buildout, which would reflect the City's RHNA total of 3,729 DU. This SED update will also include approximately ten (10) high density residential development sites that will be identified as RHNA high density (or "lower income") sites through the Housing Element Update.

- 3.3 Prepare and conduct full model runs for the scenarios listed below via the use of SBTAM. The land uses in the TAZs will be changed to reflect the proposed land uses. The analysis scenarios associated with the model update and runs are listed below:
- Baseline Conditions for Current Conditions
 - Baseline Conditions With Updates
 - Cumulative Conditions for Current General Plan
 - Cumulative Conditions for Proposed General Plan
- 3.4 LLG will evaluate the scenarios noted above for the Baseline and Cumulative conditions, and will summarize the following types of VMT:
- a) Project generated VMT per capita (VMT/Cap), VMT per employee (VMT/Emp) and/or VMT per service population (VMT/SP) and comparing it to the appropriate benchmark noted in the City's Guidelines.
 - b) Project effect on VMT; comparing how the Project changes VMT on the network looking at Citywide VMT.
- 3.5 Calculate the Baseline and Cumulative City average VMT per capita (VMT/Cap), VMT per employee (VMT/Emp), VMT per service population (VMT/SP) and/or Citywide VMT.
- For approximately ten (10) high density residential development sites, the VMT/Cap will identified/calculated and assessed independently to determine the VMT impact,
- 3.6 If necessary, recommend appropriate mitigation measures to reduce the impact, inclusive of those that may be required for approximately ten (10) high density residential development sites . LLG will consider the mitigation measures listed in *Technical Advisory on Evaluating Transportation Impacts in CEQA*, *Updating Transportation Impact Analysis in the CEQA Guidelines: Preliminary Discussion Draft of Updates to the CEQA Guidelines Impalement Senate Bill 743* and/or several other innovative mitigation measures.
- 3.7 Utilize CAPCOA's *Quantifying Greenhouse Gas Mitigation Measures: A Resources for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures* and other sources to quantify effects of the mitigation.

Task 4: VMT (SB 743) Analysis Memorandum

- 4.1 Prepare a draft VMT Analysis Technical Memorandum, which details all the above-mentioned items, our findings and conclusions. The draft technical memorandum will be suitably documented with appropriate text, tabular, graphic, and/or appendix materials. The draft technical memorandum will be submitted for your review and review by appropriate members of the Project team and City staff.
- 4.2 If necessary, update the draft VMT Analysis Technical Memorandum based on Project team and City staff comments (incorporating reasonable comments which are within the approved scope of work and that do not require additional model updates and runs), and submit a final VMT Analysis Technical Memorandum to the City of Chino Hills.

Task 5.: Project Coordination

- 5.1 It is envisioned that the project team coordination will be handled via conference calls, emails, and/or video conferencing. This task includes up to ten (10) hours of participation.

Task 6: Attendance at Meetings

- 6.1 Per the City's RFP, this proposal includes preparation for and participated by LLG at up to two (2) project team and/or City meetings) This proposal allocates three (3) hours by the Principal Engineer at each of these meetings.
- 6.2 Per discussions with City staff, this work task w includes preparation for and participation by LLG at up to two (2) public hearings at the City of Chino Hills with the Planning Commission and City Council. This proposal allocates five (5) hours by the Project Manager at each of these public meetings.

Task 7: Revisions to VMT Analysis Report dated November 7, 2022

- 7.1 Coordinate with City staff and verify the Project description, as provided on May 16, 2023, inclusive of location and development potential of two (2) "Above Moderate Income RHNA Sites" (i.e. Canyon Estates and Los Serranos Golf Course), to be included evaluated in the TIA. Confirm development assumptions of the Shoppes II (744 DU or 721 DU) and Western Hills Golf Course (166 DU or 187 DU)HCD). Re-confirm scope of work. Confirm access assumptions and obtain proposed development site plans for the Western Hills Golf Course and Los Serranos Golf Course that will included in the revised VMT analysis. Obtain updated proposed General Plan Land Use maps associated with the Project in both hard copy and digital formats.

- 7.2 With change in project description, prepare and conduct full updated model runs for the scenarios listed below via the use of SBTAM. The land uses in the TAZs will be changed to reflect the revised project description/proposed land uses. The analysis scenarios associated with the model update and runs are listed below:
- Baseline Conditions With Update Project Description
 - Cumulative Conditions for Proposed General Plan Updated Project Description
- 7.3 LLG will evaluate the scenarios noted above for the Baseline and Cumulative conditions with Project, and will summarize the following types of VMT:
- a) Project generated VMT per capita (VMT/Cap) and/or VMT per employee (VMT/Emp) and comparing it to the appropriate benchmark noted in the City's *VMT Guidelines Implementation Policy, adopted on 4/26/2022*,
 - b) Project effect on VMT; comparing how the Project changes VMT on the network looking at Citywide VMT.
- 7.4 Calculate the Baseline and Cumulative City average VMT per capita (VMT/Cap), VMT per employee (VMT/Emp), VMT per service population (VMT/SP) and/or Citywide VMT without and with the Project.
- For approximately study sites, inclusive of the two (2) additional sites, the VMT/Cap will identified/calculated and assessed independently to determine the VMT impact.
- 7.5 If necessary, recommend appropriate mitigation measures to reduce the impact, inclusive of those that may be required for the study sites. Utilize CAPCOA's *Quantifying Greenhouse Gas Mitigation Measures: A Resources for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures* and other sources to quantify effects of the mitigation.
- 7.6 Revise the VMT analysis dated November 7 2022, that details all of the above-mentioned items, our analysis, findings and conclusions. The revised report will be suitably documented with updates to all tabular, graphic and appendix materials. The updated VMT analysis study, which will also address the minor comments provided by City staff on December 7, 2022 (Michael Hofflinger and Joann Lombardo), will be submitted for your review and review by City staff.

- 7.7 If necessary, revise the updated report based on project team and/or City comments and submit a final VMT analysis for approval. The final analysis will be suitably documented with all tabular, graphic and appendix materials.

Task 8: Project Coordination

- 8.1 This proposal allocates two (2) hours of preparation and participation by both the Principal Engineer and Project Manager at up to two, (1) one-hour virtual conference calls.

SCHEDULING

We estimate that our draft screencheck VMT analysis memorandum will be available for 1st review by City staff within six to eight weeks after receiving a written authorization to proceed, confirmation of the Project description (i.e., Housing Element revisions, plus identified of 10 high density residential sites).

Upon receipt of the City's 1st review comments, LLG will strive to make the revisions and return the revised draft report for final review within two (2) weeks of receipt of comments. LLG will strive to revise and return the final VMT analysis within one (1) week of receipt of the City's 2nd (final) review comments.

Exhibit B - Compensation

Original Contract Amount:	\$ 47,800.00
Amendment No. 1:	
▪ Task 1: VMT Analysis	\$14,500.00
▪ Task 2: Project Coordination	\$ 1,200.00
<i>Subtotal – Amendment No. 1 Budget</i>	<i>\$15,700.00</i>
<i>10% Contingency Budget</i>	<i><u>\$ 1,570.00</u></i>
<i>Total Augment Request</i>	<i>\$ 17,270.00</i>
TOTAL NOT TO EXCEED AMOUNT:	\$ 65,070.00



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 10

SUBJECT: AMENDMENT NO. 1 TO AGREEMENT A2022-058 WITH LG2WB ENGINEERS, INC.

RECOMMENDATION:

1. Adopt a Resolution entitled A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2023-24 INCREASING THE GENERAL FUND BUDGET BY \$23,760 FOR THE GENERAL PLAN UPDATE TRAFFIC IMPACT ANALYSIS
2. Authorize the execution of Amendment No. 1 to Agreement No. A2022-058 with LG2WB Engineers, Inc., increasing the total not to exceed amount from \$65,862.50 to \$89,622.50

BACKGROUND/ANALYSIS:

On March 9, 2022, Professional Services Agreement A2022-058 was entered into with LG2WB Engineers, Inc. in the amount of \$65,862.50 for traffic impact analysis for the General Plan update. The contract amendment expands the scope of work from the original contract based on the updated project description for the General Plan update. The scope of work includes two additional intersections analysis, additional housing sites as committed in the recently certified Housing Element, and other required transportation analysis as determined in the Circulation Element and General Plan update.

ENVIRONMENTAL (CEQA) REVIEW:

This action of authorizing the execution of the agreement is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and Section 15378 of the CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) and is therefore not subject to CEQA. This action will not result in any direct or indirect physical change in the environment, because it is only a preliminary action required to provide an impartial study of the transportation and traffic impacts of the proposed project.

FISCAL IMPACT:

The proposed budget amendment will increase the General Fund Community Development's Development Services expenditure budget by \$23,760 and decrease the projected ending fund balance by \$23,760.

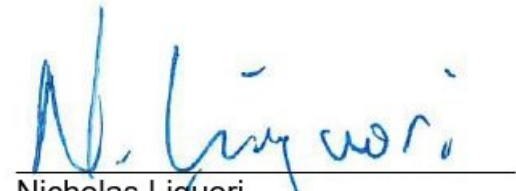
REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Nicholas Liguori
Community Development Director

Attachments Resolution
Budget Amendment 24B016
Agreement amendment

RESOLUTION NO. 2023R-__

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR
2023-24 INCREASING THE GENERAL FUND BUDGET BY
\$23,760 FOR THE GENERAL PLAN UPDATE TRAFFIC
IMPACT ANALYSIS

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 13, 2023, to consider the Fiscal Year 2023-24 budget document, and adopted a budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget; and

WHEREAS, in order to update the City's General Plan to conform to the adopted Housing Element, additional traffic analysis must be conducted to complete the environmental analysis in accordance with the California Environmental Quality Act.

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

SECTION 1. Budget Amendment No. 24B016 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK



**CITY OF CHINO HILLS
BUDGET AMENDMENT
FISCAL YEAR 2023-24**

BA # 24B016

Description: LG2WB Engineers, Inc. Amendment No. 1 -

Date: 9/12/2023

Traffic Impact Analysis (TIA)

Requested by: Maria Ingrassia

Total Expend: \$ 23,760.00

Dept/Div: Community Development | Development Svcs

Total Revenue: \$ -

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
1000-20-30-320-000000-610025-	Gen Fund - Development Professional Svcs	\$ -	\$ 23,760.00	\$ 23,760.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
				\$ -
				-
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To appropriate the General Fund to cover the cost of Amendment No. 1 to Agreement No. A2022-058 with LG2WB Engineers, Inc, expanding the Traffic Impact Analysis (TIA) for the General Plan Update.

CITY OF CHINO HILLS

AMENDMENT NO. 1 TO AGREEMENT NO. A2022-058

THIS AMENDMENT NO. 1 ("Amendment") to Professional Services Agreement No. A2022-058 (the "Agreement") is entered into by and between the CITY OF CHINO HILLS, a municipal corporation and general law city, hereinafter called "City," and LG2WB ENGINEERS, INC., a California corporation hereinafter called "Consultant," collectively referred to as the "Parties."

WHEREAS, the Parties entered into Professional Services Agreement No. A2022-058 on March 9, 2022; and

WHEREAS, the Parties desire to amend the Agreement to replace "Exhibit A – Scope of Services" in its entirety with a new "Exhibit A – Scope of Services" and "Exhibit B – Compensation" in its entirety with a new "Exhibit B – Compensation," and to increase the total not-to-exceed amount to \$89,622.50.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The second sentence of Section 5 is hereby amended to read: "Total compensation shall not exceed \$89,622.50."
2. Effective September 12, 2023, "Exhibit A – Scope of Services" shall be replaced in its entirety with the attached "Exhibit A – Scope of Services" and incorporated into the Agreement.
3. Effective September 12, 2023, "Exhibit B – Compensation" shall be replaced in its entirety with the attached "Exhibit B – Compensation" and incorporated into the Agreement.
4. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Amendment utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year last written below.

CITY OF CHINO HILLS

LG2WB ENGINEERS, INC.

DocuSigned by:
Richard E. Barretto, P.E.
7785568C5BB74A0...

Peter J. Rogers

(Signature)

ATTEST:

Richard E. Barretto, P.E.

(Typed/Printed Name)

Principal /Treasurer

(Title)

8/16/2023

(Date)

Cheryl Balz
City Clerk

(Date)

APPROVED AS TO FORM

(Signature)

(Typed/Printed Name)

Mark D. Hensley
City Attorney

(Title)

(Date)

Exhibit A - Scope of Services

Traffic Impact (LOS) Analysis

Task 1: Project Mobilization

- 1.1 Confirm the description of the proposed land use changes to be incorporated in the General Plan Update and promulgated as a result of the adoption of the 6th Cycle Housing Element for the City of Chino Hills (herein after referred to as Project). Confirm location and development totals associated with the City's allocation of 3,729 housing units by the state Department of Housing and Community Development (HCD) as part of the Regional Housing Needs Assessment process (RHNA). Confirm development assumptions and location of ten (10) sites to be assessed in the TIA. Confirm work schedule and access assumptions to be utilized in the traffic impact analysis. Obtain an existing and proposed General Plan Land Use maps associated with the Project in both hard copy and digital formats.
- 1.2 Contact City of Chino Hills staff to discuss the proposed Project and analysis criteria, confirm our study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study, inclusive of the ten (10) study intersections, trip generation assumptions, the traffic analysis scenarios and need for both a near-term and long-term evaluation.
- 1.3 In consultation with City staff, prepare a scope of work agreement detailing the study area, assumptions and overall traffic study requirements, and submit to City staff for review and approval.

Task 2: Data Collection and Research

- 2.1 Visit the Project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project. Document existing transit routes/bus stops, bikeway facilities and/or pedestrian facilities/sidewalks within the vicinity of the 10 study intersections.
- 2.2 In conjunction with Task 2.1, confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features for key intersections and other key roadway segments. Per the direction of City staff, the study intersections consist of the following ten (10):

1. Grand Ave/Boys Republic
2. Peyton Dr/Eucalyptus Ave
3. Peyton Dr/Chino Hills Pkwy
4. Pipeline Ave/Woodview Rd
5. Pipeline Ave/Soquel Canyon Pkwy
6. Butterfield Ranch Rd/Soquel Canyon Pkwy
7. Pomona Rincon Rd/Soquel Canyon Pkwy
8. Peyton Dr/Woodview Rd
9. Chino Hills Pkwy/Carbon Canyon Rd
10. Peyton Dr/Chino Ave

- 2.3 Research data at the City of Chino Hills, adjacent jurisdictions and recent traffic impact studies prepared for developments in the project vicinity that may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by City staff.
- 2.4 Based on current conditions, due to COVID-19, the ability to collect traffic counts to establish baseline conditions may not be possible. As such, to establish existing “baseline” traffic conditions, pre-COVID-19, LLG will research historical data at the ten (10) study intersections, and conduct supplemental weekday peak period traffic counts that will then be factored up to reflect pre-COVID-19 conditions.
- 2.5 Conduct weekday AM peak period and PM peak period traffic volume counts, with truck classifications, at up to ten (10) study intersections. The traffic counts will be conducted between the hours of 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM. This traffic volume data will be utilized in the traffic impact analysis for the project. LLG proposes to establish pre-COVID-19 2021 traffic conditions by factoring the historical data by 1%-2% per year per the direction of the City based on comparison with current traffic counts.
- 2.6 Conduct 24-hour machine traffic counts at up to ten (10) key roadway segments, with truck classifications to support the Greenhouse Gas, Air Quality and Noise analyses. The ADT data will be included in the traffic study. LLG proposes to establish pre-COVID-19 2021 traffic conditions by factoring the historical data by 1%-2% per year per the direction of the City based on comparison with current traffic counts.

Task 3: Trip Generation, Distribution, and Assignment

- 3.1 Prepare trip generation forecasts for the proposed Project, inclusive of the ten (10) sites for which a site specific analysis would be prepared, for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak

hours. The trip generation forecasts will be derived from trip rates listed in *Trip Generation*, 11th Edition, published by the Institute of Transportation Engineers (ITE). Appropriate trip generation credits will also be applied for the existing land uses on site, if applicable.

- 3.2 Assign the forecasted AM and PM peak hour trips expected to be generated by the proposed Project to the ten (10) study intersections based on existing and anticipated traffic patterns to and from the Project site(s), and input from City staff, or a select zone assignment plot. The assumed distribution pattern will be submitted for review and approval by City staff prior to finalization.
- 3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours utilizing the ITE *Trip Generation* publication. The AM and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system with a focus to the ten (10) study intersections.
- 3.4 Develop “existing plus project” and “existing plus cumulative plus project” peak hour and daily traffic volume projections for up to 10 intersections and 10 roadway segments based on the application of an annual growth factor to the existing traffic volumes, and/or adding traffic from cumulative projects in the study area.

Task 4: Formulation of Future Traffic Volumes

- 4.1 Utilize SBTAM to prepare model runs for baseline conditions and buildout conditions for the Daily, AM and PM peak periods.
- 4.2 Project future traffic volumes using the following methodology:
 - a. Peak period traffic volumes will be converted to peak hour (i.e., one-hour) traffic volumes using a conversion factor of 0.38 for the AM peak hour and 0.28 for the PM peak hour;
 - b. Determine the projected rate of growth; and
 - c. Based on this determination, the growth rate will be applied to the existing Daily, AM and PM peak hour traffic volumes in order to formulate the interim phases and long-term buildout pre-Project traffic volumes, with cumulative project traffic may be added as well.
- 4.3 Buildout traffic volume forecasts will also be determined through utilization of the SBTAM output via the following methodology:

- a. Calculate the difference between the baseline and the Year 2040 buildout peak period traffic volumes and convert to AM and PM peak hour (i.e., one-hour) link traffic volumes;
- b. Link traffic volumes (i.e., two-way directional traffic volumes on each roadway segment) will be post-processed using the County/City approved “b-turns” program and the relationship of the base year validation model run output to the base year "ground" traffic counts.

The link traffic volumes will be post-processed to determine daily, AM peak hour and PM peak hour Year 2040 build-out traffic volumes without Project traffic for up to 10 intersections and 10 roadway segments.

Task 5: Project Evaluation and Circulation improvements Measures

- 5.1 Prepare AM and PM peak hour Level of Service calculations at up to ten (10) study intersections, plus the project driveways, for existing conditions and future near-term and long-term (General Plan Buildout) traffic conditions without and with the Project to determine the potential traffic impacts of the proposed project. Subject to confirmation with City staff, Level of Service calculations will be prepared for the following conditions:

- (a) Existing traffic;
- (b) Existing plus Project;
- (c) Traffic in (b) plus circulation improvements, if required;
- (d) Existing traffic plus ambient growth to the year the project will be completed;
- (e) Traffic in (d) plus approved (related) projects in the study area;
- (f) Traffic in (e) plus proposed project traffic;
- (g) Traffic in (f) plus circulation improvements, if required;
- (h) Long-term (General Plan) Buildout cumulative traffic conditions;
- (i) Traffic in (h) plus proposed Project traffic;
- (j) Traffic in (i) plus circulation improvements, if required.

Utilize the City of Chino Hills approved capacity analysis methodology (i.e., current HCM methodology) for the determination of the intersection Levels of Service for the traffic impact scenarios identified above.

Any unsignalized intersections or project driveways will be analyzed using the methodology contained in the most current *Highway Capacity Manual*.

- 5.2 Based on the assessment completed as part of Task 4.1, determine which locations will require improvements to offset the potential traffic volume needs associated with the proposed Project to ensure the City’s LOS standards are maintained/achieved.

- 5.3 Provide recommended circulation improvement measures which may include intersection and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, sight line characteristics, left-turn provisions, right-turn only in/out restrictions, median configurations, and control measures.
- 5.4 Per City criteria, calculate the Project's fair-share percentages and dollar amount to determine the project's responsibility for constructing and/or financing all necessary circulation improvements.
- 5.5 Design and prepare up to three (3) conceptual improvement plans that illustrates potential recommended circulation improvements to achieve and/or maintain acceptable service levels or off-set impact of the Project. Please note that this proposal also assumes the recommended circulation improvements can be adequately described within the text of the report. Further, based on prior request, the preparation of concept plans have been requested to further demonstrate the feasibility of the circulation improvements.

Should the City request preparation of plans beyond a total of three (3) conceptual improvement, an amendment to our contract will be necessary.

Task 6: Preparation of the Traffic Impact Study

- 6.1 Prepare a draft traffic impact study in report format, consistent with the *Traffic Impact Study Guidelines for Development Projects in the City of Chino Hills* that details all of the above-mentioned items, our analysis, findings and conclusions. The draft report will be suitably documented with tabular, graphic and appendix materials. The draft traffic study will be submitted for your review and review by appropriate members of the project team, as well as City staff.
- 6.2 If necessary, revise the draft report based on project team and City comments and submit a final traffic report for inclusion into the project's Draft Environmental Impact Report (DEIR) or Initial Study/Mitigated Negative Declaration (IS/MND). The final traffic report will be suitably documented with all tabular, graphic and appendix materials.

Task 7: Project Coordination

- 7.1 It is envisioned that the project team coordination will be handled via conference/virtual calls, emails, and/or fax transmittals. This proposal allocates four (4) hours of preparation and participation by both the Principal Engineer and Project Manager at up to four (1) one-hour virtual conference calls. For project team meeting support, see Task 7.

Task 8: Attendance at Meetings

- 8.1 Per the City's RFP, this proposal includes preparation for and participated by LLG at up to two (2) project team and/or City meetings). This proposal allocates three (3) hours by both the Principal Engineer and Project Manager at each of these meetings.
- 8.2 Per the City's RFP, this proposal includes preparation for and participation by LLG at one (1) community meeting and two (2) public hearings at the City of Chino Hills with the Planning Commission. This proposal allocates five (5) hours by both the Principal Engineer and Project Manager at each of these public meetings.

Task 9: Revisions to Traffic Study Report dated November 30, 2022

- 9.1 Coordinate with City staff and verify the Project description, as provided on May 16, 2023, inclusive of location and development potential of two (2) "Above Moderate Income RHNA Sites" (i.e. Canyon Estates and Los Serranos Golf Course), to be included evaluated in the TIA. Confirm development assumptions of the Shoppes II (744 DU or 721 DU) and Western Hills Golf Course (166 DU or 187 DU)HCD). Re-confirm scope of work. Confirm access assumptions and obtain proposed development site plans for the Western Hills Golf Course and Los Serranos Golf Course that will included in the traffic impact analysis. Obtain updated proposed General Plan Land Use maps associated with the Project in both hard copy and digital formats.
- 9.2 In consultation with City staff, prepare an updated scope of work agreement detailing the study area, assumptions and overall traffic study requirements, and submit to City staff for review and approval.
- 9.3 Conduct weekday AM peak period and PM peak period traffic volume counts, with truck classifications, at two (2) additional study intersections listed below. The traffic counts will be conducted between the hours of 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM. This traffic volume data, which was collected in May 2023 as directed, will be utilized in the updated traffic impact analysis for the project.
 - Fairway Drive/Ginseng Lane at Carbon Canyon Road
 - Canyon Hills Road at Carbon Canyon Road
- 9.4 With change in project description, prepare trip generation forecasts for the two (2) additional study sites for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The trip generation forecasts will be estimated based on the application of trip rates included in *Trip Generation*, 11th Edition, published by the Institute of Transportation Engineers (ITE) in 2021.

- 9.5 Assign the forecasted AM and PM peak hour trips expected to be generated by the two (2) additional study sites to all key study intersections based on existing and anticipated traffic patterns to and from the site. Assign forecast traffic from current study sites to the two (2) additional study intersections, as necessary.
- 9.6 Update AM peak hour and PM peak hour Level of Service (LOS) calculations at the twelve (12) key study intersections for “existing plus project” and “existing plus cumulative plus project” and buildout plus project long-term conditions, both without and with the proposed project to determine the potential impacts of the proposed Project.
- 9.7 Review the proposed site plans for the proposed residential developments located Western Hills Golf Course and Los Serranos Golf Club, and provide recommendations regarding site access, if necessary.
- 9.8 Evaluate and comment on the proposed access and internal circulation scheme of the proposed residential developments located a Western Hills Golf Course and Los Serranos Golf Club project, with a focus on on-site circulation layout/design, ingress and egress safety opportunities/constraints, adequate sight distances at project driveways, pedestrian circulation, locations of proposed driveways with respect to existing (conflicting) driveways, striping configurations, and median modifications, if any. A vehicular turning assessment will be prepared using the appropriate design vehicles expected to be utilized by the Project.
- 9.9 Revise the traffic study dated November 30, 2022, that details all of the above-mentioned items, our analysis, findings and conclusions. The revised report will be suitably documented with updates to all tabular, graphic and appendix materials which will include expanded study intersections. The updated traffic study, which will also address comments provided by City staff on December 1, 2022 (Joe Dyer) and February 24, 2023 (Michael Hofflinger), will be submitted for your review and review by City staff.
- 9.10 If necessary, revise the updated report based on project team and/or City comments and submit a final traffic report for approval. The final traffic report will be suitably documented with all tabular, graphic and appendix materials.

Task 10: Project Coordination

- 10.1 This proposal allocates four (4) hours of preparation and participation by both the Principal Engineer and Project Manager at up to four (1) one-hour virtual conference calls.

Exhibit B - Compensation

FEE:

Original Contract Amount:	\$ 65,862.50
Amendment No. 1	
▪ Task 1: Report Revisions	\$19,600.00
▪ Task 2: Project Coordination	\$ 2,000.00
<i>Subtotal – Amendment No. 1</i>	<i>\$21,600.00</i>
<i>10% Contingency</i>	<i><u>\$ 2,160.00</u></i>
<i>Total</i>	<i>\$ 23,760.00</i>

Total Contract Not-To-Exceed \$89,622.50



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 11

SUBJECT: DONATION FROM THE CHINO HILLS COMMUNITY FOUNDATION FOR THE TORREY PINES PARK REHABILITATION PROJECT.

RECOMMENDATION:

1. Accept a donation from the Chino Hills Community Foundation in the amount of \$50,000 for the Torrey Pines Park Rehabilitation project.
2. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2023-24 INCREASING THE GENERAL FUND BUDGET BY \$50,000 FOR A CHINO HILLS COMMUNITY FOUNDATION DONATION FOR THE TORREY PINES PARK REHABILITATION PROJECT.
3. Find that the proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations § 15301 (h) as a Class 1 Categorical Exemption (Existing Facilities).

BACKGROUND/ANALYSIS:

The Torrey Pines Park Rehabilitation Project was approved as part of the 2017-18 Capital Improvements Budget. Since November 2017, staff have had discussions with both the Parks and Recreation Commission and City Council regarding the scope and budget of the project. At the April 2023, Parks and Recreation Commission meeting, the Commission approved the revised project scope to include a new playground, new roof for the existing gazebo, painting and new roof for the restroom building, security light pole, and rehabilitation of the existing parking lot. The architect's budget came in higher than the available budget. Therefore, staff submitted a donation request to the Chino Hills Community Foundation. At the July 17, Chino Hills Community Foundation meeting, the board approved a donation in the amount of \$50,000 to the City to supplement the cost of the new playground at Torrey Pines Park.

ENVIRONMENTAL (CEQA) REVIEW:

The proposed Torrey Pines Rehabilitation project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations § 15301 (h) as a Class 1 Categorical Exemption (Existing Facilities). The improvements involve the installation of a new playground, new roof for the existing gazebo, painting and new roof for the restroom building, security light pole, and rehabilitation of the existing parking lot and are not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water.

FISCAL IMPACT:

The total estimated cost for this project is as follows:

Item Description	Amount
Design	\$45,190
Construction	\$326,973
Project Management, Inspection and Testing	\$27,837
Total Estimated Project Cost	\$400,000

The current Capital Improvement Program has \$350,000 budgeted for the Torrey Pines Park Rehabilitation Project. The proposed budget amendment will increase the revenue and expenditure budget in the General Fund by \$50,000. There is a zero net effect on the fund balance with this item. The funding available for this project is as follows:

Project. No.	Funding Source	Amount
P18004	CFD 5	\$350,000
	Additional Appropriation Requested:	
	Chino Hills Community Foundation Donation	\$50,000
	Total Project Funding	\$400,000

REVIEWED BY OTHERS:

This item has been reviewed by the Public Works Director and Finance Director.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Jonathan Marshall
Community Services Director

Attachments Resolution
Exhibit No. 1 - BA# 24B011

RESOLUTION NO. 2023R-__

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR
2023-24 INCREASING THE GENERAL FUND BUDGET BY
\$50,000 FOR A CHINO HILLS COMMUNITY FOUNDATION
DONATION FOR THE TORREY PINES PARK
REHABILITATION PROJECT.

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 13, 2023, to consider the Fiscal Year 2023-24 budget document, and adopted a budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. Budget Amendment No. 24B011 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK



**CITY OF CHINO HILLS
BUDGET AMENDMENT
FISCAL YEAR 2023-24**

BA # 24B011

Description: Foundation donation for Torrey Pines Rehab

Date: 9/12/2023

Requested by: Alma Hernandez

Total Expend: \$ 50,000.00

Dept/Div: Community Services | CIP

Total Revenue: \$ 50,000.00

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
P18004-GENFUND	Gen Fund - Torrey Pines Park Rehab	\$ -	\$ 50,000.00	\$ 50,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
P18004-DONATION	Gen Fund - Torrey Pines Park Rehab	\$ -	\$ 50,000.00	\$ 50,000.00
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To budget for a donation from the Chino Hills Community Foundation for Torrey Pines Park Rehab project.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 12

SUBJECT: AGREEMENT WITH THE CITY OF CHINO FOR HUMAN SERVICES

RECOMMENDATION:

1. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2023-24 INCREASING THE COMMUNITY SERVICES FUND BUDGET BY \$7,523 FOR THE HUMAN SERVICES AGREEMENT WITH THE CITY OF CHINO.
2. Authorize the execution of an agreement with the City of Chino in the amount of \$192,522.48 to provide human services programs.

BACKGROUND/ANALYSIS:

The City of Chino Hills has provided a Human Services Program to its residents, consistently for the last 22 years, through a contract for services with the City of Chino. The Human Services Program provides individual and family counseling, which addresses substance abuse, delinquency, and other social and behavioral issues. The programs offered include:

- HOPE FAMILY RESOURCE CENTERS - This program assist students and families with Medi-Cal/CalFresh/CalWORKs applications, food, clothing, childcare/preschool information, counseling, parenting support, emergency housing, tutoring information, and more. There is also a HOPE counselor that provides counseling services to students.
- MCKINNEY-VENTO CASE MANAGEMENT AND COUNSELING PROGRAM - This program serves homeless students, unaccompanied youth, and families by ensuring school stability and providing support services for academic success. Students and families temporarily sharing housing due to economic hardship, the loss of their own housing, living in a motel, hotel, trailer park, emergency or transitional shelter, campground, or vehicle may be eligible for certain educational rights and services under the McKinney-Vento Homeless Assistance Act. Case managers are available to assist with resources and referrals for housing, emergency and transitional shelters, counseling, health services, food, clothing, school supplies, hygiene items, and more.
- AMERICAN RESCUE PLAN I & II - This program is funded by the The American Rescue Plan (ARP). It provides supplemental case management services to homeless students, unaccompanied youth, and families enrolled in the McKinney-Vento CARE. Case Managers assist with resources and referrals for housing, emergency and transitional shelters, counseling, health services, food, clothing, school supplies, hygiene items, and more.
- TEEN COUNSELING - This program provides short-term counseling services to middle and high school students to help deal with school, family, academic behavioral, peer adjustment issues, such as bullying and other social issues.
- YOUTH COUNSELING - This program provides assistance to elementary school-aged

children who are in need of guidance with behavioral issues, self-esteem, bullying, and other social issues.

- **TOBACCO USE PREVENTION EDUCATION PROGRAM (TUPE)** - This program consists of four prevention/cessation/ intervention programs:
 - You & Me, Together Vape Free is a sixth grade, six-lesson prevention curriculum that provides activities, online quiz games, and worksheets in addition to presentations, resources, and other materials aimed at addressing key factors associated with youth e-cigarette use.
 - Project Alert is a seventh grade, seven-lesson curriculum that motivates students against drug use, cultivates new non-use attitudes and beliefs, and equips teens with the skills and strategies they will use to resist drugs.
 - Not on Tobacco is a ten-week cessation program for high school students that takes a holistic approach using different interactive learning strategies that can then be applied and practiced in everyday life and encourages a voluntary change.
 - Smart Talk: Cannabis Prevention and Awareness is a five-lesson high school curriculum that takes a holistic approach and uses different interactive learning strategies based on Social Cognitive Theory of behavior change that can then be applied and practiced in everyday life and encourages voluntary change.

Human Services programs are offered to all schools within the Chino Valley Unified School District (CVUSD). Participating schools are the primary referral agents, and each individual school has the ability to choose whether they would like to offer the appropriate programs to their students. The City of Chino provides administrative supervision and oversight of the Human Services Program. Individual schools monitor the clinical staff associated with each program, and the overall effectiveness of the programs through client surveys. Chino Hills staff will continue to monitor the program through intake, contact statistics, and sample surveys, that are included in the semi-annual reports prepared and submitted by the City of Chino.

During fiscal year 2022-2023, 19,975 contacts were made with Chino Hills youth, which represents 38% of the total Human Services Program. This is an overall increase of 666 contacts compared to the prior year. The increase was in part due to the new case management services funded by the American Rescue Plan. The TUPE program saw a major increase of 684 participants compared to the prior year with the other programs seeing smaller increases/decreases. Case management services have continued to be offered in-person, via phone, email, and text for those who were unable to meet in person. Counseling services are provided either in-person or through Telehealth. Below are the units of service by program. Units of Service refers to the number of contacts/sessions that a counselor/intern, or facilitator, had with a client.

Program	Units of Service FY 21/22	Units of Service FY 22/23
HOPE Family Resource Center	1,574	1,247
McKinney-Vento CARE Program	971	952
Supplemental case management (ARP Funds)	N/A	390
Teen Counseling	2,210	2,143
Youth Counseling	1,423	1,542
CARE	158	44
TUPE	12,973	13,657
Total	19,309	19,975

The total program cost is reduced by any grant funding received to establish a net cost. Once the net program cost is calculated, the total projected contract cost for Chino Hills is

determined based upon an estimated 40% participation by Chino Hills schools. Although the projected contract costs are based upon an estimate, billing is based on actual participation. The 2023-2024 program's projected net costs is \$192,522.48.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:


The Adopted Fiscal Year 2023-24 Community Services operating budget included an appropriation of \$185,000 for the cost of the Human Services Agreement with the City of Chino. The proposed budget amendment will increase the expenditure budget in the Community Services Fund by \$7,523 to cover the projected total cost of the agreement in the amount of \$192,522.48. The General Fund supports the Community Services Fund through transfers based on actual revenues and expenditures throughout the year; therefore, the projected General Fund fund balance will be decreased by an additional \$7,523.

REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Jonathan Marshall
Community Services Director

Attachments Resolution
Exhibit No. 1 - BA# 24B012
Agreement

RESOLUTION NO. 2023R-__

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR
2023-24 INCREASING THE COMMUNITY SERVICES FUND
BUDGET BY \$7,523 FOR THE HUMAN SERVICES
AGREEMENT WITH THE CITY OF CHINO

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 13, 2023, to consider the Fiscal Year 2023-24 budget document, and adopted a budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. Budget Amendment No. 24B012 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th day of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 13th day of September 2023.

CHERYL BALZ, CITY CLERK



**CITY OF CHINO HILLS
BUDGET AMENDMENT
FISCAL YEAR 2023-24**

BA # 24B012

Description: City of Chino Human Services Agreement

Date: 9/12/2023

Requested by: Alma Hernandez

Total Expend: \$ 15,046.00

Dept/Div: Community Services | Admin

Total Revenue: \$ 7,523.00

EXPENDITURES

	GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
A	1300-30-40-400-000000-610015-	CS Fund - Contractual Services	\$ 185,000.00	\$ 7,523.00	\$ 192,523.00
					-
B	1000-00-90-900-000000-891300-	Gen Fund - Trnsf Out - 1300 Comm Svcs	6,531,359.00	7,523.00	6,538,882.00
					-
					-
					-
					-
					-
					-
					-
					-
					-

REVENUES

	GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
B	1300-00-90-900-000000-491000-	CS Fund - Trnsf In - 1000 General Fund	\$ 6,531,359.00	\$ 7,523.00	\$ 6,538,882.00
					-
					-
					-
					-
					-

REASON/JUSTIFICATION

- A - To increase budget to cover City of Chino Human Services contractual services in the Community Services Fund.
 B - To appropriate the increase of General Fund subsidy for Community Services Fund to cover the increase in cost.

CHINO HILLS CONTRACT NO.: _____

CHINO CONTRACT NO.: _____

APPROVED: _____

AGREEMENT
CITY OF CHINO AND CITY OF CHINO HILLS
HUMAN SERVICES PROGRAMS
FY 2023-2024

This agreement, entered into this 1st day of July 2023, by and between the City of Chino, a municipal corporation, herein referred to as “Chino” and the City of Chino Hills, a municipal corporation, herein referred to as “Chino Hills” includes the terms and conditions regarding the Human Services Programs provided to the Chino Valley Unified School District (District).

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

Whereas, services provided in the Human Services Program include individual and family counseling which address delinquency diversion, abuse, low mood, anxiety, family relations, and other social adjustment issues. Services are expected to be provided in-person at the school sites unless schools return to Distance Learning; in which case, services will be provided through telehealth.

I. HUMAN SERVICES PROGRAMS

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

A. HOPE FAMILY RESOURCE CENTERS

The HOPE Family Resource Centers are school-based service sites dedicated to preserving and strengthening local families in need of support. Five resource centers and four satellite sites, strategically located and accessible from all areas of the District, will house a bilingual Case Manager to work closely with school administration and District staff to identify students and families in need of assistance. Case Managers provide services for all schools located in the City of Chino Hills. The Case Manager can assist students and families with Medi-Cal/CalFresh/CalWORKs applications, food, clothing, childcare/preschool information, counseling, parenting support, emergency housing, tutoring information, and more. Case Management services will be provided in-person unless schools return to Distance Learning, in which services will be provided via telehealth and/or drive-through pick-up for all necessary emergency items like food, hygiene, and school supplies. In addition, a HOPE Counselor provides counseling services to students referred through the HOPE Family Resource Centers. Services will be provided at the students’ respective school sites, at the agency, or by telehealth, if

special circumstances require it. Counselor will also provide referrals for families that have special needs and need a higher level of service.

B. MCKINNEY-VENTO CASE MANAGEMENT AND COUNSELING PROGRAM

The McKinney-Vento Case Management program serves homeless students, unaccompanied youth, and families by ensuring school stability and providing support services for academic success. Students and families temporarily sharing housing due to economic hardship, the loss of their own housing, living in a motel, hotel, trailer park, emergency or transitional shelter, campground, or vehicle may be eligible to certain educational rights and services under the McKinney-Vento Homeless Assistance Act. Case Managers are available to assist with resources and referrals for housing, emergency and transitional shelters, counseling, health services, food, clothing, school supplies, hygiene items, and more. Case Managers will also monitor student's academic progress and attendance, and will provide additional supportive services as needed. In addition, a CARE Counselor provides counseling services to students and/or family referred through the Mc-Kinney Vento Children's Academic Recovery Education (CARE) program. Services will be provided at the students' respective school sites, at the agency, or by telehealth, if special circumstances require it. Counselor will also provide referrals for families that have special needs and need a higher level of service.

C. AMERICAN RESCUE PLAN I & II

The American Rescue Plan (ARP) I and II Case Management Programs provide supplemental case management services to homeless students, unaccompanied youth, and families enrolled in the McKinney-Vento CARE program by ensuring school stability and providing support services for academic success. Case Managers assist with resources and referrals for housing, emergency and transitional shelters, counseling, health services, food, clothing, school supplies, hygiene items, and more. In addition, Case Managers will monitor student's academic progress and attendance, and will provide additional supportive services as needed.

D. TEEN COUNSELING

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

E. YOUTH COUNSELING

The Youth Counseling program provides assistance to elementary school-aged children who are in need of guidance with behavioral issues, self-esteem, bullying, and other social issues. Administrator evaluations will be conducted at the end of each school year to gauge program success and to make program adjustments for the following year.

F. TOBACCO USE PREVENTION EDUCATION PROGRAM (TUPE)

The Tobacco Use Prevention Education Program (TUPE) consists of four prevention/cessation/intervention programs: You & Me, Together Vape Free (YMFV); Project Alert (PA); Not on Tobacco (NOT), and Smart Talk: Cannabis Prevention and Awareness (ST). You & Me, Together Vape Free is a 6th grade, six-lesson prevention curriculum that provides activities, online quiz games, and worksheets in addition to presentations, resources, and other materials aimed at addressing key factors associated with

youth e-cigarette use. Project ALERT is the 7th grade, seven-lesson curriculum that motivates students against drug use, cultivates new non-use attitudes and beliefs, and equips teens with the skills and strategies they will use to resist drugs. Not on Tobacco is a ten-week cessation program for high school students that takes a holistic approach using different interactive learning strategies that can then be applied and practiced in everyday life and encourages a voluntary change for youth. Smart Talk: Cannabis Prevention and Awareness is a five-lesson high school curriculum that takes a holistic approach and uses different interactive learning strategies based on Social Cognitive Theory of behavior change that can then be applied and practiced in everyday life and encourages voluntary change.

II. PROGRESS REPORTS

Participation reports outlining programming activity shall be forwarded to the City of Chino Hills semi-annually. The first report shall summarize program activity from July 1, through December 31, 2023, and the second shall provide information from January 1, through June 30, 2024. These reports shall be delivered to the City of Chino Hills within 30 days after the end of the reporting period. Each set of reports shall include:

- A. INFORMATIONAL ITEMS: Items such as curriculum changes and brochures.
- B. STATISTICS: Statistical data indicating units of services provided to the residents of Chino Hills.
- C. PROGRAM EVALUATIONS: A narrative will summarize, analyze, and constructively critique the programs. It will provide participant breakdowns by schools and the results of the pre- and post-tests (where applicable). Program summary will be completed with the second half report.

III. BILLINGS AND PAYMENTS

A. BILLINGS

Chino shall provide semi-annual billing statements to Chino Hills. These statements shall be included with the semi-annual progress report. Billing statements shall include cost recovery for program costs, and general overhead.

Program costs shall be billed at a rate based on the "actual" percentage of Chino Hills students served for each program. General overhead costs shall be billed at a rate of 22% of the Community Services, Parks & Recreation Department's overhead. The Community Services, Parks & Recreation Department's overhead shall include expenses charged and distributed to the Human Services Program budget.

Total payment shall not exceed \$192,522.48 unless this Agreement is amended. Attachments A and B, attached hereto and made a part hereof, reflect an estimated contract rate and total based on historical participation of 40%.

B. PAYMENTS

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

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

IV. FUNDING AND MID-YEAR ADJUSTMENTS

The services to be provided in this Agreement are conditional upon funding availability and may immediately terminate should the funding be eliminated. In the event of unpredicted changes (such as, funding decreases or increases), a mid-year adjustment to this agreement may be required. Necessary adjustments shall be discussed by both parties, mutually agreed upon, and formalized through an amendment to this Agreement.

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

V. TERM, RENEWAL, AND TERMINATION

A. TERM AND RENEWAL

This Agreement shall, unless sooner terminated as hereinafter provided, remain in force for a period of twelve months commencing July 1, 2023, and terminating on June 30, 2024. Not earlier than one hundred-twenty (120) days, and not later than sixty (60) days, prior to the end of the term hereof, the parties agree to meet and confer to negotiate continuing this Agreement for the next succeeding year and the terms thereof; provided that neither party shall be required to continue this agreement beyond the original term, that neither party shall be required to negotiate for more than (60) days and that neither party shall be prevented from exercising any rights retained under this Agreement solely because of such negotiations.

B. TERMINATION

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

VI. NOTICE

All notices under this Agreement shall be in writing and shall be delivered by courier service or by certified or registered mail, postage prepaid, return receipt requested, of the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To CHINO HILLS:

City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

To CHINO:

June Sano
City of Chino
13201 Central Avenue
Chino, CA 91710

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

VII. INDEMNITY/INSURANCE

Neither Chino nor any officer or employee of Chino shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Chino Hills under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino Hills under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Chino Hills shall fully indemnify, defend, and hold Chino harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Chino Hills under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino Hills under this Agreement.

Neither Chino Hills nor any officer or employee of Chino Hills shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Chino under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Chino shall fully indemnify, defend, and hold Chino Hills harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Chino under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino under this Agreement.

Each party shall comply with all federal, state, and local laws and ordinances applicable to such work and shall provide general liability insurance, \$1 million single limits or if self-insured, each party will provide proof of self-insurance to the other party.

VIII. GOVERNING LAW

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

IX. SEVERABILITY

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

X. ENTIRE AGREEMENT

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

XI. AMENDMENTS

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

XII. ATTORNEY'S FEES

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

XIII. COUNTERPARTS

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

(Signatures on next page)

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

CITY OF CHINO

CITY OF CHINO HILLS

APPROVED BY:

APPROVED BY:

Linda Reich, City Manager

Peter J. Rogers, Mayor

ATTEST:

ATTEST:

Natalie Gonzaga, City Clerk

Cheryl Balz, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Silvia Avalos, Director of Community Services,
Parks & Recreation

Mark D. Hensley, City Attorney

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

Attachments:

A – City of Chino Hills Salaries Worksheet - (FY 2023-24)

B – City of Chino Hills Programs Worksheet - (FY 2023-24)

ATTACHMENT A
CITY OF CHINO HILLS
SALARIES WORKSHEET
FY 2023-24

	Hope Family Resource Center	Teen Counseling	Youth Counseling	McKinney- Vento	ARP I/MV Case Mgmt	ARP II/MV Support Svcs	TUPE	TOTAL
Full Time Salaries								
Supervisor	35.0% \$ 26,804.40	0.0% \$ -	0.0% \$ -	10.0% \$ 7,658.40	5.0% \$ 3,829.20	5.0% \$ 3,829.20	5.0% \$ 4,432.80	60.0% \$ 46,554.00
Clinical Specialist	4.5% \$ 5,295.24	10.0% \$ 11,767.20	10.0% \$ 11,767.20	5.0% \$ 5,883.60	2.0% \$ 2,353.44	2.0% \$ 2,353.44	0.0% \$ -	33.5% \$ 39,420.12
Coordinator	100.0% \$ 71,200.00	25% \$ 17,154.00	25% \$ 17,154.00	15% \$ 10,292.40	0% \$ -	0% \$ -	20.0% \$ 13,723.20	185.0% \$ 129,523.60
Subtotal	\$ 103,299.64	\$ 28,921.20	\$ 28,921.20	\$ 23,834.40	\$ 6,182.64	\$ 6,182.64	\$ 18,156.00	\$ 215,497.72
Benefits (66%)	\$ 68,177.76	\$ 19,087.99	\$ 19,087.99	\$ 15,730.70	\$ 4,080.54	\$ 4,080.54	\$ 11,982.96	\$ 142,228.50
TOTAL	\$ 171,477.40	\$ 48,009.19	\$ 48,009.19	\$ 39,565.10	\$ 10,263.18	\$ 10,263.18	\$ 30,138.96	\$ 357,726.22

Part Time Salaries

Account Technician (20%)	\$ 1,717.04	\$ 1,717.04	\$ 1,717.04	\$ 1,717.04	\$ 1,717.04	\$ 1,717.04	\$ 1,717.04	\$ 12,019.28
Direct Program Staff	\$ 190,939.00	\$ 110,557.18	\$ 132,331.34	\$ 69,672.00	\$ 28,689.00	\$ 143,443.00	\$ 33,894.00	\$ 709,525.52
Subtotal	\$ 192,656.04	\$ 112,274.22	\$ 134,048.38	\$ 71,389.04	\$ 30,406.04	\$ 145,160.04	\$ 35,611.04	\$ 721,544.80
Benefit (22%)	\$ 42,384.33	\$ 24,700.33	\$ 29,490.64	\$ 15,705.59	\$ 6,689.33	\$ 31,935.21	\$ 7,834.43	\$ 158,739.86
TOTALS:	\$ 235,040.37	\$ 136,974.55	\$ 163,539.02	\$ 87,094.63	\$ 37,095.37	\$ 177,095.25	\$ 43,445.47	\$ 880,284.66

Central Services (22%)	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 2,324.28
Insurance Allocated (22%)	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 3,922.59
Building Allocated (22%)	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 28,530.25
Operations (100%)	\$ 16,355.00	\$ 800.00	\$ 2,806.50	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 21,961.50
Subtotal	\$ 21,323.16	\$ 5,768.16	\$ 7,774.66	\$ 4,968.16	\$ 4,968.16	\$ 4,968.16	\$ 6,968.17	\$ 56,738.62
TOTALS:	\$ 427,840.93	\$ 190,751.90	\$ 219,322.87	\$ 131,627.89	\$ 52,326.71	\$ 192,326.59	\$ 80,552.59	\$ 1,294,749.49

ATTACHMENT B

**CITY OF CHINO HILLS
PROGRAMS WORKSHEET
FY 2023-24**

	Hope Family Resource Center	Teen Counseling	Youth Counseling	McKinney- Vento	ARP I/MV Case Mgmt	ARP II/MV Support Srvcs	TUPE	Total
Full Time Salaries	\$ 103,299.64	\$ 28,921.20	\$ 28,921.20	\$ 23,834.40	\$ 6,182.64	\$ 6,182.64	\$ 18,156.00	\$ 215,497.72
Part Time Salaries	\$ 192,656.04	\$ 112,274.22	\$ 134,048.38	\$ 71,389.04	\$ 30,406.04	\$ 145,160.04	\$ 35,611.04	\$ 721,544.80
Benefits	\$ 110,562.09	\$ 43,788.32	\$ 48,578.64	\$ 31,436.29	\$ 10,769.87	\$ 36,015.75	\$ 19,817.39	\$ 300,968.35
Central Services	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 332.04	\$ 2,324.28
Insurance Allocated	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 560.37	\$ 3,922.59
Building Allocated	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 4,075.75	\$ 28,530.25
Operations	\$ 16,355.00	\$ 800.00	\$ 2,806.50	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 21,961.50
Sub Total Cost	\$ 427,840.93	\$ 190,751.90	\$ 219,322.87	\$ 131,627.89	\$ 52,326.71	\$ 192,326.59	\$ 80,552.59	\$ 1,294,749.49
Revenue	\$ 375,000.00	\$ 47,300.00	\$ 52,793.00	\$ 85,000.00	\$ 35,000.00	\$ 175,000.00	\$ 43,350.29	\$ 813,443.29
Total Net	\$ 52,840.93	\$ 143,451.90	\$ 166,529.87	\$ 46,627.89	\$ 17,326.71	\$ 17,326.59	\$ 37,202.30	\$ 481,306.20
Cost to Chino Hills Based on 40% Actuals	\$ 21,136.37	\$ 57,380.76	\$ 66,611.95	\$ 18,651.16	\$ 6,930.68	\$ 6,930.64	\$ 14,880.92	\$ 192,522.48



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 13

SUBJECT: MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS

RECOMMENDATION:

Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2024-25 THROUGH 2028-29.

BACKGROUND/ANALYSIS:

San Bernardino County voters approved the passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (Authority) to impose one-half of one percent of retail transactions and use tax. Revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans outlined in Ordinance No. 04-01 of the Authority.

The Measure I 2010-2040 Strategic Plan requires each local jurisdiction applying for revenue from the Valley Arterial Sub-Program to annually adopt a Five-Year Capital Project Needs Analysis (CPNA). The CPNA includes estimates of project costs by funding type, fiscal year, and phase for the five years following the beginning of the subsequent fiscal year. The CPNA serves to establish eligibility for reimbursement. In addition, the CPNA is used to analyze the cash flow needs and support the SBCTA annual budgeting process.

The City currently has two projects identified by the Measure I Nexus Study (updated in 2021) as eligible under the Valley Arterial Sub-Program; the Pine Avenue Extension project (Exhibit A) and the Soquel Canyon Parkway/ Peyton Drive Connection project (Exhibit B).

The City of Chino is the lead agency for the Pine Avenue Extension project. The City of Chino Hills has a financial interest in the construction portion of the project and has identified available Measure I Valley Arterial Sub-Program funds for this purpose.

The Soquel Canyon Parkway/Peyton Drive Connection project is in the programming phase and the project cost will be determined when the development project is approved.

Staff is asking the City Council to adopt the Measure I Five-Year CPNA and the corresponding resolution.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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)).

FISCAL IMPACT:

There is no impact on the General Fund with this item. The CPNA is consistent with the City's Long-Term Capital Improvement Program.


REVIEWED BY OTHERS:

This item has been reviewed by the Finance Director.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Resolution

Exhibit A - CPNA - Pine Avenue Extension Project

Exhibit B - CPNA - Soquel Canyon Parkway/ Peyton Drive Connection Project

RESOLUTION NO. 2023R-_____

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING THE MEASURE I FIVE-YEAR CAPITAL
PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2024-25
THROUGH 2028-29

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

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

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

SECTION 1. That the City Council hereby adopts the Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2024-25 through 2028-29, attached to this Resolution as Exhibits A and B.

SECTION 2. Direct the City Clerk to forward a certified copy of the Resolution with Exhibits A and B to SBCTA.

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th day of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK

Exhibit A - CPNA - Pine Avenue Extension Project

Nexus Project Cost		\$	4,201,000	Capital Project Needs Analysis City of Chino Hills Valley Arterial Sub-Program						
Dev. Loan?		No								
5-Year Advance?		No								
Public Share:		86.3%								
Dev. Share:		13.70%								
Project Information	Phase	Funding	PRIOR*	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FUTURE	
Widen Pine Ave from SR-71 to Chino Creek (north side only)	PA&ED									
	Total Cost:	\$0.00								
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Current Total Project Cost Estimate: \$4,201,000.00	PS&E									
	Total Cost:	\$0.00								
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Measure I Request: \$2,789,884.00 (Summation of Measure I)	ROW									
	Total Cost:	\$0.00								
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Comments:	CONST									
	Total Cost:	\$4,201,000.00								
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ 2,789,884.00	\$ -	\$ -	\$ -	\$ -	
	DEV FEE	\$ -	\$ -	\$ 1,411,116.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Exhibit B - CPNA - Soquel Canyon
Parkway/ Peyton Drive Connection Project

Nexus Project Cost \$ 16,000,000 Dev. Loan? No 5-Year Advance? No		City of Chino Hills Valley Arterial Sub-Program							
Public Share: 86.3% Dev. Share: 13.70%									
Project Information	Phase	Funding	PRIOR*	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FUTURE
Soquel Canyon Parkway/Peyton Dr Connection - Construct a 2-lane east-west corridor between the current western terminus of Soquel Canyon Pkwy to the south terminus of Peyton Dr at Woodview Rd Current Total Project Cost Estimate: \$16,000,000.00 Total Measure I Request: \$253,834.00 (Summation of Measure I) Comments:	PA&ED	Total Cost:	\$0.00						
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E	Total Cost:	\$1,920,000.00						
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ 253,834.00	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ 1,666,166.00	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ROW	Total Cost:	\$0.00						
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST	Total Cost:	\$14,080,000.00						
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ 1,021,034.00	\$ -	\$ -
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ 13,058,966.00	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 14

SUBJECT: AMENDMENT NO. 1 TO AGREEMENT NO. A2022-267 WITH RIVERS AND LANDS CONSERVANCY

RECOMMENDATION:

Authorize the execution of Amendment No. 1 to Agreement No. A2022-267 with Rivers and Lands Conservancy, increasing the total not-to-exceed amount from \$46,396 to \$53,185.

BACKGROUND/ANALYSIS:

On December 13, 2022, the City Council approved a Professional Services Agreement (Agreement) with Rivers and Lands Conservancy in a not-to-exceed amount of \$46,396 for long-term conservation easement management assessment services for the English Channel Habitat Mitigation project.

Due to the Phase I activities needed, Rivers and Lands Conservancy identified that additional staff time will be required to complete Phase I of the long-term management assessment. The total revised not-to-exceed amount for this Agreement is as follows:

Item Description	Amount
Original Agreement - Phase I	\$ 7,865
Original Agreement - Phase II	\$38,531
Original Agreement Amount - Phases I and II	\$46,396
Amendment No. 1 - Phase IA Additional Compensation	\$ 6,789
Revised Agreement Not-to-Exceed Amount	\$53,185

Approval of Amendment No. 1 for Agreement A2022-267 will allow the activities identified by Rivers and Lands Conservancy in Exhibit B for Phase IA to be completed, which includes modifications to the Long Term Management Plan (LTMP) for clarification of monitoring visits, roles, and responsibilities, to correspond to the Property Analysis Report (PAR) utilized to prepare the future endowment estimate.

ENVIRONMENTAL (CEQA) REVIEW:

This project is a necessary included element of the Peyton Drive Widening project. The Initial Study/Environmental Assessment (IS/EA) Mitigated Negative Declaration (MND) for the Peyton Drive Widening project was adopted by the City Council on October 23, 2007, and adequately addressed the effects of the project. No substantial changes have been made in the project, no substantial changes in the circumstances under which the project is being undertaken, and no new information of substantial importance to the project which was not known or could not have been known when the IS/EA MND was approved has become known. Therefore, no further environmental review is required.

FISCAL IMPACT:

The total estimated cost for this project, some of which has already been expended, is as follows:

Item Description	Amount
Natures Image Contract for Native Landscape and Maintenance Services	\$252,466.46
Helix Environmental Planning Contract for Environmental Monitoring and Permitting Services	\$68,524.34
RLC Contract for CE Management Assessment Services	\$53,185.00
Permits Compliance Requirements Estimate (includes Endowment estimate)	\$688,150.47
Administrative and Legal Fees	\$15,000.00
Total Estimate Project Cost	\$1,077,326.27

The current Capital Improvement Program has \$1,077,326.27 budgeted for the English Channel Habitat Mitigation project. There is no impact on the General Fund with this item. The funding available for this project is as follows:


Project No.	Funding Source	Amount
SD23002	Miscellaneous Grant Fund	\$1,077,326.27
	Grand Total Project Funding	\$1,077,326.27


REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Agreement

CITY OF CHINO HILLS

AMENDMENT NO. 1 TO AGREEMENT NO. A2022-267

THIS AMENDMENT NO. 1 ("Amendment") Professional Services Agreement No. A2022-267 (the "Agreement") is entered into by and between the CITY OF CHINO HILLS, a municipal corporation and general law city, hereinafter called "City," and RIVERS AND LANDS CONSERVANCY, a non-profit organization hereinafter called "Consultant or Contractor," collectively referred to as the "Parties."

WHEREAS, the Parties entered into Professional Services Agreement No. A2022-267 on December 13, 2022; and;

WHEREAS, the Parties desire to increase the total compensation under the Agreement and to amend Exhibit B "Compensation" to include Phase IA additional compensation.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The second sentence of Paragraph 5 is amended to read: "Total compensation shall not exceed \$53,185."
2. Exhibit B is hereby replaced in its entirety with the revised Exhibit B ("Compensation") attached hereto and incorporated herein by this reference.
3. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Amendment utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.
4. Except as modified by this Amendment 1, all other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of September 12, 2023, the day and year last written below.

CITY OF CHINO HILLS

Peter J. Rogers

ATTEST:

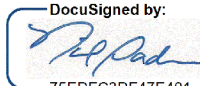
Cheryl Balz
City Clerk

(Date)

APPROVED AS TO FORM

Mark D. Hensley
City Attorney

RIVERS AND LANDS CONSERVANCY

DocuSigned by:

75EDFC3DF47E401...

(Signature)

Nicole Padron

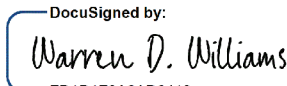
(Typed/Printed Name)

Co-Executive Director

(Title)

8/22/2023

(Date)

DocuSigned by:

FD1D1F0A6AD6419...

(Signature)

Warren D. Williams

(Typed/Printed Name)

President

(Title)

8/22/2023

(Date)

EXHIBIT B – COMPENSATION

The City will make a lump sum payment of \$7,865 to RLC within two weeks of the execution of this Agreement to complete all of the Phase I tasks. Phase I Budget Summary is as follows:

Phase I

Position	Board Approved Billing Rates for 2022	Site Visit, Field Notes	Review: Permits, LTMP, & Title Prepare: Eval Notes, Project Log, CrossWalk	LOI & PAR	LTA Due Diligence, Project Mgt, Budget	Hours	Totals
Executive Director	\$ 193	-	1.00	2.00	-	3.00	\$ 579
Mitigation Coordinator	\$ 138	8.00	16.00	16.00	2.00	42.00	\$ 5,796
Stewardship Manager	\$ 138	8.00	-	2.00	-	10.00	\$ 1,380
Office Manager	\$ 110	1.00	-	-	-	1.00	\$ 110
Phase I Total							\$ 7,865

The Phase IA - Additional Compensation will be billed.

Phase IA – Additional Compensation

Position	Board Approved Billing Rates for 2022	Site Visit, Field Notes	Review: Permits, LTMP, & Title Prepare: Eval Notes, Project Log, CrossWalk	LOI & PAR	LTA Due Diligence, Project Mgt, Budget	Hours	Totals
Executive Director	\$ 193		1	2.00		3.00	\$ 579
Mitigation Coordinator	\$ 138		24.00	20.00		44.00	\$ 6,072
Stewardship Manager	\$ 138		-0	1.00		1.00	\$ 138
Phase I Total							\$ 6,789

EXHIBIT B – COMPENSATION

To complete all of Phase II tasks, RCL will invoice the City monthly with billing statements that indicate the hours billed by each position at the rates set forth on Exhibit B-1 attached, and City shall pay such invoices pursuant to the Agreement, up to the not to exceed amount of \$38,531. Phase II Budget Summary is as follows:

Phase II

Position	Board Approved Billing Rates for 2022	CDFW Notice	Review: CE Prepare: Document Revisions Log	Project Changes, Update LOI & PAR	Agency Review, Meetings	LANDS Info Item and Recommendation	BOARD Resolution	Legal and Client Meetings	Staff Meetings, PM, Admin, Budget	Title Review Legal & Stewards	Baseline Survey & Report	Record Transfer to Stewardship	Hours	Total
Executive Director	\$ 193	-	-	2.00	2.00	1.00	1.00	4.00	4.00	2.00	2.00	2.00	20.00	\$ 3,860
Mitigation Coordinator	\$ 138	0.50	4.00	8.00	2.00	2.00	2.00	4.00	8.00	-	-	-	30.50	\$ 4,209
Stewardship Manager	\$ 138	-	-	-	-	-	-	-	-	8.00	8.00	2.00	18.00	\$ 2,484
Land Steward II	\$ 110	-	-	-	-	-	-	-	-	-	80.00	-	80.00	\$ 8,800
Consultant/Sub-Contractors														
Attorney	\$ 446		16.00		1.00			4.00	4.00	10.00		8.00	43.00	\$19,178
Phase II Total														\$38,531

Phase I Total	\$7,865
Phase IA Additonal Compensation Total	\$6,789
Phase II Total	<u>\$38,531</u>
Total Contract Amount Not-To-Exceed	\$53.185

Notwithstanding the above, during Phase I, RLC will provide billing statements to the City monthly that indicate the hours billed by each position at the applicable rates set forth on Exhibit B-1 attached. Based on the hours billed by position multiplied by applicable rate, RCL may determine that additional compensation in addition to the City's \$7,685 lump sum payment (as noted above) will be is required to complete all of the tasks that are included in Phase I. In such event, RLC shall notify City of its request for a Budget Augment. If approved by City

EXHIBIT B – COMPENSATION

Manager, the compensation for Phase I will be increased by the amount of such Budget Augment, and RCL will invoice the City monthly with billing statements that indicate the hours billed by each position at the rates set forth on Exhibit B-1 attached, and City shall pay such invoices pursuant to the Agreement, up to the Budget Augment agreed to. If City does not approve of such Budget Augment, RLC will only be required to complete those Phase I Tasks that may be completed with the remaining funding in the Phase I budget.

Similarly, during Phase II (should RLC elect to proceed with Phase II), RLC may determine that additional compensation is required due to the cost of the hours billed by position multiplied by the applicable rate exceeding the estimate for Phase II below, in which event RLC will submit a Budget Augment request to City. Should City disapprove of such request for Budget Augment, RLC may discontinue its work on Phase II, in which event RLC will reimburse City for any remaining funds (after paying all costs, including its administrative fees), and thereafter the parties will have no further obligations hereunder.

In no event shall total compensation under this Agreement exceed \$53,185 unless a written amendment to the Agreement is approved by City Council and executed by both parties.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 15

SUBJECT: AMENDMENT NO. 1 TO AGREEMENT NO. A2023-041 WITH BKF ENGINEERS

RECOMMENDATION:

1. Authorize the execution of Amendment No. 1 to Agreement No. A2023-041 with BKF Engineers, increasing the total not-to-exceed amount from \$78,889 to \$87,113 for additional scope of services required for the project.
2. Determine the project to be exempt from review under California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et. seq. ("CEQA") pursuant to Section 15301 of CEQA Guidelines.

BACKGROUND/ANALYSIS:

On February 28, 2023, the City Council approved BKF Engineers, a multi-disciplined engineering firm founded in 1915, to provide professional engineering and design services for the Chino Hills Parkway Pavement Rehabilitation project. This project includes pavement rehabilitation, ADA ramp upgrades, new video detection systems, and striping improvements on Chino Hills Parkway along the westerly City limit to Carbon Canyon Road (SR-142) and from SR-71 to the east at Monte Vista Avenue.

During design, it was determined that additional scope of services is required to modify the pavement rehabilitation, enhance the existing crosswalk striping at several intersections, and enhance the existing base map. On August 7, 2023, BKF Engineers provided a proposal for the additional scope of services and compensation in the amount of \$8,224, revising the total not-to-exceed amount to \$87,113. Staff reviewed the proposal and finds the additional cost to be reasonable.

ENVIRONMENTAL (CEQA) REVIEW:

The project has been determined to be exempt as a Class 1(b) Categorical Exemption (existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewage, or other public utility services), pursuant to Section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq.

FISCAL IMPACT:

The total estimated cost for this project is as follows:

Item Description	Amount
BKF Engineers - Agreement No. A2023-041	\$78,889
Amendment No. 1 to Agreement No. A2023-041	\$8,224
Staff Design, Construction, Construction Management, Inspection and Testing	\$1,262,887
Total Estimated Project Cost	\$1,350,000

The current Capital Improvement Program has \$1,350,000 budgeted for the Chino Hills Parkway Pavement Rehabilitation project. There is no impact on the General Fund with this item. The funding available for this project is as follows:

Project No.	Funding Source	Amount
ST23001	RMRA	\$1,350,000
	Grand Total Project Funding	\$1,350,000

REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Amendment No. 1 to Agreement A2023-041

CITY OF CHINO HILLS

AMENDMENT NO. 1 TO AGREEMENT NO. A2023-041

THIS AMENDMENT NO. 1 ("Amendment") to Professional Services Agreement No. A2023-041 (the "Agreement") is entered into by and between the CITY OF CHINO HILLS, a municipal corporation and general law city, hereinafter called "City," and BKF ENGINEERS, a California corporation, hereinafter called "Consultant" collectively referred to as the "Parties."

WHEREAS, the Parties entered into Professional Services Agreement No. A2023-041 on February 28, 2023; and

WHEREAS, the Parties desire to amend the Agreement to amend compensation to existing corresponding services.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. "Exhibit C – Additional Services and Compensation," attached hereto, is hereby added to the Agreement and made a part thereof.
2. Section 5 ("Compensation and Method of Payment") is amended to read as follows:

"5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibits B & C, attached hereto and made a part hereof. Total compensation shall not exceed \$87,113. Payments shall be made within forty-five (45) 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."

3. Section 24 ("Consistency") is amended to read as follows:

"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 Services
- B. Exhibit B: Compensation
- C. Exhibit C: Additional Services and Compensation"

4. This Amendment may be executed in duplicate originals, each of which is

deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Amendment utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

6. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year last written below.

CITY OF CHINO HILLS

Peter J. Rogers

ATTEST:

Cheryl Balz
City Clerk

(Date)

APPROVED AS TO FORM

Mark D. Hensley
City Attorney

BKF ENGINEERS

4D68740E80CA42A
Chris Rideout
DocuSigned By: Chris Rideout

(Signature)

Chris Rideout

(Typed/Printed Name)

Principal/Vice President

(Title)

8/23/2023

(Date)

(Signature)

(Typed/Printed Name)

(Title)

(Date)

Exhibit C - Additional Services and Compensation

I. ADDITIONAL SCOPE OF SERVICES

Task 3 – Engineering Design and Plans, Specifications and Estimate

The increase of design budget will include the additional time required to prepare the ROM exhibit, update the aerial base map, revise the probable cost for the added improvements, and design changes to the PS&E as detailed above.

II. COMPENSATION

BKF proposes to provide the additional services on the basis of the current contract. We will continue to invoice for our services per task summarized as follows:

Phase Task	Description	Fee
3	Engineering Design and Plans, Specifications and Estimate	\$8,224
Total Labor Fee		\$8,224

Exhibit C - Additional Services and Compensation

CITY OF CHINO HILLS																		
CHINO HILLS PARKWAY PAVEMENT REHABILITATION PROJECT ST23001																		
			BKF ENGINEERS															
TASK NO.	Work Task or Item DESCRIPTION	NO. OF SHEETS	PRINCIPAL		ASSOCIATE		SENIOR PROJECT ENGINEER		PROJECT ENGINEER		DESIGN ENGINEER		PROJECT ASSISTANT		ENGINEERING ASSISTANT		TOTAL HOURS	TOTAL FEE
			\$255		\$225		\$188		\$168		\$148		\$92		\$88			
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
1.0	Project Management																	
1.1	Project Management/Progress Reports/Proejct Controls			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
1.2	Attend Kick-Off Meeting			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
1.3	Attend PDT/Coordination Meetings with City (4 Meetings)			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
2.0	Data Collections																	
2.1	Gather/Research Existing Information			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
2.2	Right-of-Way Data			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
2.3	Utility Coordination/Research			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
2.4	Determine/Document Utility			\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
3.0	Engineering Design and Plans, Specifications, and Estimates																	
3.1	60% Plans and Estimates Submittal	26		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
3.2	90% PS&E Submittal	26		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
3.3	100% PS&E Submittal	26		\$0		\$0	8	\$1,504	40	\$6,720		\$0		\$0		\$0	48	\$8,224
	REIMBURSABLES (PRINTING \$500, MILEAGE \$500)																	
	Total Budget:		0	\$0	0	\$0	8	\$1,504	40	\$6,720	0	\$0	0	\$0	0	\$0	48	\$8,224



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 16

SUBJECT: MUNICIPAL CODE AMENDMENT AMENDING CHAPTERS 6.04 AND 6.16 OF TITLE 6 (ANIMALS)

RECOMMENDATION:

1. Adopt an Urgency Ordinance by vote of at least four City Council Members entitled: AN URGENCY ORDINANCE OF THE CITY OF CHINO HILLS AMENDING CHAPTERS 6.04 AND 6.16 OF TITLE 6 OF THE CHINO HILLS MUNICIPAL CODE REGARDING DANGEROUS ANIMALS, POTENTIALLY DANGEROUS DOGS AND VICIOUS DOGS AND ESTABLISHING AN ADMINISTRATIVE HEARING DETERMINATION PROCESS AND FINDING THAT THE ORDINANCE IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
2. Introduce a regular Ordinance entitled: AN ORDINANCE OF THE CITY OF CHINO HILLS AMENDING CHAPTERS 6.04 AND 6.16 OF TITLE 6 OF THE CHINO HILLS MUNICIPAL CODE REGARDING DANGEROUS ANIMALS, POTENTIALLY DANGEROUS DOGS AND VICIOUS DOGS AND ESTABLISHING AN ADMINISTRATIVE HEARING DETERMINATION PROCESS AND FINDING THAT THE ORDINANCE IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
3. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, RATIFYING THE DESIGNATION OF AND EXPRESSLY DESIGNATING, THE INLAND VALLEY HUMANE SOCIETY & S.P.C.A. AS THE PRIMARY ANIMAL CONTROL ENFORCEMENT AGENCY FOR THE CITY OF CHINO HILLS AND FINDING THIS RESOLUTION IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

BACKGROUND/ANALYSIS:

Urgency Ordinance

The City of Chino Hills contracts with the Inland Valley Humane Society & S.P.C.A. ("IVHS") for public animal shelter and animal control services. IVHS staff has informed the City that it believes that the Dangerous Animal provisions in Sections 6.16.050 and 6.16.060 of the Chino Hills Municipal Code ("CHMC") prevent IVHS from releasing dogs that have been determined to be potentially dangerous or a menace to an owner/guardian residing within the City limits, regardless of whether that owner/guardian and IVHS have agreed to stipulated conditions of release that will adequately protect the public. This is not the intent of the CHMC and staff recommends the proposed ordinance amending the CHMC to clarify these provisions and align them with the Food and Agricultural Code provisions that define and regulate potentially dangerous and vicious dogs. Conditions are also specified to ensure that any potentially dangerous or vicious dogs that are released will not endanger

the safety of the community.

Additionally, this ordinance establishes an administrative hearing process to determine whether a dog is potentially dangerous or vicious, and whether other (non-dog) animals are dangerous, to ensure the pet owners/guardians are afforded due process within a reasonable time frame. The current CHMC relies on the courts to adjudicate the question of whether an animal should be declared potentially dangerous or vicious as defined in the Food and Agriculture Code. Since the onset of the COVID-19 pandemic, there have been significant delays throughout the Superior Court system, and these delays have resulted in long wait times between impoundment and a final determination as to the animal's status. A local administrative hearing process will ensure that owners/guardians are afforded due process within a reasonable period of time. Under the proposed ordinance, IVHS will conduct the administrative hearing, with an appeal available to the City Manager and, ultimately, the California Superior Court.

The proposed ordinance is intended to correct ambiguities in the CHMC and will ensure the protection of public health, safety, and welfare while simultaneously preserving the due process rights of dog owners/guardians. If approved, this Ordinance will take effect immediately upon adoption. There is an urgent need for this ordinance because there is an ongoing need to impound dogs to protect the public health and safety, and determinations are required to be made.

Regular Ordinance

City staff consistently recommends that whenever an urgency ordinance is adopted that a regular ordinance also be adopted in case there is any challenge to the urgency clause of the ordinance. In the event that the urgency clause were challenged, the identical "back-up" ordinance adopted by way of the usual procedure (two readings) will ensure that the nonurgency version of the ordinance will have already taken effect. Only actions taken or citations issued during the 30-day "gap" period are then vulnerable to challenge.

Resolution

The City of Chino Hills has contracted with IVHS (formerly Pomona Valley Humane Society) since April 1, 1992, to serve as the City's animal control enforcement agency. Chapter 6.04. General Provisions, Section 6.04.010 of the CHMC states the City Council shall by resolution designate the primary enforcement agency for animal control laws, regulations, and the provision of Title 6 Animals. Staff found during the course of preparing the urgency ordinance, Council approved entering into a contract with IVHS on March 3, 1992 and passed a resolution on March 24, 1992 adopting a fee schedule for animal control services to coincide with IVHS providing animal control services. However, a stand-alone resolution was not passed. By adopting this resolution, City Council will clear up any ambiguity by ratifying the prior designation and designate IVHS as the primary enforcement agency for animal control services for the City of Chino Hills.

ENVIRONMENTAL (CEQA) REVIEW:

This ordinance and resolution are not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq. ("CEQA")) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3), and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

FISCAL IMPACT:

There is no immediate fiscal impact with this item. The City could potentially see a reduction in attorney costs in the future.

REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Rod Hill
Assistant City Manager

Attachments Chapter 6.04 - Redline
Chapter 6.04 - Clean
Chapter 6.16 - Redline
Chapter 6.16 - Clean
Urgency Ordinance
Ordinance
Resolution

Chapter 6.04 GENERAL PROVISIONS

6.04.010 City Council to designate animal control enforcement agency by resolution.

The City Council shall by resolution designate the primary enforcement agency for animal control laws, regulations, and the provisions of this title.

(Ord. 92-16 § 1 (part))

6.04.020 Supplemental assistance or mutual aid not limited.

The provisions of Section 6.04.010 above shall not limit the city in receiving supplemental assistance or mutual aid to address emergency or urgent animal control situations. In addition, nothing in this section shall be construed to relieve any public officer or employee from performing statutorily defined duties or services relative to animal control—including the investigation, citation, or arrest of individuals suspected of violating state law enacted for the protection of individuals, the public, or the animals themselves.

(Ord. 92-16 § 1 (part))

6.04.030 Right of entry.

The Enforcing Officer, for the purpose of enforcing the provisions of this title relative to the impounding of animals, shall have the right of entry, exclusive of a residential dwelling, upon any premises upon which any animal is kept or harbored, to investigate complaints relative to provisions of this title and/or to demand the exhibition by the person owning, or having charge or control of any such animal of any license, permit, or tag for such animal for the current year. Further, he or she may enter upon any premises while in the active pursuit of stray animals.

(Ord. 92-16 § 1 (part))

6.04.040 Noisy or at-large animals—Public nuisance.

- A. Any animal, animals, or fowl which molest passersby or passing vehicles, attack other animals, trespass on school grounds, is repeatedly at large, damages and/or trespasses on private or public property, barks, whines, howls, honks, squeals, screeches, or otherwise makes or creates excessive, continuous, or untimely noise shall be considered and deemed a nuisance.
- B. Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another and who maintains, permits, or allows a public nuisance as described above to exist on such property, after reasonable notice in writing from the City or agents of the City has been served upon such person to cease such nuisance, is guilty of a misdemeanor and subject to punishment in accordance with state law and Section 1.36.010 et seq. of this Code. The existence of such nuisance for each and every day after the service of such notice shall be deemed a separate and distinct offense.

(Ord. 23 § 2, 1992; Ord. 92-16 § 1 (part))

6.04.050 Barking dogs—Deemed nuisance.

A dog, which barks in a substantially continuous manner in the daytime or nighttime to the annoyance of people in the neighborhood, may be declared to be a nuisance that may be abated by the procedures provided in this chapter regarding barking dogs. A dog shall not be deemed a "barking dog" for purposes of this chapter if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being teased or provoked.

(Ord. 199 § 2, 2007)

6.04.060 Barking dogs—Declaration of complaint.

A dog is subject to being deemed a nuisance when a declaration under penalty of perjury is filed with the Enforcing Agency by two declarants living in separate households within a sixty (60) day period. However, the Director of Community Services (hereinafter "Director"), or his or her duly authorized agent or representative, may waive the two-declarant requirement and accept a single declaration, if he or she determines geographic or other circumstances exist whereby a noise disturbance caused by an animal affects only one individual. A barking dog declaration of complaint shall state, in detail, all of the following:

- A. That the declarant is a resident of a residential neighborhood located within two hundred (200) yards of the boundaries of the premises where the dog is located;
- B. Within the past month, the declarant has heard the dog bark for substantially long periods of time to the extreme annoyance or discomfort of the declarant;
 - 1. Any noise, which is audible continuously for ten (10) minutes or intermittently for thirty (30) minutes, shall be prima facie evidence of such annoyance or discomfort. Factors which can be used to evaluate the annoyance or discomfort caused by animal noise include, but are not limited to, (a) pitch; (b) pattern; (c) frequency of occurrence.

(Ord. 199 § 4, 2007)

6.04.070 Barking dogs—Enforcing Officer action.

- A. Upon receipt of two such declarations, or waiver from the Director, the Enforcing Agency shall assign an officer to investigate the complaint(s). The officer shall personally interview both the complainant(s) and the dog owner or person who has custody of the dog.
- B. If the investigating officer determines that there is merit to the complaint(s), the dog owner or person in whose custody the dog is with, shall be notified by the officer that the dog's barking is annoying the neighbors and that it must be abated.
- C. If any further declaration is received by the Enforcing Agency concerning the same barking dog, within a six-month period from the date of the last initial declarations, the Enforcing Agency may take action by notifying the dog owner, or the person in whose custody the dog is with, by certified mail, return receipt requested, that an administrative hearing is to be held on a date, at least ten (10) days from the date the notice is received, concerning the dog's continuous barking.
- D. At the time and place of the hearing, each complaining party, witnesses, and the Enforcing Officer and the investigator or their agents must be present. The Hearing Officer shall be a person designated by the Enforcing Agency.

(Ord. 199 § 6, 2007)

6.04.080 Hearing—Determinations.

- A. The Hearing Officer shall hear all facts and testimony which he or she deems pertinent. Such facts and testimony may include all evidence relevant to the nature of the complaint. The Hearing Officer shall not be limited by the technical rules of evidence. The owner of the dog or the person in whose custody the dog is may present a written statement in time for consideration at the hearing, and deny responsibility, with reasons for such denial. In the case of a barking dog, such reasons for denial might include barking to protect the residence on the property from trespassers, other animals on the property, or that the barking is in response to sirens or other unusual noises.
- B. The Hearing Officer may impose such conditions and take such other action as deemed appropriate under the circumstances to carry out the purposes of this title. For example, in the case of a barking dog, the Hearing Officer may give the dog owner or the person in whose control the dog is in more time to control the dog's barking, if it is his or her opinion that the circumstances so justify. At the conclusion of the hearing, the Hearing Officer may find that there is a public nuisance and can order that the dog be removed from the property and/or disposed of as provided in this title, and determine the administrative costs and costs of removal to be charge against the owner of the dog or person who has custody of the dog.
- C. The decision of the Hearing Officer shall become final twenty (20) days after written notice of such decision is mailed to the owner of the dog or the person in whose custody the dog is, unless an appeal to the City Council is filed.

(Ord. 92-16 § 1 (part))

6.04.090 Appeals.

Any interested person may appeal the decision of the Hearing Officer by filing a written notice of appeal with the City Clerk in accordance with Sections 1.20.010 to 1.20.040 of this Code within twenty (20) days of the date the notice of decision is mailed.

(Ord. 92-16 § 1 (part))

6.04.100 Abatement of nuisance.

If a dog is finally determined to be a public nuisance, then the dog owner or the person whose custody the dog is shall have a period of twenty (20) days after the notice of the decision of the Hearing Officer is mailed, or twenty-one (21) days after the notice of the City Council action on appeal is mailed if it is a timely appeal, in which to permanently remove the dog from the City. If the dog is not removed from the City, within such period, or if the dog is removed and is thereafter returned to the city, the Hearing Officer may cause the dog to be impounded.

(Ord. 92-16 § 1 (part))

6.04.110 Assessment of costs.

If a dog is determined to be a public nuisance, the dog owner or the person in whose custody the dog is will be charged with the administrative costs of the hearing and any costs of removal of the dog pursuant to this title. If the costs and charges stated in this chapter are not paid within thirty (30) days after the date of the order, or the final disposition of an appeal therefrom:

- A. Such costs shall be assessed against the parcel of land of the dog owner, or of the person in whose custody the dog is, pursuant to the provisions of Section 38773.5 of the Government Code of the state

and shall be transmitted to the tax collector for collection. Such assessment shall have the same priority as other city taxes; or

- B. If the dog's owner, or the person in whose custody the dog is, is not the owner of the parcel of land on which the dog was kept, such costs and charges may be collected from the dog owner or the person in whose custody the dog is in a civil action commenced by the city in a court of competent jurisdiction.

(Ord. 92-16 § 1 (part))

6.04.120 Definitions.

For the purposes of this title, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Fowl" means a chicken, duck, goose, turkey, or other bird normally raised for meat or egg production.

"Large animal" means a horse, cow, sheep, goat, donkey, or similar animal which is normally housed in a corral or stable.

"Wild or exotic animal" means an ape, bear, cheetah, crocodile, deer, or similar animal.

(Ord. 92-16 § 1 (part))

6.04.130 Effect on other laws.

The provisions of this title are not the exclusive regulation of large animals and fowl within the City. The provisions of this title shall supplement and be in addition to the other regulatory codes, statutes, and laws previously or hereafter enacted by the city, the state, or any other legal entity or agency having jurisdiction.

(Ord. 92-16 § 1 (part))

6.04.140 Exemptions from this title.

The provisions of this title shall not apply to animals or fowl in pet or animal shops or stores, or animals or fowl for training or research purposes at educational institutions or hospitals."

~~The provisions of this title shall not apply to animals or fowl in pet or animal shops or stores, or animals or fowl for training or research purposes at educational institutions or hospitals. In addition, this title does not apply to the keeping within the City of any household pets, including dogs, cats, homing pigeons, canaries, parrots, guinea pigs, hamsters, and other kindred birds and animals usually or ordinarily kept as household pets and held in accordance with state and local laws.~~

(Ord. 92-16 § 1 (part))

Chapter 6.04 GENERAL PROVISIONS

6.04.010 City Council to designate animal control enforcement agency by resolution.

The City Council shall by resolution designate the primary enforcement agency for animal control laws, regulations, and the provisions of this title.

(Ord. 92-16 § 1 (part))

6.04.020 Supplemental assistance or mutual aid not limited.

The provisions of Section 6.04.010 above shall not limit the city in receiving supplemental assistance or mutual aid to address emergency or urgent animal control situations. In addition, nothing in this section shall be construed to relieve any public officer or employee from performing statutorily defined duties or services relative to animal control—including the investigation, citation, or arrest of individuals suspected of violating state law enacted for the protection of individuals, the public, or the animals themselves.

(Ord. 92-16 § 1 (part))

6.04.030 Right of entry.

The Enforcing Officer, for the purpose of enforcing the provisions of this title relative to the impounding of animals, shall have the right of entry, exclusive of a residential dwelling, upon any premises upon which any animal is kept or harbored, to investigate complaints relative to provisions of this title and/or to demand the exhibition by the person owning, or having charge or control of any such animal of any license, permit, or tag for such animal for the current year. Further, he or she may enter upon any premises while in the active pursuit of stray animals.

(Ord. 92-16 § 1 (part))

6.04.040 Noisy or at-large animals—Public nuisance.

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- B. Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another and who maintains, permits, or allows a public nuisance as described above to exist on such property, after reasonable notice in writing from the City or agents of the City has been served upon such person to cease such nuisance, is guilty of a misdemeanor and subject to punishment in accordance with state law and Section 1.36.010 et seq. of this Code. The existence of such nuisance for each and every day after the service of such notice shall be deemed a separate and distinct offense.

(Ord. 23 § 2, 1992; Ord. 92-16 § 1 (part))

6.04.050 Barking dogs—Deemed nuisance.

A dog, which barks in a substantially continuous manner in the daytime or nighttime to the annoyance of people in the neighborhood, may be declared to be a nuisance that may be abated by the procedures provided in this chapter regarding barking dogs. A dog shall not be deemed a "barking dog" for purposes of this chapter if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being teased or provoked.

(Ord. 199 § 2, 2007)

6.04.060 Barking dogs—Declaration of complaint.

A dog is subject to being deemed a nuisance when a declaration under penalty of perjury is filed with the Enforcing Agency by two declarants living in separate households within a sixty (60) day period. However, the Director of Community Services (hereinafter "Director"), or his or her duly authorized agent or representative, may waive the two-declarant requirement and accept a single declaration, if he or she determines geographic or other circumstances exist whereby a noise disturbance caused by an animal affects only one individual. A barking dog declaration of complaint shall state, in detail, all of the following:

- A. That the declarant is a resident of a residential neighborhood located within two hundred (200) yards of the boundaries of the premises where the dog is located;
- B. Within the past month, the declarant has heard the dog bark for substantially long periods of time to the extreme annoyance or discomfort of the declarant;
 - 1. Any noise, which is audible continuously for ten (10) minutes or intermittently for thirty (30) minutes, shall be prima facie evidence of such annoyance or discomfort. Factors which can be used to evaluate the annoyance or discomfort caused by animal noise include, but are not limited to, (a) pitch; (b) pattern; (c) frequency of occurrence.

(Ord. 199 § 4, 2007)

6.04.070 Barking dogs—Enforcing Officer action.

- A. Upon receipt of two such declarations, or waiver from the Director, the Enforcing Agency shall assign an officer to investigate the complaint(s). The officer shall personally interview both the complainant(s) and the dog owner or person who has custody of the dog.
- B. If the investigating officer determines that there is merit to the complaint(s), the dog owner or person in whose custody the dog is with, shall be notified by the officer that the dog's barking is annoying the neighbors and that it must be abated.
- C. If any further declaration is received by the Enforcing Agency concerning the same barking dog, within a six-month period from the date of the last initial declarations, the Enforcing Agency may take action by notifying the dog owner, or the person in whose custody the dog is with, by certified mail, return receipt requested, that an administrative hearing is to be held on a date, at least ten (10) days from the date the notice is received, concerning the dog's continuous barking.
- D. At the time and place of the hearing, each complaining party, witnesses, and the Enforcing Officer and the investigator or their agents must be present. The Hearing Officer shall be a person designated by the Enforcing Agency.

(Ord. 199 § 6, 2007)

6.04.080 Hearing—Determinations.

- A. The Hearing Officer shall hear all facts and testimony which he or she deems pertinent. Such facts and testimony may include all evidence relevant to the nature of the complaint. The Hearing Officer shall not be limited by the technical rules of evidence. The owner of the dog or the person in whose custody the dog is may present a written statement in time for consideration at the hearing, and deny responsibility, with reasons for such denial. In the case of a barking dog, such reasons for denial might include barking to protect the residence on the property from trespassers, other animals on the property, or that the barking is in response to sirens or other unusual noises.
- B. The Hearing Officer may impose such conditions and take such other action as deemed appropriate under the circumstances to carry out the purposes of this title. For example, in the case of a barking dog, the Hearing Officer may give the dog owner or the person in whose control the dog is in more time to control the dog's barking, if it is his or her opinion that the circumstances so justify. At the conclusion of the hearing, the Hearing Officer may find that there is a public nuisance and can order that the dog be removed from the property and/or disposed of as provided in this title, and determine the administrative costs and costs of removal to be charge against the owner of the dog or person who has custody of the dog.
- C. The decision of the Hearing Officer shall become final twenty (20) days after written notice of such decision is mailed to the owner of the dog or the person in whose custody the dog is, unless an appeal to the City Council is filed.

(Ord. 92-16 § 1 (part))

6.04.090 Appeals.

Any interested person may appeal the decision of the Hearing Officer by filing a written notice of appeal with the City Clerk in accordance with Sections 1.20.010 to 1.20.040 of this Code within twenty (20) days of the date the notice of decision is mailed.

(Ord. 92-16 § 1 (part))

6.04.100 Abatement of nuisance.

If a dog is finally determined to be a public nuisance, then the dog owner or the person whose custody the dog is shall have a period of twenty (20) days after the notice of the decision of the Hearing Officer is mailed, or twenty-one (21) days after the notice of the City Council action on appeal is mailed if it is a timely appeal, in which to permanently remove the dog from the City. If the dog is not removed from the City, within such period, or if the dog is removed and is thereafter returned to the city, the Hearing Officer may cause the dog to be impounded.

(Ord. 92-16 § 1 (part))

6.04.110 Assessment of costs.

If a dog is determined to be a public nuisance, the dog owner or the person in whose custody the dog is will be charged with the administrative costs of the hearing and any costs of removal of the dog pursuant to this title. If the costs and charges stated in this chapter are not paid within thirty (30) days after the date of the order, or the final disposition of an appeal therefrom:

- A. Such costs shall be assessed against the parcel of land of the dog owner, or of the person in whose custody the dog is, pursuant to the provisions of Section 38773.5 of the Government Code of the state

and shall be transmitted to the tax collector for collection. Such assessment shall have the same priority as other city taxes; or

- B. If the dog's owner, or the person in whose custody the dog is, is not the owner of the parcel of land on which the dog was kept, such costs and charges may be collected from the dog owner or the person in whose custody the dog is in a civil action commenced by the city in a court of competent jurisdiction.

(Ord. 92-16 § 1 (part))

6.04.120 Definitions.

For the purposes of this title, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Fowl" means a chicken, duck, goose, turkey, or other bird normally raised for meat or egg production.

"Large animal" means a horse, cow, sheep, goat, donkey, or similar animal which is normally housed in a corral or stable.

"Wild or exotic animal" means an ape, bear, cheetah, crocodile, deer, or similar animal.

(Ord. 92-16 § 1 (part))

6.04.130 Effect on other laws.

The provisions of this title are not the exclusive regulation of large animals and fowl within the City. The provisions of this title shall supplement and be in addition to the other regulatory codes, statutes, and laws previously or hereafter enacted by the city, the state, or any other legal entity or agency having jurisdiction.

(Ord. 92-16 § 1 (part))

6.04.140 Exemptions from this title.

The provisions of this title shall not apply to animals or fowl in pet or animal shops or stores, or animals or fowl for training or research purposes at educational institutions or hospitals.

(Ord. 92-16 § 1 (part))

Chapter 6.16 PROHIBITED ANIMALS AND CONDUCT

6.16.005 - Definitions.

Notwithstanding other definitions in this code, for the purposes of this chapter 6.16, unless otherwise apparent from the context, the words and phrases used in this chapter are defined as follows:

"Animal Control Officer" shall mean an animal control officer as defined in Penal Code § 830.9, authorized to perform any duties authorized pursuant to California State Law.

"Enforcing Officer" means the Humane Officer or an Animal Control Officer employed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.

"Humane Officer" shall mean a humane officer qualified pursuant to California Corporations Code § 14502, authorized to perform any duties authorized pursuant to California State Law.

6.16.010 Specific animals prohibited.

- A. Wild Animals. No species of animals commonly referred to as wild as defined in Fish and Game Code Section 2116 may be kept or maintained on any property within the City.
- B. Male Goats. It shall be also prohibited to keep or maintain on any property in the City any male goat, with the following exception: Any un-castrated male goat will be allowed within the City, subject to the approval of and in compliance with an Equestrian and Large Animal Use Permit only in the Level 1 Overlay and if such use does not violate any other provision or local or state law. Castrated male goats will be allowed within the City subject to Table 1 Permitted Uses and Animal Types set forth in Section 16.33.030 of this Code.
- C. Fowl. It is unlawful for any person to keep in any residential zone in the City any rooster, peafowl, guinea fowl or any other fowl which, by sound or cry, shall unreasonably disturb the peace and quiet of the neighborhood.
- D. Bees. It is also prohibited to intentionally maintain bees on any property within the City which is less than ten (10) acres. Such bees shall be maintained at least five hundred (500) feet from any residence.
- E. Swine. Except as provided in Sections 6.24.090, and Chapter 6.24 of this title, under no circumstances shall any animal of the swine family be kept or maintained on any nonagricultural property in the City.
- F. Bison/Buffalo. It shall be prohibited to keep or maintain on any property in the City any bison/buffalo, unless permitted by and in compliance with an Equestrian and Large Animal Use Permit and if such use does not violate any other provision or local or state law.
- G. Reclamation Procedures. The owner or custodian of the prohibited animal must relocate the prohibited animal outside of the City and provide the enforcing officer a relocating address outside the City limits or provide the enforcing officer with an intended disposition of the wild animal, male goat, fowl, or bees.

H. It is an infraction, subject to punishment in accordance with Section 1.36.010 et seq. of this Code, to provide false information to the enforcing officer regarding a relocation address or disposition of the wild or exotic animal, male goat, swine, or rooster.

(Ord. 23 § 3, 1992; Ord. 92-16 § 1 (part))

(Ord. No. 260, § 3(a), 1-8-2013; Ord. No. 270, § 3.C, 4-8-2014)

6.16.020 Sanitation of premises.

Every person owning or occupying premises within any agriculture zone of the City where any animal, fowl, or bird is kept shall keep the stable, barn, stall, pen, coop, building, or place in which such animal is kept in a clean and sanitary condition so as not to be detrimental to the public health.

(Ord. 92-16 § 1 (part))

6.16.030 Animals at large.

It is unlawful for any person within the City having care, charge, control, or possession of any animal or fowl to permit it to be, remain, go, or run at large upon any public street, alley, unenclosed lot, or land in the City, except dogs on leashes, cats, racing homing pigeons during runs, an animal in a vehicle, or a horse mounted or led by a responsible person.

(Ord. 92-16 § 1 (part))

6.16.040 Hitching and tethering animals.

It is unlawful to, tie, or otherwise fasten any horse, cow, or other animal to any tree, shrub, or utility pole or other structures, located within the public right-of-way.

(Ord. 92-16 § 1 (part))

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.050 Dangerous animals.

A. No person shall own or keep any animal that is dangerous ~~or a menace~~. An animal is considered dangerous ~~or a menace~~ when:

A.1. ——— Unprovoked, it acts in an aggressive manner, or inflicts serious injury on or kills a human being;

B. ~~2.~~ Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal.

B. This section does not apply to dogs.

(Ord. 92-16 § 1 (part))

6.16.055 – Potentially dangerous and vicious dogs.

- A. Except as otherwise specified in this Title, Chapter 9 of Division 14 of the Food and Agricultural Code (commencing with Cal. Food & Agric. Code § 31601) is hereby adopted as the law and procedures to be followed in the City of Chino Hills for potentially dangerous and vicious dogs.
- B. ‘Potentially dangerous dog’ shall have the meaning set forth in Food and Agricultural Code § 31602.
- C. ‘Vicious dog’ shall have the meaning set forth in Food and Agricultural Code § 31603.
- D. Pursuant to Section 31625 of the Food and Agricultural Code, if upon investigation it is determined by the Enforcing Officer that probable cause exists to believe the dog poses an immediate threat to public safety, then the Enforcing Officer may seize and impound the dog pending a hearing to determine if the dog is potentially dangerous or vicious.

6.16.060 Hearing—Determinations.

- A. In accordance with Food and Agriculture Code Section 31621, the administrative hearing procedure set forth in this section shall be used for the purpose of determining whether an animal other than a dog should be declared dangerous and whether a dog should be declared potentially dangerous or vicious.
- B. If the Enforcing Officer or his or her representative has investigated and determined that there exists probable cause to believe that an animal other than a dog is dangerous, or that a dog is potentially dangerous or vicious, the animal may be impounded pending a hearing for the purpose of determining whether the animal in question should be declared dangerous, potentially dangerous, or vicious.
- C. Administrative hearing procedure.
 - 1. If an animal is impounded pending a hearing, the animal’s owner/guardian shall, within five working days of the animal being impounded, be served with a notice of administrative hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
 - 2. The notice of administrative hearing must set forth the time, date, and location of the administrative hearing, together with a statement of the reasons why the Enforcing Officer has determined probable cause exists to believe the animal is dangerous, potentially dangerous, or vicious.
 - 3. The hearing must be held no less than five working days nor more than ten working days after service of notice upon the animal’s owner/guardian.

4. The hearing officer shall be appointed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.

5. At the time set for the hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether there are sufficient grounds to declare the animal in question dangerous, potentially dangerous, or vicious. The hearing officer is authorized to administer oaths or affirmations under Code of Civil Procedure section 2093(a). The hearing officer may continue the hearing from time to time with the consent of the animal's owner/guardian.

6. The animal's owner/guardian may appear at the hearing and present oral and written evidence. Evidence may include, without limitation, witness testimony, documents, photographs, videos, or other similar evidence. Formal rules of evidence do not apply, but all evidence presented must be relevant and material to the issue of whether the animal in question should be declared dangerous, potentially dangerous or vicious. The owner/guardian may, at the owner/guardian's option, be represented by an attorney, as may the Enforcing Officer. The owner/guardian, Enforcing Officer, or their representatives, shall have the right to cross-examine any witness that testifies. If neither the animal owner/guardian nor a representative of the owner/guardian appear at the hearing, and the owner/guardian does not seek a continuance of the hearing, then the owner/guardian shall have been deemed to waive their right to a hearing and the Enforcing Officer's findings shall be adopted. The hearing shall be open to the public.

7. Within three business days of the conclusion of the hearing, the hearing officer shall issue a written decision. The hearing officer will give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The hearing officer's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

D. If the animal is determined to be dangerous, or a dog determined to be potentially dangerous or vicious, the owner/guardian of the animal or dog shall be liable for all costs and expenses of keeping the dog during impoundment and must pay such costs and expenses to the animal control enforcement agency.

A. If the Enforcing Officer or his or her representative has investigated and determined that there exists probable cause to believe that the animal is dangerous or a menace, the animal may be impounded pending a hearing for the purpose of determining whether or not the animal in question should be declared dangerous or a menace.

B. The owner or keeper of the animal shall be served with notice of the hearing and a copy of the petition, either personally or by first class mail with return receipt requested. The hearing shall be held promptly within no less than five working days nor more than ten (10) working days after service of notice upon the owner or keeper of the animal. The hearing shall be open to the public. The court may admit into evidence all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. A jury shall not be available. The court may find upon a preponderance of the evidence that the animal is potentially dangerous or vicious.

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- ~~C. After the hearing, the owner or keeper of the animal shall be notified in writing of the determination and orders issued, either personally or by first class mail, postage prepared, by the court. If a determination is made that the animal is dangerous or a menace, the owner must make arrangements to have the animal removed from the City within thirty (30) days. If the animal is not removed from the City within thirty (30) days, the Enforcing Officer may destroy the animal.~~
- ~~D. If the animal is determined to be dangerous or a menace, all costs of impoundment, including administrative costs, may be charged against the owner or keeper of the animal.~~

(Ord. 92-16 § 1 (part))

6.16.070 Appeals.

- A. The hearing officer's decision is appealable to the City Manager. An appeal must be made in writing and submitted to the City Clerk within 10 days after service of the hearing officer's decision. There is no fee for the appeal.
- B. Within three business days of receipt of a timely appeal, the City Clerk shall serve the animal's owner/guardian with notice of the appeal hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
- C. The notice of hearing must set forth the time, date, and location of the appeal hearing. The hearing on the appeal must be held no less than five working days and no more than ten working days after service of notice upon the animal's owner/guardian. The City Manager may hold the hearing sooner or continue the hearing from time to time with the consent of the animal's owner/guardian. The hearing shall be open to the public.
- D. The City Manager shall review the decision of the hearing officer, including, but not limited to, conditions imposed pursuant to Section 6.16.075, *de novo* and in accordance with the evidentiary procedures set forth in Section 6.16.060(C).
- E. Within three business days of the conclusion of the appeal hearing, the City Manager shall issue a written decision. The City Manager shall give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The City Manager's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.
- G. Judicial Review. Judicial review of the City Manager's decision may be had by filing a written notice of appeal to the Superior Court in accordance with Section 31622 of the Food and Agriculture Code or other applicable law. Any such appeal must be filed within 30 days of service of the City Manager's decision.

~~Should the owner or the keeper of the animal contest the determination that the animal is dangerous or vicious, he or she may, within five days of receipt of the notice of determination, appeal the decision of the court of original jurisdiction to a court authorized to hear the appeal.~~

“6.16.075 – Consequences of dangerous animal determination and potentially dangerous or vicious dog determination; removal of designation.”

A. Dangerous animals other than dogs.

- 1. An animal other than a dog that has been determined to be dangerous by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court, as applicable, finds that release of the animal would pose a significant threat to the public health, safety, or welfare.**
- 2. If it is determined that the animal found to be dangerous will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare.**

B. Potentially dangerous dogs. The following conditions apply to a dog determined to be potentially dangerous:

- 1. The dog must be properly licensed, microchipped, vaccinated, and spayed/neutered at the owner/guardian’s expense before it is released to the dog’s owner/guardian. If the dog was not impounded, the dog owner/guardian must provide proof that the dog is licensed, microchipped, vaccinated, and spayed/neutered within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian. The animal control enforcement agency may include the designation in the registration records of the dog after the court or the hearing officer has determined that the designation applies to the dog.**
- 2. The dog, while on the owner/guardian’s property, must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot enter pursuant to Section 31642 of the Food and Agriculture Code and must comply with all applicable sections of the Food and Agriculture Code applicable to potentially dangerous dogs. The owner/guardian must post a sign stating that a potentially dangerous dog lives at the residence. The owner/guardian must carry applicable liability insurance in an amount not less than \$100,000. The animal control enforcement agency must inspect and give written approval of the yard or enclosure before the dog is released to its owner/guardian. If the dog was not impounded, the animal control enforcement agency must inspect and give written approval of the yard or enclosure within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian.**
- 3. The dog may be off the owner/guardian’s premises only if it is muzzled and restrained by a substantial leash, not exceeding six feet in length, and if it is under the control of an adult**

capable of restraining and controlling the dog. At no time may the dog be left unattended while off the owner/guardian's premises.

4. The owner/custodian of a dog determined to be potentially dangerous must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner/guardian's, within 60 calendar days after release of the dog to the owner/custodian. The course must be approved by the animal control enforcement agency prior to the release of the dog. If the dog was not impounded, approval of the course by the animal control enforcement agency must be obtained within fourteen (14) calendar days after the decision declaring the dog to be potentially dangerous is served on the dog owner/custodian. The owner/guardian must provide proof of completion of the training within ten (10) days after completion of the course.
5. The owner/guardian of the dog shall notify the animal control enforcement agency immediately if the dog is at large or has committed an attack on any person or animal. If the dog no longer resides with the owner/guardian, or the dog is transferred to another person, the owner/guardian must advise the animal control enforcement agency of the dog's new location in writing under penalty of perjury and provide a copy of the administrative decision or court order declaring the dog to be potentially dangerous to the new owner and custodian.
6. The hearing officer, City Manager or Superior Court may impose other reasonable conditions that are necessary to protect the public health, safety, or welfare.

C. Vicious dogs.

1. A dog that has been determined to be vicious by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court finds that release of the animal would pose a significant threat to the public health, safety, or welfare.
2. If it is determined that the dog found to be vicious will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare and in no event less restrictive than the conditions required for a potentially dangerous dog set forth in Section 6.16.075.B.
3. Pursuant to Food and Agriculture Code Section 31646, the owner or guardian of a dog determined to be vicious may be prohibited from owning, keeping, possessing, controlling, or having custody of any dog for a period of up to three years, if, after proceedings conducted pursuant to Section 6.16.060 of this code, it is found that ownership or possession of a dog by that person would create a significant threat to the public health, safety, or welfare.

D. Removal of Potentially Dangerous Dog Designation. If there are no additional instances of the behavior described in Food and Agriculture Code Section 31602 within a 36-month period from the date of designation as a potentially dangerous dog, the dog shall be removed from the list of potentially dangerous dogs. The dog may, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 36-month period if the owner/guardian of the dog demonstrates to the animal control enforcement agency's satisfaction that changes in circumstances or measures taken by the owner/guardian, such as training of the dog, have mitigated the risk to the public safety.

E. Compliance with Conditions and Consequences of Violation of Conditions.

1. The hearing officer, City Manager, or Superior Court who determined that a dog was potentially dangerous or vicious, or an animal other than a dog was dangerous, may schedule follow-up hearing dates to ensure compliance with all conditions imposed.
2. Consequences that may result from the failure of an owner/guardian of a dog, or an animal other than a dog, released after a hearing pursuant to Section 6.16.060, to comply with any of the conditions imposed under Section 6.16.075 include, but are not limited to, the following:
 - a. Removal of the dog, or animal other than a dog, if the Enforcing Officer determines that probable cause exists to believe the dog, or animal other than a dog, poses a threat to public safety while a civil action for injunctive relief is brought in Superior Court.
 - b. A civil action for injunctive relief may be brought in Superior Court, which may include, but is not limited to, enjoining the person who violated the condition from owning or possessing the dog or animal other than a dog. If an injunction is ordered by Superior Court, all costs and expenses of keeping the dog or animal during impoundment will be charged to the owner/guardian. The filing and prosecution of an action for injunctive relief does not limit the authority or ability of the animal control enforcement agency to take any other action permitted by law;
 - c. A violation of a condition following a determination that a dog is potentially dangerous, may result in the filing of an action to determine if the dog is vicious under Section 6.16.060.B.

~~a-d.~~ Criminal citations, fines or fees as authorized by law.

6.16.080 Coyotes.

It is unlawful for any person to wilfully feed or in any manner provide for one or more coyotes except:

- A. For a coyote that is kept with a valid certificate/permit issued by the State of California, Department of Fish and Game;
- B. For a trapped, unweaned, or injured coyote during the time the agency in charge is notified and the coyote has been picked up.

(Ord. 92-16 § 1 (part))

6.16.090 Slaughtering.

No person shall slaughter any cattle, sheep, horses, goats, hogs, or any other animal, fowl, or reptile except for rabbits and chickens for domestic use within the City except in a slaughterhouse currently and legally existing within the City.

(Ord. 92-16 § 1 (part))

6.16.100 Dairy.

Any operation where milk is produced for wholesale or commercial distribution and where three (3) or more cows, goats or milk producing animals are in lactation is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.110 Livestock feeding ranches.

Any cattle operation which serves as a central site for storing feed, feeding large number of animals, and generally raising agricultural livestock for sale, slaughter, or milk production is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.120 Manure stockpiling or processing.

Accumulation, stockpiling and storing or processing of manure, including commercial operations, is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

Chapter 6.16 PROHIBITED ANIMALS AND CONDUCT

6.16.005 - Definitions.

Notwithstanding other definitions in this code, for the purposes of this chapter 6.16, unless otherwise apparent from the context, the words and phrases used in this chapter are defined as follows:

“Animal Control Officer” shall mean an animal control officer as defined in Penal Code § 830.9, authorized to perform any duties authorized pursuant to California State Law.

"Enforcing Officer" means the Humane Officer or an Animal Control Officer employed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.

“Humane Officer” shall mean a humane officer qualified pursuant to California Corporations Code § 14502, authorized to perform any duties authorized pursuant to California State Law.

6.16.010 Specific animals prohibited.

- A. Wild Animals. No species of animals commonly referred to as wild as defined in Fish and Game Code Section 2116 may be kept or maintained on any property within the City.
- B. Male Goats. It shall be also prohibited to keep or maintain on any property in the City any male goat, with the following exception: Any un-castrated male goat will be allowed within the City, subject to the approval of and in compliance with an Equestrian and Large Animal Use Permit only in the Level 1 Overlay and if such use does not violate any other provision or local or state law. Castrated male goats will be allowed within the City subject to Table 1 Permitted Uses and Animal Types set forth in Section 16.33.030 of this Code.
- C. Fowl. It is unlawful for any person to keep in any residential zone in the City any rooster, peafowl, guinea fowl or any other fowl which, by sound or cry, shall unreasonably disturb the peace and quiet of the neighborhood.
- D. Bees. It is also prohibited to intentionally maintain bees on any property within the City which is less than ten (10) acres. Such bees shall be maintained at least five hundred (500) feet from any residence.
- E. Swine. Except as provided in Sections 6.24.090, and Chapter 6.24 of this title, under no circumstances shall any animal of the swine family be kept or maintained on any nonagricultural property in the City.
- F. Bison/Buffalo. It shall be prohibited to keep or maintain on any property in the City any bison/buffalo, unless permitted by and in compliance with an Equestrian and Large Animal Use Permit and if such use does not violate any other provision or local or state law.
- G. Reclamation Procedures. The owner or custodian of the prohibited animal must relocate the prohibited animal outside of the City and provide the enforcing officer a relocating address outside the City limits or provide the enforcing officer with an intended disposition of the wild animal, male goat, fowl, or bees.
- H. It is an infraction, subject to punishment in accordance with Section 1.36.010 et seq. of this Code, to provide false information to the enforcing officer regarding a relocation address or disposition of the wild or exotic animal, male goat, swine, or rooster.

(Ord. 23 § 3, 1992; Ord. 92-16 § 1 (part))

(Ord. No. 260, § 3(a), 1-8-2013; Ord. No. 270, § 3.C, 4-8-2014)

6.16.020 Sanitation of premises.

Every person owning or occupying premises within any agriculture zone of the City where any animal, fowl, or bird is kept shall keep the stable, barn, stall, pen, coop, building, or place in which such animal is kept in a clean and sanitary condition so as not to be detrimental to the public health.

(Ord. 92-16 § 1 (part))

6.16.030 Animals at large.

It is unlawful for any person within the City having care, charge, control, or possession of any animal or fowl to permit it to be, remain, go, or run at large upon any public street, alley, unenclosed lot, or land in the City, except dogs on leashes, cats, racing homing pigeons during runs, an animal in a vehicle, or a horse mounted or led by a responsible person.

(Ord. 92-16 § 1 (part))

6.16.040 Hitching and tethering animals.

It is unlawful to, tie, or otherwise fasten any horse, cow, or other animal to any tree, shrub, or utility pole or other structures, located within the public right-of-way.

(Ord. 92-16 § 1 (part))

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.050 Dangerous animals.

A. No person shall own or keep any animal that is dangerous. An animal is considered dangerous when:

- .1. Unprovoked, it acts in an aggressive manner, or inflicts serious injury on or kills a human being;
2. Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal.

B. This section does not apply to dogs.

(Ord. 92-16 § 1 (part))

6.16.055 – Potentially dangerous and vicious dogs.

A. Except as otherwise specified in this Title, Chapter 9 of Division 14 of the Food and Agricultural Code (commencing with Cal. Food & Agric. Code § 31601) is hereby adopted as the law and procedures to be followed in the City of Chino Hills for potentially dangerous and vicious dogs.

B. ‘Potentially dangerous dog’ shall have the meaning set forth in Food and Agricultural Code § 31602.

(Supp. No. 50)

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- C. 'Vicious dog' shall have the meaning set forth in Food and Agricultural Code § 31603."
 - D. Pursuant to Section 31625 of the Food and Agricultural Code, if upon investigation it is determined by the Enforcing Officer that probable cause exists to believe the dog poses an immediate threat to public safety, then the Enforcing Officer may seize and impound the dog pending a hearing to determine if the dog is potentially dangerous or vicious.

6.16.060 Hearing—Determinations.

- A. In accordance with Food and Agriculture Code Section 31621, the administrative hearing procedure set forth in this section shall be used for the purpose of determining whether an animal other than a dog should be declared dangerous and whether a dog should be declared potentially dangerous or vicious.
- B. If the Enforcing Officer or his or her representative has investigated and determined that there exists probable cause to believe that an animal other than a dog is dangerous, or that a dog is potentially dangerous or vicious, the animal may be impounded pending a hearing for the purpose of determining whether the animal in question should be declared dangerous, potentially dangerous, or vicious.
- C. Administrative hearing procedure.
 - 1. If an animal is impounded pending a hearing, the animal's owner/guardian shall, within five working days of the animal being impounded, be served with a notice of administrative hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
 - 2. The notice of administrative hearing must set forth the time, date, and location of the administrative hearing, together with a statement of the reasons why the Enforcing Officer has determined probable cause exists to believe the animal is dangerous, potentially dangerous, or vicious.
 - 3. The hearing must be held no less than five working days nor more than ten working days after service of notice upon the animal's owner/guardian.
 - 4. The hearing officer shall be appointed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.
 - 5. At the time set for the hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether there are sufficient grounds to declare the animal in question dangerous, potentially dangerous, or vicious. The hearing officer is authorized to administer oaths or affirmations under Code of Civil Procedure section 2093(a). The hearing officer may continue the hearing from time to time with the consent of the animal's owner/guardian.
 - 6. The animal's owner/guardian may appear at the hearing and present oral and written evidence. Evidence may include, without limitation, witness testimony, documents, photographs, videos, or other similar evidence. Formal rules of evidence do not apply, but all evidence presented must be relevant and material to the issue of whether the animal in question should be declared dangerous, potentially dangerous or vicious. The owner/guardian may, at the owner/guardian's option, be represented by an attorney, as may the Enforcing Officer. The owner/guardian, Enforcing Officer, or

their representatives, shall have the right to cross-examine any witness that testifies. If neither the animal owner/guardian nor a representative of the owner/guardian appear at the hearing, and the owner/guardian does not seek a continuance of the hearing, then the owner/guardian shall have been deemed to waive their right to a hearing and the Enforcing Officer's findings shall be adopted. The hearing shall be open to the public.

7. Within three business days of the conclusion of the hearing, the hearing officer shall issue a written decision. The hearing officer will give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The hearing officer's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

D. If the animal is determined to be dangerous, or a dog determined to be potentially dangerous or vicious, the owner/guardian of the animal or dog shall be liable for all costs and expenses of keeping the dog during impoundment and must pay such costs and expenses to the animal control enforcement agency.

(Ord. 92-16 § 1 (part))

6.16.070 Appeals.

- A. The hearing officer's decision is appealable to the City Manager. An appeal must be made in writing and submitted to the City Clerk within 10 days after service of the hearing officer's decision. There is no fee for the appeal.
- B. Within three business days of receipt of a timely appeal, the City Clerk shall serve the animal's owner/guardian with notice of the appeal hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
- C. The notice of hearing must set forth the time, date, and location of the appeal hearing. The hearing on the appeal must be held no less than five working days and no more than ten working days after service of notice upon the animal's owner/guardian. The City Manager may hold the hearing sooner or continue the hearing from time to time with the consent of the animal's owner/guardian. The hearing shall be open to the public.
- D. The City Manager shall review the decision of the hearing officer, including, but not limited to, conditions imposed pursuant to Section 6.16.075, *de novo* and in accordance with the evidentiary procedures set forth in Section 6.16.060(C).
- E. Within three business days of the conclusion of the appeal hearing, the City Manager shall issue a written decision. The City Manager shall give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The City Manager's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.
- G. Judicial Review. Judicial review of the City Manager's decision may be had by filing a written notice of appeal to the Superior Court in accordance with Section 31622 of the Food and Agriculture Code or other applicable law. Any such appeal must be filed within 30 days of service of the City Manager's decision.

(Ord. 92-16 § 1 (part))

6.16.075 – Consequences of dangerous animal determination and potentially dangerous or vicious dog determination; removal of designation.

A. Dangerous animals other than dogs.

1. An animal other than a dog that has been determined to be dangerous by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court, as applicable, finds that release of the animal would pose a significant threat to the public health, safety, or welfare.
2. If it is determined that the animal found to be dangerous will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare.

B. Potentially dangerous dogs. The following conditions apply to a dog determined to be potentially dangerous:

1. The dog must be properly licensed, microchipped, vaccinated, and spayed/neutered at the owner/guardian's expense before it is released to the dog's owner/guardian. If the dog was not impounded, the dog owner/guardian must provide proof that the dog is licensed, microchipped, vaccinated, and spayed/neutered within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian. The animal control enforcement agency may include the designation in the registration records of the dog after the court or the hearing officer has determined that the designation applies to the dog.
2. The dog, while on the owner/guardian's property, must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot enter pursuant to Section 31642 of the Food and Agriculture Code and must comply with all applicable sections of the Food and Agriculture Code applicable to potentially dangerous dogs. The owner/guardian must post a sign stating that a potentially dangerous dog lives at the residence. The owner/guardian must carry applicable liability insurance in an amount not less than \$100,000. The animal control enforcement agency must inspect and give written approval of the yard or enclosure before the dog is released to its owner/guardian. If the dog was not impounded, the animal control enforcement agency must inspect and give written approval of the yard or enclosure within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian.
3. The dog may be off the owner/guardian's premises only if it is muzzled and restrained by a substantial leash, not exceeding six feet in length, and if it is under the control of an adult capable of restraining and controlling the dog. At no time may the dog be left unattended while off the owner/guardian's premises.
4. The owner/custodian of a dog determined to be potentially dangerous must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner/guardian's, within 60 calendar days after release of the dog to the owner/custodian. The course must be approved by the animal control enforcement agency prior to the release of the dog. If the dog was not impounded, approval of the course by the animal control enforcement agency must be obtained within fourteen (14) calendar days after the decision declaring the dog to be potentially dangerous is served on the dog

owner/custodian. The owner/guardian must provide proof of completion of the training within ten (10) days after completion of the course.

5. The owner/guardian of the dog shall notify the animal control enforcement agency immediately if the dog is at large or has committed an attack on any person or animal. If the dog no longer resides with the owner/guardian, or the dog is transferred to another person, the owner/guardian must advise the animal control enforcement agency of the dog's new location in writing under penalty of perjury and provide a copy of the administrative decision or court order declaring the dog to be potentially dangerous to the new owner and custodian.
6. The hearing officer, City Manager or Superior Court may impose other reasonable conditions that are necessary to protect the public health, safety, or welfare.

C. Vicious dogs.

1. A dog that has been determined to be vicious by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court finds that release of the animal would pose a significant threat to the public health, safety, or welfare.
2. If it is determined that the dog found to be vicious will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare and in no event less restrictive than the conditions required for a potentially dangerous dog set forth in Section 6.16.075.B.
3. Pursuant to Food and Agriculture Code Section 31646, the owner or guardian of a dog determined to be vicious may be prohibited from owning, keeping, possessing, controlling, or having custody of any dog for a period of up to three years, if, after proceedings conducted pursuant to Section 6.16.060 of this code, it is found that ownership or possession of a dog by that person would create a significant threat to the public health, safety, or welfare.

D. Removal of Potentially Dangerous Dog Designation. If there are no additional instances of the behavior described in Food and Agriculture Code Section 31602 within a 36-month period from the date of designation as a potentially dangerous dog, the dog shall be removed from the list of potentially dangerous dogs. The dog may, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 36-month period if the owner/guardian of the dog demonstrates to the animal control enforcement agency's satisfaction that changes in circumstances or measures taken by the owner/guardian, such as training of the dog, have mitigated the risk to the public safety.

E. Compliance with Conditions and Consequences of Violation of Conditions.

1. The hearing officer, City Manager, or Superior Court who determined that a dog was potentially dangerous or vicious, or an animal other than a dog was dangerous, may schedule follow-up hearing dates to ensure compliance with all conditions imposed.
2. Consequences that may result from the failure of an owner/guardian of a dog, or an animal other than a dog, released after a hearing pursuant to Section 6.16.060, to comply with any of the conditions imposed under Section 6.16.075 include, but are not limited to, the following:

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- a. Removal of the dog, or animal other than a dog, if the Enforcing Officer determines that probable cause exists to believe the dog, or animal other than a dog, poses a threat to public safety while a civil action for injunctive relief is brought in Superior Court.
 - b. A civil action for injunctive relief may be brought in Superior Court, which may include, but is not limited to, enjoining the person who violated the condition from owning or possessing the dog or animal other than a dog. If an injunction is ordered by Superior Court, all costs and expenses of keeping the dog or animal during impoundment will be charged to the owner/guardian. The filing and prosecution of an action for injunctive relief does not limit the authority or ability of the animal control enforcement agency to take any other action permitted by law;
 - c. A violation of a condition following a determination that a dog is potentially dangerous, may result in the filing of an action to determine if the dog is vicious under Section 6.16.060.B.
 - d. Criminal citations, fines or fees as authorized by law.

6.16.080 Coyotes.

It is unlawful for any person to wilfully feed or in any manner provide for one or more coyotes except:

- A. For a coyote that is kept with a valid certificate/permit issued by the State of California, Department of Fish and Game;
- B. For a trapped, unweaned, or injured coyote during the time the agency in charge is notified and the coyote has been picked up.

(Ord. 92-16 § 1 (part))

6.16.090 Slaughtering.

No person shall slaughter any cattle, sheep, horses, goats, hogs, or any other animal, fowl, or reptile except for rabbits and chickens for domestic use within the City except in a slaughterhouse currently and legally existing within the City.

(Ord. 92-16 § 1 (part))

6.16.100 Dairy.

Any operation where milk is produced for wholesale or commercial distribution and where three (3) or more cows, goats or milk producing animals are in lactation is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.110 Livestock feeding ranches.

Any cattle operation which serves as a central site for storing feed, feeding large number of animals, and generally raising agricultural livestock for sale, slaughter, or milk production is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

6.16.120 Manure stockpiling or processing.

Accumulation, stockpiling and storing or processing of manure, including commercial operations, is prohibited.

(Ord. No. 270, § 3.C, 4-8-2014)

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY OF CHINO HILLS AMENDING CHAPTERS 6.04 AND 6.16 OF TITLE 6 OF THE CHINO HILLS MUNICIPAL CODE REGARDING DANGEROUS ANIMALS, POTENTIALLY DANGEROUS DOGS AND VICIOUS DOGS AND ESTABLISHING AN ADMINISTRATIVE HEARING DETERMINATION PROCESS AND FINDING THAT THE ORDINANCE IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. The City Council finds and determines as follows:

A. The City of Chino Hills contracts with the Inland Valley Humane Society & S.P.C.A. ("IVHS") for public animal shelter and animal control services. IVHS staff has informed the City that it believes Title 6 of the Chino Hills Municipal Code ("CHMC") prevents IVHS from releasing to an owner/guardian residing within the City limits a dog that has been determined to be potentially dangerous or a menace, regardless of whether that owner/guardian and IVHS have agreed to stipulated conditions of release that will adequately protect the public. This is not the intent of the CHMC and the perceived ambiguities must be corrected.

B. Ever since the onset of the COVID-19 pandemic, there have been significant delays throughout the Superior Court system. The current CHMC relies on the courts to adjudicate the question of whether an animal should be declared dangerous or a menace. This is resulting in long wait times between impoundment and a final determination as to the animal's status. A local administrative hearing process is necessary to ensure that owners/guardians are afforded due process within a reasonable period of time.

C. In accordance with Government Code sections 36934 and 36937(b), the City Council finds that this Ordinance should be adopted on an urgency basis to preserve the public health, safety and welfare and ensure equitable application of the law. The perceived ambiguity in the CHMC can lead to inequitable application of the law. Specifically, a dog declared "potentially dangerous" could be released to an owner/resident that lives outside of the City limits if the owner/resident and IVHS agree to stipulated conditions, but could not be released to an owner/resident living within the city limits under the same circumstances. This is not the intent of the CHMC, and it needs to be corrected.

D. The establishment of an administrative hearing process is necessary and proper to ensure that pet owner/guardians are afforded due process within a reasonable period of time. The amendments contemplated by this Ordinance will correct ambiguities

in the CHMC and will ensure protection of the public health, safety, and welfare while simultaneously preserving the due process rights of dog owners/guardians.

SECTION 2. CEQA. The City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq. ("CEQA")) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3), and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 3. Section 6.04.140 of the CHMC is amended in its entirety to read as follows:

"6.04.140 – Exemptions from this title.

The provisions of this title shall not apply to animals or fowl in pet or animal shops or stores, or animals or fowl for training or research purposes at educational institutions or hospitals."

SECTION 4. Section 6.16.005 is added to read as follows:

"6.16.005 - Definitions.

Notwithstanding other definitions in this code, for the purposes of this chapter 6.16, unless otherwise apparent from the context, the words and phrases used in this chapter are defined as follows:

"Animal Control Officer" shall mean an animal control officer as defined in Penal Code § 830.9, authorized to perform any duties authorized pursuant to California State Law.

"Enforcing Officer" means the Humane Officer or an Animal Control Officer employed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.

"Humane Officer" shall mean a humane officer qualified pursuant to California Corporations Code § 14502, authorized to perform any duties authorized pursuant to California State Law."

SECTION 5. Section 6.16.050 of the CHMC is amended in its entirety to read as follows:

"6.16.050 - Dangerous animals.

A. No person shall own or keep any animal that is dangerous. An animal is considered dangerous when:

1. Unprovoked, it acts in an aggressive manner, or inflicts serious injury on or kills a human being;
2. Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal.

B. This section does not apply to dogs.”

SECTION 6. Section 6.16.055 is hereby added to the CHMC to read as follows:

“6.16.055 – Potentially dangerous and vicious dogs.

- A. Except as otherwise specified in this Title, Chapter 9 of Division 14 of the Food and Agricultural Code (commencing with Cal. Food & Agric. Code § 31601) is hereby adopted as the law and procedures to be followed in the City of Chino Hills for potentially dangerous and vicious dogs.
- B. ‘Potentially dangerous dog’ shall have the meaning set forth in Food and Agricultural Code § 31602.
- C. ‘Vicious dog’ shall have the meaning set forth in Food and Agricultural Code § 31603.”
- D. Pursuant to Section 31625 of the Food and Agricultural Code, if upon investigation it is determined by the Enforcing Officer that probable cause exists to believe the dog poses an immediate threat to public safety, then the Enforcing Officer may seize and impound the dog pending a hearing to determine if the dog is potentially dangerous or vicious.

SECTION 7. Section 6.16.060 of the CHMC is amended in its entirety to read as follows:

“6.16.060 – Hearing—Determinations.

- A. In accordance with Food and Agriculture Code Section 31621, the administrative hearing procedure set forth in this section shall be used for the purpose of determining whether an animal other than a dog should be declared dangerous and whether a dog should be declared potentially dangerous or vicious.
- B. If the Enforcing Officer or his or her representative has investigated and determined that there exists probable cause to believe that an animal other than a dog is dangerous, or that a dog is potentially dangerous or vicious, the animal may be impounded pending a hearing for the purpose of determining whether the animal in question should be declared dangerous, potentially dangerous, or vicious.

C. Administrative hearing procedure.

1. If an animal is impounded pending a hearing, the animal's owner/guardian shall, within five working days of the animal being impounded, be served with a notice of administrative hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
2. The notice of administrative hearing must set forth the time, date, and location of the administrative hearing, together with a statement of the reasons why the Enforcing Officer has determined probable cause exists to believe the animal is dangerous, potentially dangerous, or vicious.
3. The hearing must be held no less than five working days nor more than ten working days after service of notice upon the animal's owner/guardian.
4. The hearing officer shall be appointed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.
5. At the time set for the hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether there are sufficient grounds to declare the animal in question dangerous, potentially dangerous, or vicious. The hearing officer is authorized to administer oaths or affirmations under Code of Civil Procedure section 2093(a). The hearing officer may continue the hearing from time to time with the consent of the animal's owner/guardian.
6. The animal's owner/guardian may appear at the hearing and present oral and written evidence. Evidence may include, without limitation, witness testimony, documents, photographs, videos, or other similar evidence. Formal rules of evidence do not apply, but all evidence presented must be relevant and material to the issue of whether the animal in question should be declared dangerous, potentially dangerous or vicious. The owner/guardian may, at the owner/guardian's option, be represented by an attorney, as may the Enforcing Officer. The owner/guardian, Enforcing Officer, or their representatives, shall have the right to cross-examine any witness that testifies. If neither the animal owner/guardian nor a representative of the owner/guardian appear at the hearing, and the owner/guardian does not seek a continuance of the hearing, then the owner/guardian shall have been deemed to waive their right to a hearing and the Enforcing Officer's findings shall be adopted. The hearing shall be open to the public.

7. Within three business days of the conclusion of the hearing, the hearing officer shall issue a written decision. The hearing officer will give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The hearing officer's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

D. If the animal is determined to be dangerous, or a dog determined to be potentially dangerous or vicious, the owner/guardian of the animal or dog shall be liable for all costs and expenses of keeping the dog during impoundment and must pay such costs and expenses to the animal control enforcement agency.

SECTION 8. Section 6.16.070 of the CHMC is amended in its entirety to read as follows:

"6.16.070 – Appeals.

- A. The hearing officer's decision is appealable to the City Manager. An appeal must be made in writing and submitted to the City Clerk within 10 days after service of the hearing officer's decision. There is no fee for the appeal.
- B. Within three business days of receipt of a timely appeal, the City Clerk shall serve the animal's owner/guardian with notice of the appeal hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
- C. The notice of hearing must set forth the time, date, and location of the appeal hearing. The hearing on the appeal must be held no less than five working days and no more than ten working days after service of notice upon the animal's owner/guardian. The City Manager may hold the hearing sooner or continue the hearing from time to time with the consent of the animal's owner/guardian. The hearing shall be open to the public.
- D. The City Manager shall review the decision of the hearing officer, including, but not limited to, conditions imposed pursuant to Section 6.16.075, *de novo* and in accordance with the evidentiary procedures set forth in Section 6.16.060(C).
- E. Within three business days of the conclusion of the appeal hearing, the City Manager shall issue a written decision. The City Manager shall give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The City Manager's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

- G. Judicial Review. Judicial review of the City Manager's decision may be had by filing a written notice of appeal to the Superior Court in accordance with Section 31622 of the Food and Agriculture Code or other applicable law. Any such appeal must be filed within 30 days of service of the City Manager's decision."

SECTION 9. Section 6.16.075 is hereby added to the CHMC to read as follows:

"6.16.075 – Consequences of dangerous animal determination and potentially dangerous or vicious dog determination; removal of designation.

A. Dangerous animals other than dogs.

1. An animal other than a dog that has been determined to be dangerous by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court, as applicable, finds that release of the animal would pose a significant threat to the public health, safety, or welfare.
2. If it is determined that the animal found to be dangerous will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare.

B. Potentially dangerous dogs. The following conditions apply to a dog determined to be potentially dangerous:

1. The dog must be properly licensed, microchipped, vaccinated, and spayed/neutered at the owner/guardian's expense before it is released to the dog's owner/guardian. If the dog was not impounded, the dog owner/guardian must provide proof that the dog is licensed, microchipped, vaccinated, and spayed/neutered within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian. The animal control enforcement agency may include the designation in the registration records of the dog after the court or the hearing officer has determined that the designation applies to the dog.
2. The dog, while on the owner/guardian's property, must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot enter pursuant to Section 31642 of the Food and Agriculture Code and must comply with all applicable sections of the Food and Agriculture Code applicable to potentially dangerous dogs. The owner/guardian must post a sign stating that a

potentially dangerous dog lives at the residence. The owner/guardian must carry applicable liability insurance in an amount not less than \$100,000. The animal control enforcement agency must inspect and give written approval of the yard or enclosure before the dog is released to its owner/guardian. If the dog was not impounded, the animal control enforcement agency must inspect and give written approval of the yard or enclosure within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian.

3. The dog may be off the owner/guardian's premises only if it is muzzled and restrained by a substantial leash, not exceeding six feet in length, and if it is under the control of an adult capable of restraining and controlling the dog. At no time may the dog be left unattended while off the owner/guardian's premises.
4. The owner/custodian of a dog determined to be potentially dangerous must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner/guardian's, within 60 calendar days after release of the dog to the owner/custodian. The course must be approved by the animal control enforcement agency prior to the release of the dog. If the dog was not impounded, approval of the course by the animal control enforcement agency must be obtained within fourteen (14) calendar days after the decision declaring the dog to be potentially dangerous is served on the dog owner/custodian. The owner/guardian must provide proof of completion of the training within ten (10) days after completion of the course.
5. The owner/guardian of the dog shall notify the animal control enforcement agency immediately if the dog is at large or has committed an attack on any person or animal. If the dog no longer resides with the owner/guardian, or the dog is transferred to another person, the owner/guardian must advise the animal control enforcement agency of the dog's new location in writing under penalty of perjury and provide a copy of the administrative decision or court order declaring the dog to be potentially dangerous to the new owner and custodian.
6. The hearing officer, City Manager or Superior Court may impose other reasonable conditions that are necessary to protect the public health, safety, or welfare.

C. Vicious dogs.

1. A dog that has been determined to be vicious by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City

Manager, or Superior Court finds that release of the animal would pose a significant threat to the public health, safety, or welfare.

2. If it is determined that the dog found to be vicious will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare and in no event less restrictive than the conditions required for a potentially dangerous dog set forth in Section 6.16.075.B.
3. Pursuant to Food and Agriculture Code Section 31646, the owner or guardian of a dog determined to be vicious may be prohibited from owning, keeping, possessing, controlling, or having custody of any dog for a period of up to three years, if, after proceedings conducted pursuant to Section 6.16.060 of this code, it is found that ownership or possession of a dog by that person would create a significant threat to the public health, safety, or welfare.

D. Removal of Potentially Dangerous Dog Designation. If there are no additional instances of the behavior described in Food and Agriculture Code Section 31602 within a 36-month period from the date of designation as a potentially dangerous dog, the dog shall be removed from the list of potentially dangerous dogs. The dog may, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 36-month period if the owner/guardian of the dog demonstrates to the animal control enforcement agency's satisfaction that changes in circumstances or measures taken by the owner/guardian, such as training of the dog, have mitigated the risk to the public safety.

E. Compliance with Conditions and Consequences of Violation of Conditions.

1. The hearing officer, City Manager, or Superior Court who determined that a dog was potentially dangerous or vicious, or an animal other than a dog was dangerous, may schedule follow-up hearing dates to ensure compliance with all conditions imposed.
2. Consequences that may result from the failure of an owner/guardian of a dog, or an animal other than a dog, released after a hearing pursuant to Section 6.16.060, to comply with any of the conditions imposed under Section 6.16.075 include, but are not limited to, the following:
 - a. Removal of the dog, or animal other than a dog, if the Enforcing Officer determines that probable cause exists to believe the dog, or animal other than a dog, poses a threat to public safety while a civil action for injunctive relief is brought in Superior Court.

- b. A civil action for injunctive relief may be brought in Superior Court, which may include, but is not limited to, enjoining the person who violated the condition from owning or possessing the dog or animal other than a dog. If an injunction is ordered by Superior Court, all costs and expenses of keeping the dog or animal during impoundment will be charged to the owner/guardian. The filing and prosecution of an action for injunctive relief does not limit the authority or ability of the animal control enforcement agency to take any other action permitted by law;
- c. A violation of a condition following a determination that a dog is potentially dangerous, may result in the filing of an action to determine if the dog is vicious under Section 6.16.060.B.
- d. Criminal citations, fines or fees as authorized by law.”

SECTION 10. Interpretation. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11. Effect of Repeal. Repeal of any provision of the CHMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 12. Effect of Invalidation. If this Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the CHMC or other City Ordinance by this Ordinance will be rendered void and cause such previous CHMC provision or other City Ordinance to remain in full force and effect for all purposes.

SECTION 13. Preservation. Repeal or amendment of any previous code sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 14. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

SECTION 16. Declaration of Urgency. Based on the findings set forth in Section 1, this is an urgency ordinance adopted for the immediate preservation of the public peace, health, safety, and welfare. This Ordinance is adopted by a four-fifths vote and will become effective immediately upon adoption pursuant to Government Code section 36937(b).

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that Ordinance No. ____ was duly introduced at a regular meeting held September 12, 2023; and adopted at a regular meeting of the City Council held on the 12th of September 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

I, CHERYL BALZ, City Clerk of the City of Chino Hills further certify that summaries of the Ordinance were published on September XXth, 2023, and [month] XXst/rd/th, 20xx, in the Chino Hills Champion newspaper.

CHERYL BALZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHINO HILLS
AMENDING CHAPTERS 6.04 AND 6.16 OF TITLE 6 OF THE
CHINO HILLS MUNICIPAL CODE REGARDING
DANGEROUS ANIMALS, POTENTIALLY DANGEROUS
DOGS AND VICIOUS DOGS AND ESTABLISHING AN
ADMINISTRATIVE HEARING DETERMINATION PROCESS
AND FINDING THAT THE ORDINANCE IS NOT A PROJECT
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT

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

SECTION 1. The City Council finds and determines as follows:

A. The City of Chino Hills contracts with the Inland Valley Humane Society & S.P.C.A. ("IVHS") for public animal shelter and animal control services. IVHS staff has informed the City that it believes Title 6 of the Chino Hills Municipal Code ("CHMC") prevents IVHS from releasing to an owner/guardian residing within the City limits a dog that has been determined to be potentially dangerous or a menace, regardless of whether that owner/guardian and IVHS have agreed to stipulated conditions of release that will adequately protect the public. This is not the intent of the CHMC and the perceived ambiguities must be corrected.

B. Ever since the onset of the COVID-19 pandemic, there have been significant delays throughout the Superior Court system. The current CHMC relies on the courts to adjudicate the question of whether an animal should be declared dangerous or a menace. This is resulting in long wait times between impoundment and a final determination as to the animal's status. A local administrative hearing process is necessary to ensure that owners/guardians are afforded due process within a reasonable period of time.

C. In accordance with Government Code sections 36934 and 36937(b), the City Council finds that this Ordinance should be adopted to preserve the public health, safety and welfare and ensure equitable application of the law. The perceived ambiguity in the CHMC can lead to inequitable application of the law. Specifically, a dog declared "potentially dangerous" could be released to an owner/resident that lives outside of the City limits if the owner/resident and IVHS agree to stipulated conditions, but could not be released to an owner/resident living within the city limits under the same circumstances. This is not the intent of the CHMC, and it needs to be corrected.

D. The establishment of an administrative hearing process is necessary and proper to ensure that pet owner/guardians are afforded due process within a reasonable period of time. The amendments contemplated by this Ordinance will correct ambiguities in the CHMC and will ensure protection of the public health, safety, and welfare while simultaneously preserving the due process rights of dog owners/guardians.

SECTION 2. CEQA. The City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq. ("CEQA")) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3), and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 3. Section 6.04.140 of the CHMC is amended in its entirety to read as follows:

"6.04.140 – Exemptions from this title.

The provisions of this title shall not apply to animals or fowl in pet or animal shops or stores, or animals or fowl for training or research purposes at educational institutions or hospitals."

SECTION 4. Section 6.16.005 is added to read as follows:

"6.16.005 - Definitions.

Notwithstanding other definitions in this code, for the purposes of this chapter 6.16, unless otherwise apparent from the context, the words and phrases used in this chapter are defined as follows:

"Animal Control Officer" shall mean an animal control officer as defined in Penal Code § 830.9, authorized to perform any duties authorized pursuant to California State Law.

"Enforcing Officer" means the Humane Officer or an Animal Control Officer employed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.

"Humane Officer" shall mean a humane officer qualified pursuant to California Corporations Code § 14502, authorized to perform any duties authorized pursuant to California State Law."

SECTION 5. Section 6.16.050 of the CHMC is amended in its entirety to read as follows:

"6.16.050 - Dangerous animals.

A. No person shall own or keep any animal that is dangerous. An animal is considered dangerous when:

1. Unprovoked, it acts in an aggressive manner, or inflicts serious injury on or kills a human being;

2. Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal.

B. This section does not apply to dogs.”

SECTION 6. Section 6.16.055 is hereby added to the CHMC to read as follows:

“6.16.055 – Potentially dangerous and vicious dogs.

- A. Except as otherwise specified in this Title, Chapter 9 of Division 14 of the Food and Agricultural Code (commencing with Cal. Food & Agric. Code § 31601) is hereby adopted as the law and procedures to be followed in the City of Chino Hills for potentially dangerous and vicious dogs.
- B. ‘Potentially dangerous dog’ shall have the meaning set forth in Food and Agricultural Code § 31602.
- C. ‘Vicious dog’ shall have the meaning set forth in Food and Agricultural Code § 31603.”
- D. Pursuant to Section 31625 of the Food and Agricultural Code, if upon investigation it is determined by the Enforcing Officer that probable cause exists to believe the dog poses an immediate threat to public safety, then the Enforcing Officer may seize and impound the dog pending a hearing to determine if the dog is potentially dangerous or vicious.

SECTION 7. Section 6.16.060 of the CHMC is amended in its entirety to read as follows:

“6.16.060 – Hearing—Determinations.

- A. In accordance with Food and Agriculture Code Section 31621, the administrative hearing procedure set forth in this section shall be used for the purpose of determining whether an animal other than a dog should be declared dangerous and whether a dog should be declared potentially dangerous or vicious.
- B. If the Enforcing Officer or his or her representative has investigated and determined that there exists probable cause to believe that an animal other than a dog is dangerous, or that a dog is potentially dangerous or vicious, the animal may be impounded pending a hearing for the purpose of determining whether the animal in question should be declared dangerous, potentially dangerous, or vicious.
- C. Administrative hearing procedure.

1. If an animal is impounded pending a hearing, the animal's owner/guardian shall, within five working days of the animal being impounded, be served with a notice of administrative hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
2. The notice of administrative hearing must set forth the time, date, and location of the administrative hearing, together with a statement of the reasons why the Enforcing Officer has determined probable cause exists to believe the animal is dangerous, potentially dangerous, or vicious.
3. The hearing must be held no less than five working days nor more than ten working days after service of notice upon the animal's owner/guardian.
4. The hearing officer shall be appointed by the head of the animal control enforcement agency designated by resolution of the City Council pursuant to Section 6.04.010.
5. At the time set for the hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether there are sufficient grounds to declare the animal in question dangerous, potentially dangerous, or vicious. The hearing officer is authorized to administer oaths or affirmations under Code of Civil Procedure section 2093(a). The hearing officer may continue the hearing from time to time with the consent of the animal's owner/guardian.
6. The animal's owner/guardian may appear at the hearing and present oral and written evidence. Evidence may include, without limitation, witness testimony, documents, photographs, videos, or other similar evidence. Formal rules of evidence do not apply, but all evidence presented must be relevant and material to the issue of whether the animal in question should be declared dangerous, potentially dangerous or vicious. The owner/guardian may, at the owner/guardian's option, be represented by an attorney, as may the Enforcing Officer. The owner/guardian, Enforcing Officer, or their representatives, shall have the right to cross-examine any witness that testifies. If neither the animal owner/guardian nor a representative of the owner/guardian appear at the hearing, and the owner/guardian does not seek a continuance of the hearing, then the owner/guardian shall have been deemed to waive their right to a hearing and the Enforcing Officer's findings shall be adopted. The hearing shall be open to the public.

7. Within three business days of the conclusion of the hearing, the hearing officer shall issue a written decision. The hearing officer will give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The hearing officer's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

D. If the animal is determined to be dangerous, or a dog determined to be potentially dangerous or vicious, the owner/guardian of the animal or dog shall be liable for all costs and expenses of keeping the dog during impoundment and must pay such costs and expenses to the animal control enforcement agency.

SECTION 8. Section 6.16.070 of the CHMC is amended in its entirety to read as follows:

"6.16.070 – Appeals.

- A. The hearing officer's decision is appealable to the City Manager. An appeal must be made in writing and submitted to the City Clerk within 10 days after service of the hearing officer's decision. There is no fee for the appeal.
- B. Within three business days of receipt of a timely appeal, the City Clerk shall serve the animal's owner/guardian with notice of the appeal hearing. Notice may be served personally and/or by first class mail, postage prepaid. If notice is provided by mail, it shall be deemed effective on the third day after deposit in the U.S. Mail.
- C. The notice of hearing must set forth the time, date, and location of the appeal hearing. The hearing on the appeal must be held no less than five working days and no more than ten working days after service of notice upon the animal's owner/guardian. The City Manager may hold the hearing sooner or continue the hearing from time to time with the consent of the animal's owner/guardian. The hearing shall be open to the public.
- D. The City Manager shall review the decision of the hearing officer, including, but not limited to, conditions imposed pursuant to Section 6.16.075, *de novo* and in accordance with the evidentiary procedures set forth in Section 6.16.060(C).
- E. Within three business days of the conclusion of the appeal hearing, the City Manager shall issue a written decision. The City Manager shall give written notice of the decision to the animal's owner/guardian, either personally or by first class mail, postage prepaid. The City Manager's decision will be deemed served and final as of the date it is personally served or on the third day after it is deposited in the United States Mail, postage prepaid.

- G. Judicial Review. Judicial review of the City Manager's decision may be had by filing a written notice of appeal to the Superior Court in accordance with Section 31622 of the Food and Agriculture Code or other applicable law. Any such appeal must be filed within 30 days of service of the City Manager's decision."

SECTION 9. Section 6.16.075 is hereby added to the CHMC to read as follows:

"6.16.075 – Consequences of dangerous animal determination and potentially dangerous or vicious dog determination; removal of designation.

A. Dangerous animals other than dogs.

1. An animal other than a dog that has been determined to be dangerous by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City Manager, or Superior Court, as applicable, finds that release of the animal would pose a significant threat to the public health, safety, or welfare.
2. If it is determined that the animal found to be dangerous will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare.

B. Potentially dangerous dogs. The following conditions apply to a dog determined to be potentially dangerous:

1. The dog must be properly licensed, microchipped, vaccinated, and spayed/neutered at the owner/guardian's expense before it is released to the dog's owner/guardian. If the dog was not impounded, the dog owner/guardian must provide proof that the dog is licensed, microchipped, vaccinated, and spayed/neutered within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian. The animal control enforcement agency may include the designation in the registration records of the dog after the court or the hearing officer has determined that the designation applies to the dog.
2. The dog, while on the owner/guardian's property, must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot enter pursuant to Section 31642 of the Food and Agriculture Code and must comply with all applicable sections of the Food and Agriculture Code applicable to potentially dangerous dogs. The owner/guardian must post a sign stating that a

potentially dangerous dog lives at the residence. The owner/guardian must carry applicable liability insurance in an amount not less than \$100,000. The animal control enforcement agency must inspect and give written approval of the yard or enclosure before the dog is released to its owner/guardian. If the dog was not impounded, the animal control enforcement agency must inspect and give written approval of the yard or enclosure within 14 calendar days after the decision or court order declaring the dog to be potentially dangerous is served on the dog owner/guardian.

3. The dog may be off the owner/guardian's premises only if it is muzzled and restrained by a substantial leash, not exceeding six feet in length, and if it is under the control of an adult capable of restraining and controlling the dog. At no time may the dog be left unattended while off the owner/guardian's premises.
4. The owner/custodian of a dog determined to be potentially dangerous must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner/guardian's, within 60 calendar days after release of the dog to the owner/custodian. The course must be approved by the animal control enforcement agency prior to the release of the dog. If the dog was not impounded, approval of the course by the animal control enforcement agency must be obtained within fourteen (14) calendar days after the decision declaring the dog to be potentially dangerous is served on the dog owner/custodian. The owner/guardian must provide proof of completion of the training within ten (10) days after completion of the course.
5. The owner/guardian of the dog shall notify the animal control enforcement agency immediately if the dog is at large or has committed an attack on any person or animal. If the dog no longer resides with the owner/guardian, or the dog is transferred to another person, the owner/guardian must advise the animal control enforcement agency of the dog's new location in writing under penalty of perjury and provide a copy of the administrative decision or court order declaring the dog to be potentially dangerous to the new owner and custodian.
6. The hearing officer, City Manager or Superior Court may impose other reasonable conditions that are necessary to protect the public health, safety, or welfare.

C. Vicious dogs.

1. A dog that has been determined to be vicious by a hearing officer, or by the City Manager or Superior Court on appeal, may be euthanized by the animal control enforcement agency if the hearing officer, City

Manager, or Superior Court finds that release of the animal would pose a significant threat to the public health, safety, or welfare.

2. If it is determined that the dog found to be vicious will not be euthanized, the hearing officer, City Manager, or Superior Court must impose conditions on the owner/guardian that are deemed reasonably necessary to protect the public health, safety, or welfare and in no event less restrictive than the conditions required for a potentially dangerous dog set forth in Section 6.16.075.B.
3. Pursuant to Food and Agriculture Code Section 31646, the owner or guardian of a dog determined to be vicious may be prohibited from owning, keeping, possessing, controlling, or having custody of any dog for a period of up to three years, if, after proceedings conducted pursuant to Section 6.16.060 of this code, it is found that ownership or possession of a dog by that person would create a significant threat to the public health, safety, or welfare.

D. Removal of Potentially Dangerous Dog Designation. If there are no additional instances of the behavior described in Food and Agriculture Code Section 31602 within a 36-month period from the date of designation as a potentially dangerous dog, the dog shall be removed from the list of potentially dangerous dogs. The dog may, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 36-month period if the owner/guardian of the dog demonstrates to the animal control enforcement agency's satisfaction that changes in circumstances or measures taken by the owner/guardian, such as training of the dog, have mitigated the risk to the public safety.

E. Compliance with Conditions and Consequences of Violation of Conditions.

1. The hearing officer, City Manager, or Superior Court who determined that a dog was potentially dangerous or vicious, or an animal other than a dog was dangerous, may schedule follow-up hearing dates to ensure compliance with all conditions imposed.
2. Consequences that may result from the failure of an owner/guardian of a dog, or an animal other than a dog, released after a hearing pursuant to Section 6.16.060, to comply with any of the conditions imposed under Section 6.16.075 include, but are not limited to, the following:
 - a. Removal of the dog, or animal other than a dog, if the Enforcing Officer determines that probable cause exists to believe the dog, or animal other than a dog, poses a threat to public safety while a civil action for injunctive relief is brought in Superior Court.

- b. A civil action for injunctive relief may be brought in Superior Court, which may include, but is not limited to, enjoining the person who violated the condition from owning or possessing the dog or animal other than a dog. If an injunction is ordered by Superior Court, all costs and expenses of keeping the dog or animal during impoundment will be charged to the owner/guardian. The filing and prosecution of an action for injunctive relief does not limit the authority or ability of the animal control enforcement agency to take any other action permitted by law;
- c. A violation of a condition following a determination that a dog is potentially dangerous, may result in the filing of an action to determine if the dog is vicious under Section 6.16.060.B.
- d. Criminal citations, fines or fees as authorized by law.”

SECTION 10. Interpretation. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11. Effect of Repeal. Repeal of any provision of the CHMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 12. Effect of Invalidation. If this Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the CHMC or other City Ordinance by this Ordinance will be rendered void and cause such previous CHMC provision or other City Ordinance to remain in full force and effect for all purposes.

SECTION 13. Preservation. Repeal or amendment of any previous code sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 14. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that Ordinance No. ____ was duly introduced at a regular meeting held September 12th, 2023; and adopted at a regular meeting of the City Council held on the XXth of September 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

I, CHERYL BALZ, City Clerk of the City of Chino Hills further certify that summaries of the Ordinance were published on September XXth, 2023, and September XXst/rd/th, 2023, in the Chino Hills Champion newspaper.

CHERYL BALZ, CITY CLERK

RESOLUTION NO. 2023R-_____

A RESOLUTION OF THE CITY OF CHINO HILLS,
RATIFYING THE DESIGNATION OF AND EXPRESSLY
DESIGNATING INLAND VALLEY HUMANE SOCIETY &
S.P.C.A. AS THE PRIMARY ANIMAL CONTROL
ENFORCEMENT AGENCY FOR THE CITY OF CHINO
HILLS AND FINDING THIS RESOLUTION IS NOT A
PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT

WHEREAS, Chapter 6.04. General Provisions, Section 6.04.010 of the Chino Hills Municipal Code ("CHMC") states the City Council shall by resolution designate the primary enforcement agency for animal control laws, regulations, and the provision of Title 6 Animals; and

WHEREAS, the City of Chino Hills has contracted with Inland Valley Humane Society & S.P.C.A. ("IVHS") (formerly Pomona Valley Humane Society) since April 1, 1992 to serve as the City's animal control enforcement agency, entering into a contract with Pomona Valley Humane Society on March 3, 1992 and passing a resolution on March 24, 1992 which found that the City Council has contracted with Pomona Valley Humane Society for animal control services and adopting a fee schedule for Animal Control Services; and

WHEREAS, the City Council wishes to clear up any ambiguity by ratifying the prior designation of IVHS and expressly designating IVHS as the primary enforcement agency for animal control services for the City of Chino Hills.

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

SECTION 1. Ratification. The City Council ratifies the designation of the IVHS (formerly Pomona Valley Humane Society) as the City of Chino Hills' primary enforcement agency for animal control laws, regulations, and the provisions of Title 6 of the CHMC – Animals since April 1, 1992.

SECTION 2. Designation. The City Council designates the IVHS (formerly Pomona Valley Humane Society) as the City of Chino Hills' primary enforcement agency for animal control laws, regulations, and the provisions of Title 6 of the CHMC - Animals.

SECTION 3. CEQA. The City Council finds and determines that this resolution is not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq. ("CEQA")) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3), and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R-__ was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 17

SUBJECT: AWARD OF CONTRACT - CROSSROADS PARK PLAYGROUND RETROFIT AND PARKING LOT EXPANSION

RECOMMENDATION:

1. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2023-24 INCREASING THE CFD REGIONAL FUND BUDGET FOR THE CROSSROADS PARK PLAYGROUND RETROFIT AND PARKING LOT EXPANSION PROJECT BY \$762,750.
2. Find the bid of BWW & Company, Inc. to be non-responsive and reject it, waive the minor irregularity in the Pub Construction, Inc. bid, and award a contract to Pub Construction, Inc. in the amount of \$833,526.86 for the Crossroads Park Playground Retrofit and Parking Lot Expansion project.
3. Authorize the City Manager, at his discretion, to approve cumulative change orders up to 10% (\$83,352.69) of the awarded contract amount.
4. Determine the project to be exempt from review as a Class 1 (b) Categorical Exemption pursuant to Section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq.

BACKGROUND/ANALYSIS:

On June 13, 2023, the City Council approved the plans and specifications for the Crossroads Park Playground Retrofit and Parking Lot Expansion project and adopted Resolution No. 2023R-033 approving the design and authorizing staff to solicit bids for construction. The scope of work includes improvements to Crossroads Park including demolition of the existing playground equipment and installation of an all-inclusive playground, LED lighting, picnic tables, benches, pathway construction, and parking lot renovations at Crossroads Park adjacent to Chino Hills Parkway and Carbon Canyon Road (See Attachment 1 - Location Map).

On July 27, 2023, four bids were received and are summarized as follows:

CONTRACTORS	BID
BWW & Company, Inc.	\$798,801.79
Pub Construction, Inc.	\$833,526.86
R.E. Schultz	\$877,242.22
Kasa Construction	\$949,913.00

The contracts for competitively bid public projects must be awarded to the lowest responsible bidder that submits a responsive bid. On August 1, 2023, City staff received a timely written bid protest claimed by the apparent second lowest bidder, Pub Construction, Inc., protesting the apparent lowest bidder, BWB & Company, Inc. The protest cited three reasons: 1) writing the name of the bidder in lieu of the title as required on one of the certification pages, 2) 14 line items were calculated incorrectly which led to an overall Bid Price that deviated from the listed \$798,801.79 and would have resulted in a bid total of \$822,456.93 if correctly calculated, and 3) missing bid seals. While the City verified that BWB & Company has provided the required bid seals, and the listing of the name instead of the title might have been waived as a minor irregularity, the multiple mathematical errors led to an ambiguity in the total price that cannot be waived. In addition to the Bid Protest, City staff discovered BWB & Company Inc. did not list the required subcontractor percentages under Section 1.3.3.

Because of the ambiguity in the total bid price created by the mathematical errors and the failure to list the required subcontractor percentages, City staff recommends rejecting the lowest bidder, BWB & Company, Inc., as non-responsive.

Regarding the second lowest bidder, Pub Construction, Inc., City staff noticed a mistake in which Pub Construction, Inc. incorrectly listed the total instead of the unit price in one item. This is a mistake that is obvious and did not lead to ambiguity in the total price, so it can be waived. City staff recommends that the City Council waive this minor irregularity.

Staff received favorable reports from multiple references, including the cities of Anaheim, Irvine, and Inglewood regarding the work performed by Pub Construction, Inc. Staff recommends that the City Council award Pub Construction, Inc. a contract in the amount of \$833,526.86.

ENVIRONMENTAL (CEQA) REVIEW:

The project has been determined to be exempt as a Class 1(c) Categorical Exemption (existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities), pursuant to Section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq.

FISCAL IMPACT:

The total estimated cost for this project is as follows:

Item	Amount
Design Contract	\$47,225.00
Playground Equipment Purchase	\$104,003.65
Construction	\$833,526.86
Contingencies (10%)	\$83,352.69
Construction Management, Inspection and Testing	\$81,891.80
Total	\$1,150,000.00

The current Capital Improvement Program has \$387,250 budgeted for the Crossroads Park Playground Retrofit and Parking Lot Expansion project. Staff is requesting additional appropriations of \$762,750 from the CFD Regional Fund, which will decrease fund balance by \$762,750 and result in a total project budget of \$1,150,000. There is no impact on the General Fund with this item. The funding available for this project is as follows:


Project No.	Funding Source	Amount
PK22002	Proposition 68 Per Capita Grant	\$209,478.00
PK22002	General Fund	\$52,772.00
PK22002	General Fund (Chino Hills Community Foundation Donation)	\$125,000.00
	Total Approved Funding	\$387,250.00
	Additional Appropriation Request (CFD Regional Fund)	\$762,750.00
	Grand Total Project Funding	\$1,150,000.00


REVIEWED BY OTHERS:

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

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Resolution
Exhibit No. 1 - BA# 24B017
Attachment A - Location Map
Agreement

RESOLUTION NO. 2023R-__

A RESOLUTION OF THE CITY OF CHINO HILLS,
ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR
2023-24 INCREASING THE CFD REGIONAL FUND
BUDGET FOR THE CROSSROADS PARK PLAYGROUND
RETROFIT AND PARKING LOT EXPANSION PROJECT BY
\$762,750

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 14, 2023, to consider the Fiscal Year 2023-24 budget document, and adopted a budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. Budget Amendment No. 24B017 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

PETER J. ROGERS, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2023R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 12th day of September 2023, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 12th day of September 2023.

CHERYL BALZ, CITY CLERK



**CITY OF CHINO HILLS
BUDGET AMENDMENT
FISCAL YEAR 2023-24**

BA # 24B017

Description: Crossroad Park Playground Retrofit and
Parking Lot Expansion Project (PK22002)

Date: 9/12/2023

Requested by: Vivian Chou

Total Expend: \$ 762,750.00

Dept/Div: Public Works | CIP

Total Revenue: \$ -

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
PK22002-CFDRGNL	CFD Regional-Crossroad Pk Inclusive Play	\$ -	\$ 762,750.00	\$ 762,750.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

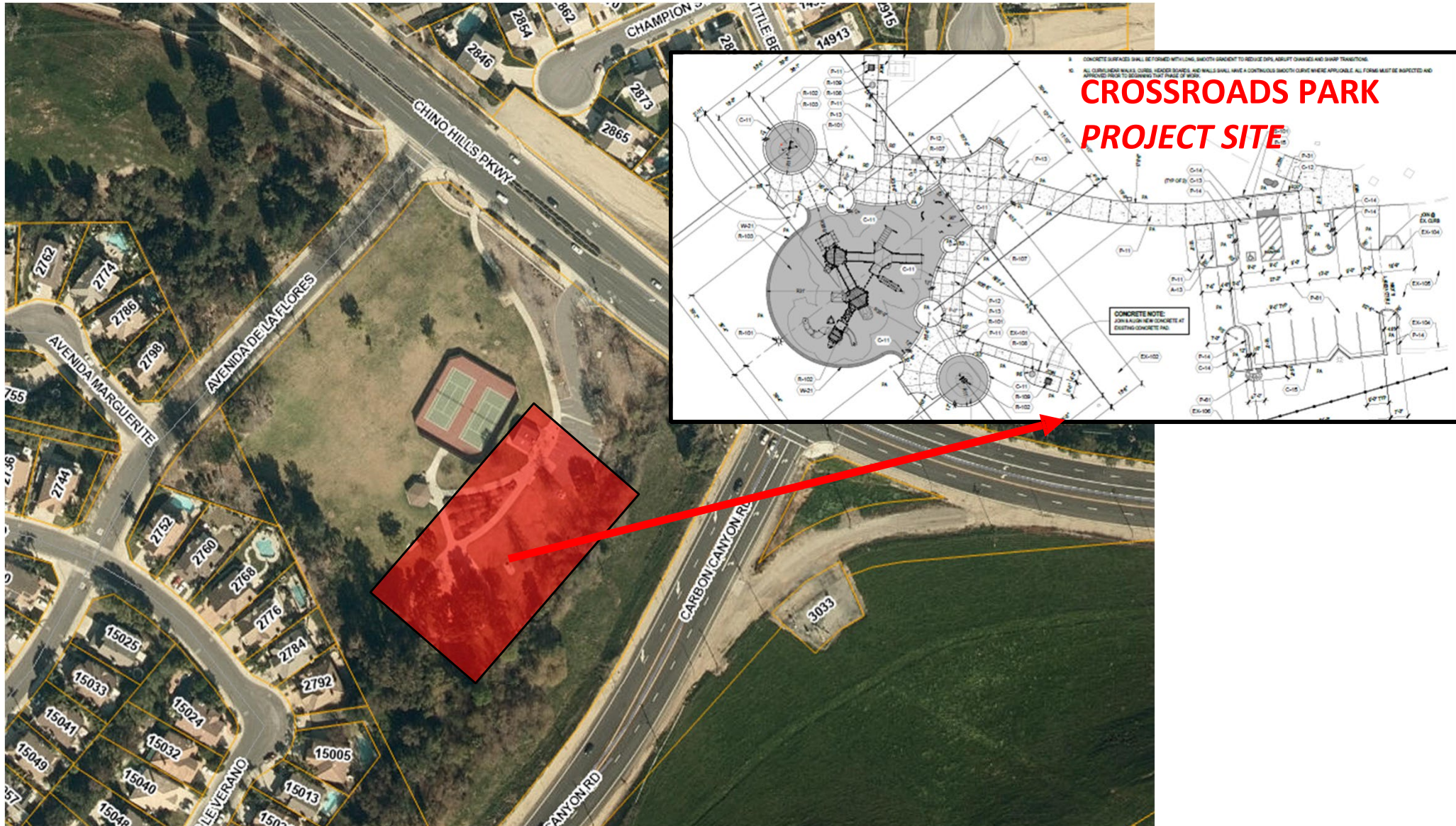
GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
				\$ -
				-
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To appropriate the CFD Regional Fund for construction cost of the Crossroad Park Playground Retrofit and Parking Lot Expansion project (PK22002).

CROSSROADS PARK PLAYGROUND RETROFIT & PARKING LOT EXPANSION

Attachment A – Location Map



**AGREEMENT NO.
PUBLIC WORKS AGREEMENT**

**CROSSROADS PARK PLAYGROUND RETROFIT & PARKING LOT EXPANSION
PROJECT NO. PK22002**

This AGREEMENT is entered into as of the date last signed below, by and between the CITY OF CHINO HILLS, a California municipal corporation and general law city ("the City") and PUB Construction, Inc., a California Corporation ("the Contractor").

1. WORK.

- 1.1 The Contractor will provide all work required by the Contract Documents (the "Work"). The Contractor agrees to do additional work if ordered by the City in accordance with the Contract Documents.
- 1.2 The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- 1.3 The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; incidentals for all work involved; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- 1.4 "Contract Documents" means this Contract and the following:
 - Notice Inviting Bids;
 - Instructions to Bidders;
 - Supplementary Instructions to Bidders;
 - Proposal;
 - Bid Bond;
 - Labor and Material Payment Bond (if applicable);
 - Performance Bond (if applicable);
 - Certificate of Insurance and Endorsements;
 - Document entitled, "Notice to Bidders, Proposal, Contract, and Special Provisions including appendices;
 - Standard Specifications For Public Works Construction, 2021 ed. ("Greenbook");
 - Supplementary Conditions (if applicable);
 - Exhibits (if applicable);
 - Technical Specifications (if applicable);
 - List of Drawings (if applicable);
 - Drawings (if applicable);
 - Project Design Plans (if applicable);
 - Standard Plans For Public Works Construction, 2021 ed. (SPPWC);

- City of Chino Hills Standard Drawing and Specifications;
- Addenda;
- Notice to Proceed;
- Change Orders and Work Change Directives (if applicable);
- Notice of Completion;
- Public Improvement Warranty Bond (if applicable); and
- All other documents identified in the Contract Documents, which together form the contract between the City and the Contractor for the Work.

The Contract Documents constitute the complete agreement between the City and the Contractor.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed **eight hundred thirty-three thousand, five hundred twenty-six dollars and eighty-six cents** (\$833,526.86) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents. Payment shall not be made more often than once every 30 days, nor shall an amount paid be in excess of 95 percent of the contract at the time of completion. Final payment will be made within 45 days after the project is accepted as complete by the City Council or City Manager. Contractor may, upon Contractor's written request, and if approved by the City Council or City Manager, at Contractor's expense, deposit substitute securities, as stated in Government Code section 16430, and as authorized by Public Contract Code section 22300, in lieu of retention monies withheld to ensure performance.
3. **SECURITIES.** Within 10 working days of the Contract date, the Contractor shall furnish a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company admitted and authorized to do business in California as such and satisfactory to the City. Upon filing the Notice of Completion, Contractor shall be required to maintain a labor and material payment bond for a period of seven (7) months. Additionally, the faithful performance bond amount shall be reduced to an amount equal to fifteen percent (15%) of the contract price and shall remain in effect until the end of all warranty periods set forth in the Contract Documents, or, if no warranty period is specified, for a period of twelve (12) months after filing of the Notice of Completion. (Note: Securities are not required if contract amount is less than \$25,000.) To the extent that the requirements set forth in Section 1-7.2 of the Greenbook do not conflict with this section, the requirements of Section 1-7.2 apply to this Agreement.
4. **INDEMNIFICATION AND DEFENSE.** The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever. Contractor agrees to indemnify, defend, and hold the City, its employees, agents, officials, officers, volunteers, and engineer (collectively,

“Indemnitees”) harmless against any and all claims arising from Contractor’s acts or omissions and for any costs or expenses incurred by the City, or its agents, officers, officials, volunteers and employees, or engineer on account of any claim therefore. Contractor’s obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of indemnitees, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where an Indemnatee is shown to have been actively negligent and where Indemnatee’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the Indemnatee. In accordance with Civil Code § 2782, nothing in this section will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, the provisions concerning indemnification. No act by the City, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have. This provision shall survive the termination of this Agreement.

5. INSURANCE. Contractor must secure and maintain throughout the term of the Agreement the types of insurance coverage and corresponding policy limits detailed in the attached **EXHIBIT A – INSURANCE REQUIREMENTS**, incorporated hereon into this Agreement by this reference.

6. TIME FOR PERFORMANCE.

- 6.1 The Contractor will fully complete the Work within **sixty-five (65) working days** (the “Contract Time”).
- 6.2 The Contract Time will commence when the City issues a Notice to Proceed. The Contract Documents will supersede any conflicting provisions included on the Notice to Proceed issued pursuant to this Contract.
- 6.3 The Contractor may not perform any Work until the City gives the Contractor a signed Notice to Proceed. The Contractor shall commence the work required by this Agreement within 10 calendar days of the date specified in the Notice to Proceed.

6.4 By signing this Agreement, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.

6.5 Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

7. LIQUIDATED DAMAGES. City and Contractor have discussed the provisions of Government Code section 53069.85 and the damages that may be incurred by the City if the Work is not completed within the time specified in this Agreement. The City and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of working days allowed. Accordingly, City and Contractor agree that the sum of one-thousand dollars (\$1,000) per calendar day is a reasonable sum to assess as damages incurred by the City by reason of the failure of Contractor to complete the Work within the time specified. Such sum is liquidated damages, shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

8. SUBSTITUTION OF SUBCONTRACTORS; COSTS. Contractor hereby agrees to reimburse the City for costs incurred by the City in the substitution of subcontractors. Where a hearing is held by the awarding authority or duly appointed hearing officer pursuant to the provisions of Chapter 4, Part 1, Division 2 of the Public Contract Code (commencing with Section 4100), the Clerk of the City of Chino Hills shall prepare and certify a statement of all costs incurred by the City for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the Contractor, who shall reimburse the City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the Contractor prior to acceptance of the project. Any substituted subcontractor must agree to the original prices in this Agreement.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

10. TAXPAYER IDENTIFICATION NUMBER. The Contractor will provide the City with a Taxpayer Identification Number.

11. PERMITS AND LICENSES. Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work. Prior to the award of contract, the Contractor must obtain a City Business License. Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that it has the appropriate

contractor's license to pursue the work required hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this Agreement, or any period thereof, shall be, in addition to any and all other remedies or other consequences provided by law, cause for the immediate and summary termination of this Agreement by the City. Contractor shall be liable for all City's costs to complete the work under this Agreement.

12. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired but will deliver all original materials to the City upon the City's written notice.

13. INDEPENDENT CONTRACTOR. The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Agreement that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.

14. AUDIT OF RECORDS. The Contractor will maintain full and accurate records with respect to all services and matters covered under this Agreement. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

15. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below::

The City
City of Chino Hills
Attention: City Clerk
14000 City Center Drive
Chino Hills, CA 91709
Email: cityclerk@chinohills.org

The Contractor
PUB Construction, Inc.
Attention: Chris Yi, President
23545 Palomino Dr. Ste 104
Diamond Bar, CA 91765
Email: chris.yi@pubconstruction.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving written notice in the manner prescribed in this paragraph.

16. NO THIRD-PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Agreement.

17. INTERPRETATION. This Agreement was drafted in the State of California and will be construed in accordance with the laws of the State of California. The exclusive venue for any action involving this Agreement will be in San Bernardino County. This Agreement has been negotiated and prepared by the parties and their respective counsel. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

18. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contracts Code §§ 9204, 10240-10240.13. If no Security is provided pursuant to Section 3 of this Agreement (because the Contract Sum in Section 2 of this Agreement is less than \$25,000), then Section 6-7 of the Greenbook shall be read to remove any requirement to notify its Surety and Section 6-7.4 and 6-7.5 are deleted.

19. EFFECT OF CONFLICT. In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed in the Special Provisions.

20. SEVERABILITY. If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

21. AUTHORITY. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

22. MODIFICATION. The agreement set forth in the Contract Documents contains the final, entire, and exclusive agreement between the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing signed by the parties. The

City's Mayor or the City Manager may execute any such amendment or modification on the City's behalf.

23. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

24. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

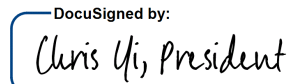
26. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year last signed below.

CITY OF CHINO HILLS

PUB CONSTRUCTION, INC.

Peter J. Rogers
Mayor

DocuSigned by:

 14DE69951D444B0

(Signature)

ATTEST:

 chris yi, President
(Printed Name/Title)

Cheryl Balz
City Clerk

 8/30/2023
(Date)

(Date)

(Signature)

APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)

EXHIBIT A
INSURANCE REQUIREMENTS

Subsection 5-4, Insurance, of the Standard Specifications For Public Works Construction, latest ed. ("Greenbook"), is deleted in its entirety and replaced by the following subsections:

INSURANCE. Contractor must procure and maintain for the duration of the contract the following insurance coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

<u>COVERAGES/ TYPE OF INSURANCE</u>	<u>LIMITS*</u>
1. Commercial General Liability: a) Each Occurrence b) Aggregate	 \$5,000,000 \$10,000,000
2. Automobile Liability: a) Combined Single Limit (Each Accident)	 \$5,000,000
3. Workers Compensation: a) Each Accident	 \$1,000,000

**The city has the option to increase the limits as required for more complex and major waterworks, sanitation, and road pavement projects.*

Within ten calendar days of the Contract date, Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers. The policy shall provide coverage for ongoing and completed operations.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will 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.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees, volunteers, contractors, agents and subcontractors for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709
Email: cityclerk@chinohills.org

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims-made basis will be rejected. Any deductibles or self-insured retentions must be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other

evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements must be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, the policies furnished by the Contractor shall be issued by an insurance company authorized by the Insurance Commissioner to transact business in the State of California. The insurance company shall have a policy holder rating of "A-" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's. Worker's compensation insurance policies must meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

The policies shall be endorsed to provide that the insurer waives all rights of subrogation against the City, its officers, officials, employees, volunteers, contractors, subcontractors, agents and representatives.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).



City Manager

MEMORANDUM

DATE: SEPTEMBER 7, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BENJAMIN MONTGOMERY, CITY MANAGER *BM*

RE: **PLANNING COMMISSION ACTION REGARDING AGENDA ITEM NO. 3 – SHADY VIEW RESIDENTIAL PROJECT – ADDENDUM NO. 1 TO THE FINAL ENVIRONMENTAL IMPACT REPORT**

At their meeting on September 5, 2023, staff presented to the Planning Commission (Commission) an addendum to the Final Environmental Impact Report (EIR) certified for the Shady View Residential Project (SCH No. 2021060576). The addendum has been prepared to evaluate the potential impacts of project implementation on the Crotch's bumble bee, which, with the implementation of mitigation measures already adopted in the EIR, were determined to be less than significant. No changes or modifications to the approved project are proposed.

On September 6, 2022, the Commission approved the Shady View Residential Project for the development of a single-family residential subdivision, consisting of 159 single-family residential homes, a community recreation center, private interior streets, storm drain debris basins, utility infrastructure, and other associated improvements. Additionally, the project includes approximately 80.8 acres of homeowners' association-maintained open space, the demolition of an existing oil storage tank facility, and the construction of a replacement oil storage tank facility. The project consists of four main components: (1) residential development; (2) oil tank removal and construction; (3) amenities and open space; and (4) access, circulation, and parking.

One member of the public provided testimony and asked questions regarding the project. Tom (last name not provided), a resident of the Mystic Canyon neighborhood, noted that while he did not have any specific concerns regarding the bumble bee, he was concerned about the relocation of the oil storage tank facility to the northwest corner of the project area and its potential impacts to the existing residential community. The Commission advised the speaker that the oil storage tank facility was evaluated during the environmental review for the overall project, which was considered previously, and further information may be obtained from staff.

By a unanimous 4-0 vote (Commissioner Blum recused himself), the Commission adopted the first addendum to the EIR for the Shady View Residential Project.

Should you have any questions, please feel free to contact me or Community Development Director Nicholas Liguori at (909) 364-2741.

BM:NL:rg



PLANNING COMMISSION AGENDA STAFF REPORT

Meeting Date: September 5, 2023

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

Agenda Item No.: 3

TO: CHAIR AND PLANNING COMMISSIONERS

FROM: NICHOLAS LIGUORI, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SHADY VIEW RESIDENTIAL PROJECT – ADDENDUM NO. 1 TO THE FINAL ENVIRONMENTAL IMPACT REPORT

EXECUTIVE SUMMARY

TH Shady View LLC (the Applicant) requests the adoption of an addendum to the Final Environmental Impact Report (FEIR) certified for the Shady View Residential Project (SCH No. 2021060576). The addendum has been prepared to evaluate the potential impacts of project implementation on the Crotch's bumble bee, which, with the implementation of mitigation measures already adopted in the FEIR, were determined to be less than significant. No changes or modifications to the approved project are proposed.

RECOMMENDATION

That the Planning Commission adopt a Resolution entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS ADOPTING ADDENDUM NO. 1 TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR THE SHADY VIEW RESIDENTIAL PROJECT (SCH NO. 2021060576).

BACKGROUND/ANALYSIS

On September 6, 2022, the Planning Commission certified the Final Environmental Impact Report, adopted Findings of Fact and a Statement of Overriding Considerations, adopted a Mitigation Monitoring and Reporting Program, and approved the Shady View Residential Project. The project consists of Tentative Tract Map No. 20317 and Tract Home Design Review No. 474 to develop a single-family residential subdivision consisting of 159 homes on an approximately 130-acre property located at the southern termini of Shady View Drive and Via La Cresta. Conditional Use Permit No. 19CUP06, for which Optima Conservation Resources Exploration, LLC, was a joint applicant, was approved for the demolition of an existing oil storage tank facility that serves oil wells on nearby properties and the construction of a replacement facility in the northwestern area of the property. The subdivision will consist of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, private utility infrastructure, and other associated improvements. Additionally, the project includes approximately 80.8 acres of homeowners' association-maintained open space. Residential lot sizes within the proposed subdivision range from 7,200 square feet to 14,273 square feet, with an average lot size of

approximately 8,808 square feet and a median lot size of approximately 8,243 square feet. The 159 single-family homes will range in size from 2,381 square feet to 3,888 square feet and provide between three and six bedrooms, and three to four-and-a-half bathrooms. Of the 159 single family homes, 56 will be single-story, including 14 homes that are primarily single-story with a loft and one bedroom on a second floor. Each home will be provided with a two- or three-car garage and a driveway providing at least two additional onsite parking spaces.

In June 2019, the California Fish and Game Commission classified the Crotch's bumble bee (*Bombus crotchii*) as a candidate endangered species under the California Endangered Species Act (CESA). However, the classification was challenged and the Superior Court ruled in November 2020 that insects are not eligible for listing under the CESA. During this same period, the City was preparing the Draft EIR for the Shady View Residential Project. Field surveys performed by HELIX Environmental in 2020 and 2021 did not observe the Crotch's bumble bee (bumble bee) within the project area. Based on the ruling by the Superior Court and the bumble bee's apparent absence from the project area, the City determined that the discussion of the bumble bee would be omitted from the Draft EIR. The Draft EIR was circulated for public review and comment between May 27, 2022, and July 11, 2022. On May 31, 2022, during this public review period for the Draft EIR, a subsequent court decision overturned the previous ruling, determining that invertebrates (including insects) qualified for protection under the CESA. The City did not receive any comments on the Draft EIR relative to the bumble bee and the Final EIR was certified on September 6, 2022.

To mitigate impacts to jurisdictional waters, and in accordance with Mitigation Measure BIO-5 Jurisdictional Resources, the applicant submitted a regulatory permit application for a Streambed Alteration Agreement (SAA) to the California Department of Fish and Wildlife (CDFW). The SAA was issued by the CDFW on March 8, 2023, and contains 18 Avoidance and Minimization Measures intended to minimize impacts to sensitive species and resources. One of these avoidance measures required preconstruction surveys for the bumble bee. Two bumble bee surveys were conducted in June 2023 and the bumble bees were detected within the project area during both surveys. Due to the presence of the bumble bees within the project area, the applicant is required to obtain an Incidental Take Permit from CDFW prior to any disturbance of the site. As part of this permitting process, CDFW is requiring the preparation of an analysis of potential impacts to the bumble bee pursuant to the California Environmental Quality Act (CEQA). For this purpose, the first Addendum to the Final EIR for the Shady View Residential Project has been prepared, as further discussed in the Environmental Determination section of this report.

ENVIRONMENTAL DETERMINATION

An Environmental Impact Report (SCH #2021060576) was prepared for the project in compliance with Article 7 of the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for implementing CEQA. The EIR identifies potentially significant impacts in the following California Environmental Quality Act (CEQA) environmental issue areas: air quality, biological resources, cultural and tribal cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, transportation, and wildfire. As described in the EIR, all but one of these impacts can be fully mitigated, with one impact remaining significant and unavoidable

(transportation effects regarding Vehicle Miles Traveled [VMT]). On September 6, 2022, the Planning Commission certified the Final Environmental Impact Report, adopted Findings of Fact and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program for the Shady View Residential Project.

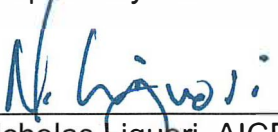
As further discussed in the Background/Analysis section of this report, it is necessary to analyze the potential impacts of project development on the bumble bee pursuant to CEQA. Development of the project has the potential to directly impact the bumble bee by killing, injuring, or disturbing individual bumble bees during project construction and to indirectly impact the bumble bee species through the permanent loss of up to 85 acres of habitat and potentially suitable habitat area. However, a large portion of the area will be preserved and approximately 45 acres will be revegetated with plant species that will provide new habitat and nectar sources suitable for the bumble bee. Additionally, the bumble bee inhabits a similar habitat to the California coastal gnatcatcher, which were identified within the project area and for which mitigation was required in the Final EIR. Mitigation Measure BIO-4 Coastal California Gnatcatcher requires the project to offset impacts to the California coastal gnatcatcher through the preservation, enhancement, restoration, and/or creation of suitable habitat area. Mitigation for the impacts to the bumble bee would be identical to this adopted mitigation measure for the California coastal gnatcatcher. Therefore, with the implementation of the adopted mitigation measure, the project's potential impact to the bumble bee would be less than significant.

The project description and environmental setting have not changed from what was proposed, described, and analyzed in the certified EIR. Potential impacts to the bumble bee will be less than significant with the implementation of mitigation measures already adopted in the certified EIR. Pursuant to Section 15162 of the CEQA Guidelines, none of the conditions necessitating the preparation of a subsequent or supplemental EIR have occurred. Therefore, the preparation and adoption of an addendum to the certified EIR, pursuant to Section 15164 of the CEQA Guidelines, is the appropriate environmental documentation.

PUBLIC NOTICE AND PUBLIC COMMENTS

Notice of the public meeting of the Planning Commission were mailed to property owners within a 300-foot radius of the project site on August 25, 2023. Staff has not received any comment letters as of the writing of this report.

Respectfully submitted,



Nicholas Liguri, AICP
Community Development Director

Prepared by:

 For

Ryan Gackstetter
Senior Planner

Attachments:

- Resolution – CEQA
- Addendum No. 1 to the Final Environmental Impact Report
- Affidavit of Mailing

RESOLUTION NO. PC 2023-

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF CHINO HILLS ADOPTING ADDENDUM NO. 1
TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT
REPORT (FEIR) FOR THE SHADY VIEW RESIDENTIAL
PROJECT (SCH NO. 2021060576)

THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission does hereby make the following findings
of fact:

- A. On September 6, 2022, the Planning Commission certified the Final Environmental Impact Report, adopted Findings of Fact and a Statement of Overriding Considerations, adopted a Mitigation Monitoring and Reporting Program, and approved the Shady View Residential Project (the "Project").
- B. The Project consists of Tentative Tract Map No. 20317 and Tract Home Design Review No. 474 to develop a single-family residential subdivision consisting of 159 homes on an approximately 130-acre property located at the southern termini of Shady View Drive and Via La Cresta.
- C. The subdivision will consist of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, private utility infrastructure, and other associated improvements. Additionally, the project includes approximately 80.8 acres of homeowners' association-maintained open space.
- D. In June 2019, the California Fish and Game Commission classified the Crotch's bumble bee (*Bombus crotchii*) as a candidate endangered species under the California Endangered Species Act (CESA). However, the classification was challenged, and the Superior Court ruled in November 2020 that insects are not eligible for listing under the CESA. During this same period, the City was preparing the Draft EIR for the Shady View Residential Project. Field surveys performed by HELIX Environmental in 2020 and 2021 did not observe the Crotch's bumble bee (bumble bee) within the project area. Based on the ruling by the Superior Court and the bumble bee's apparent absence from the project area, the City determined that the discussion of the bumble bee would be omitted from the Draft EIR.
- E. The Draft EIR was circulated for public review and comment between May 27, 2022, and July 11, 2022. On May 31, 2022, during this public review period for the Draft EIR, a subsequent court decision overturned the

previous ruling, determining that invertebrates (including insects) qualified for protection under the CESA. The City did not receive any comments on the Draft EIR relative to the bumble bee and the Final EIR was certified on September 6, 2022.

- F. To mitigate impacts to jurisdictional waters, and in accordance with Mitigation Measure BIO-5 Jurisdictional Resources, the applicant submitted a regulatory permit application for a Streambed Alteration Agreement (SAA) to the California Department of Fish and Wildlife (CDFW). The SAA was issued by the CDFW on March 8, 2023, and contains 18 Avoidance and Minimization Measures intended to minimize impacts to sensitive species and resources. One of these avoidance measures required preconstruction surveys for the bumble bee.
- G. Two bumble bee surveys were conducted in June 2023 and the bumble bees were detected within the project area during both surveys. Due to the presence of the bumble bees within the project area, the applicant is required to obtain an Incidental Take Permit from CDFW prior to any disturbance of the site.
- H. As part of this permitting process, CDFW is requiring the preparation of an analysis of potential impacts to the bumble bee pursuant to the California Environmental Quality Act (CEQA). For this purpose, the first Addendum to the Final EIR for the Shady View Residential Project has been prepared.
- I. It is necessary to analyze the potential impacts of project development on the bumble bee pursuant to CEQA. Development of the project has the potential to directly impact the bumble bee by killing, injuring, or disturbing individual bumble bees during project construction and to indirectly impact the bumble bee species through the permanent loss of up to 85 acres of habitat and potentially suitable habitat area. However, a large portion of the area will be preserved and approximately 45 acres will be revegetated with plant species that will provide new habitat and nectar sources suitable for the bumble bee. Additionally, the bumble bee inhabits a similar habitat to the California coastal gnatcatcher, which were identified within the project area and for which mitigation was required in the Final EIR. Mitigation Measure BIO-4 Coastal California Gnatcatcher requires the project to offset impacts to the California coastal gnatcatcher through the preservation, enhancement, restoration, and/or creation of suitable habitat area. Mitigation for the impacts to the bumble bee would be identical to this adopted mitigation measure for the California coastal gnatcatcher. Therefore, with the implementation of the adopted mitigation measure, the project's potential impact to the bumble bee would be less than significant.

J. The project description and environmental setting have not changed from what was proposed, described, and analyzed in the certified EIR. Potential impacts to the bumble bee will be less than significant with the implementation of mitigation measures already adopted in the certified EIR. Pursuant to Section 15162 of the CEQA Guidelines, none of the conditions necessitating the preparation of a subsequent or supplemental EIR have occurred. Therefore, the preparation and adoption of an addendum to the certified EIR, pursuant to Section 15164(a) of the CEQA Guidelines, is the appropriate environmental documentation.

K. Notice of the Planning Commission meeting was mailed to property owners within a 300-foot radius of the project site on August 25, 2023.

SECTION 2. Action. Based upon the findings of fact in Section 1, substantial evidence in the record, including oral and written staff reports, testimony and other evidence received at the Commission's September 5, 2023 regular meeting, and upon studies and investigations made by the Planning Commission and on its behalf, the Planning Commission does hereby adopt the attached Addendum No. 1 to the Certified Environmental Impact Report for the Shady View Residential Project, incorporated herein by this reference. The Addendum reflects the independent judgment and analysis of the Planning Commission of the City of Chino Hills.

SECTION 3. The Secretary of the Chino Hills Planning Commission shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of September 2023.

MICHAEL STOVER, CHAIR

ATTEST:

EMILY ORTIZ
SECRETARY

APPROVED AS TO FORM:

ELIZABETH M. CALCIANO
ASSISTANT CITY ATTORNEY

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

I, Emily Ortiz, Secretary of the Chino Hills Planning Commission, DO HEREBY CERTIFY that the foregoing Resolution No. PC 2023-____ was duly passed and adopted at a regular meeting of the Chino Hills Planning Commission held on the 5th day of September, 2023, by the following roll call vote, to wit:

AYES: COMMISSION MEMBERS:

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

EMILY ORTIZ
SECRETARY

Shady View Residential Project

Addendum 1 to the

Final Environmental Impact Report

SCH NO. 2021060576



LEAD AGENCY:

City of Chino Hills

Community Development Department
14000 City Center Drive
Chino Hills, CA 91709

PREPARED BY:

VCS Environmental

30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, California 92675

August 2023

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LIST OF FIGURES

Figure 1	Crotch’s Bumble Bee Sightings Map.....	(Figure occurs at end of document)
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LIST OF ATTACHMENTS

Attachment A – CDFW Streambed Alteration Agreement (EPIMS-SBR-31909-R6)
Attachment B – CDFW Incidental Take Permit Application Incomplete Letter

1.0 INTRODUCTION

1.1 Description of Approved Project

The Shady View Residential Project proposes the development of a single-family residential subdivision (Project). The proposed subdivision would consist of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, utility infrastructure, and other associated improvements. Additionally, the Project includes approximately 80.8 acres of homeowners' association-maintained open space. The proposed Project is designed to be consistent with the City of Chino Hills General Plan and Chino Hills Zoning Code. The existing General Plan land use designation is split between two residential land uses, Agriculture Ranch and Low Density Residential. In addition, the zoning for the property is split between two residential zoning districts, R-S Low Density Residential and R-A Agriculture/Ranches. The location of the split occurs at the same location for both land use and zoning. As proposed, all residential development would occur in the Low-Density Residential land use designated, R-S zoned portion of the site. The Project consists of four main components: (1) residential development; (2) oil tank removal and construction; (3) amenities and open space; and (4) access, circulation, and parking.

1.2 Purpose of Addendum 1

The Shady View Residential Project Final Environmental Impact Report (SCH No. 2021060576), dated August 2022 (EIR), was adopted and certified by the City of Chino Hills in September 2022. Field surveys conducted for the EIR by Helix Environmental noted that Crotch's bumblebees were not incidentally observed during field surveys conducted in 2020 or 2021. Subsequently, and in accordance with the Project's adopted Mitigation Monitoring and Reporting Program (MMRP), mitigation measure *MM-BIO-5 Jurisdictional Resources*, the Project Applicant submitted a regulatory permit application for a Streambed Alteration Agreement (SAA) to the California Department of Fish and Wildlife (CDFW) for mitigating impacts to jurisdictional Waters of the State. CDFW issued the SAA (reference number EPIMS-SBR-31909-R6) on March 8, 2023 (Attachment A). The SAA contains 18 *Avoidance and Minimization Measures* in Section 2.0, one of which requires preconstruction surveys for Crotch's bumble bee (*B. crotchii* or "Bee"), and if detected during the surveys, requires a CDFW Incidental Take Permit (ITP). This measure 2.9 is excerpted and provided below for reference:

2.9 Crotch's Bumble Bee. The Designated Biologist(s) shall conduct focused surveys within one year prior to vegetation removal and/or grading for the presence/absence of Crotch's bumble bee. Surveys shall be conducted during flying season when the species is most likely to be detected above ground, between March 1 to September 1, by an approved Designated Biologist, familiar with Crotch's bumble bee behavior and life history. Surveys shall be conducted within the Project site and areas adjacent to the Project site where suitable habitat exists. Survey results including negative findings shall be submitted to CDFW 30 days prior to Project-related vegetation removal and/or ground-disturbing activities. If the species is identified onsite, Permittee shall apply for an ITP and obtain "take" coverage prior to the initiation of project activities.

Pursuant to the SAA requirement 2.9, two Bee surveys were conducted in June, 2023. Bees were detected on June 5 and June 18 and the Project site was, therefore, determined occupied by the Bee (Figure 1, *Crotch's Bumble Bee Sightings Map*).

Preliminary results of the Bee surveys were submitted to CDFW on June 10, 2023. An ITP application was also prepared and submitted to CDFW on June 22, 2023. CDFW reviewed the application and issued an “incomplete” application status letter on July 13, 2023, requesting additional information (Attachment B). Within the status letter, CDFW requested a CEQA analysis in connection with the ITP application, and based on CEQA Guidelines 15162, the City, as lead agency, has prepared this Addendum 1 to the previously-certified EIR for the proposed Project. No changes to the Description of the Approved Project provided above in Section 1.1 have since occurred that deviate from the description provided in the certified EIR; therefore, this Addendum 1 focuses solely on the biological impacts and mitigation related to the Bee.

1.3 Need for Addendum 1

The California Natural Diversity Database (CNDDDB) tracks 6 bumble bees (*Bombus sp.*) that are identified as species of greatest conservation need. Four of these bumble bees, including the Crotch’s bumble bee (*B. crotchii* or “Bee”), were petitioned to the State of California in 2018 and the Fish and Game Commission advanced them to a Candidate Endangered species under the CESA in June 2019. The Crotch’s bumble bee has a historic range that covers the Project site. The advanced candidacy of the Bee was challenged in court, and in November 2020 the Superior Court ruled that insects are not eligible for listing under CESA. It was at this time the Project’s Draft EIR was under preparation and the City made the determination to remove discussion of the Bee from the Project’s Draft EIR based on the ruling made in *Almond Alliance et al. v. California Fish and Game Commission*. The Draft EIR was circulated for public review and comment between May 27, 2022 and July 11, 2022. A subsequent legal challenge of CESA’s definition of a fish as “a wild fish, mollusk, crustacean, invertebrate, amphibian, or part, spawn, or ovum of any of those animals” was eventually overruled on May 31, 2022 after the Draft EIR public circulation period had started, because (according to the ruling) the explicit intent was for all invertebrates (therefore including insects) to be qualified for protection under this legal definition. No comments were received on the Draft EIR related to the Bee and the Final EIR was certified in September 2022.

1.4 Basis for an Addendum

CEQA Guidelines Section 15164 allows for the preparation of an Addendum to a certified EIR, “if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent or supplemental EIR have occurred.” CEQA Guidelines Section 15162 identifies the following conditions that would require preparation of a subsequent EIR described in CEQA Guidelines Section 15162 or preparation of a supplemental EIR described in CEQA Guidelines Section 15163:

- 1) Substantial changes in the project are proposed which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of EIR certification, shows any of the following:
- A. The project will have one or more significant effects not discussed in the EIR and will result in impacts substantially more severe than those disclosed in the EIR.
 - B. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative;
 - C. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - D. Mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

The Addendum need not be circulated for public review (CEQA Guidelines Section 15164[c]); however, an Addendum must be considered by the decision-making body prior to making a decision on the project (CEQA Guidelines Section 15164[d]).

This Addendum 1 documents that the environmental analysis, impacts, and mitigation requirements identified in the previously certified EIR remain substantively unchanged despite the addition of avoidance/minimization measures for the Bee, resulting from implementation of the Project's MMRP mitigation measure *MM-BIO-5 Jurisdictional Resources* and subsequent conditions placed on the Project by the CDFW SAA and CDFW ITP described herein. It should also be noted that the Project is already providing approximately 45 acres of enhanced and preserved Coastal Sage Scrub (CSS) habitat to mitigate impacts to California gnatcatcher. Protection of this CSS habitat would also help fulfill requirements of the ITP since CSS habitat supports the Bee. This Addendum also supports the finding that compliance with the proposed Project's regulatory permits does not raise any substantial issues requiring preparation of a subsequent EIR or supplemental EIR.

2.0 ENVIRONMENTAL ANALYSIS

2.1 Scope of Analysis

The focus of this analysis is to augment the certified EIR's Section 4.3 Biological Resources discussion, resulting from implementation of the Project's MMRP mitigation measure *MM-BIO-5 Jurisdictional Resources*, and from the extension of the Project's environmental commitments resulting from the subsequent CDFW-issued SAA and ITP.

As previously discussed, no changes to the Project Description have occurred since the EIR was certified; therefore, the analysis focuses on augmenting discussion related only to the Bee and does not require augmented discussion or analysis related to other environmental issue areas or alternatives presented in the certified EIR.

Specifically, the Bee discussion is relevant to the following significance threshold questions found in the EIR Section 4.3:

Threshold 1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?

Threshold 4: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Pertinent documents relating to this Addendum have been cited in accordance with CEQA Guidelines Section 15150. The Addendum incorporates by reference Certified EIR SCH No. 2021060576. The Certified EIR is available for review at City of Chino Hills Community Development Department 14000 City Center Drive Chino Hills, CA 91709. The certified EIR is also available online through the CEQAnet database at the following address: <https://ceqanet.opr.ca.gov/Project/2021060576>.

2.2 Crotch's Bumble Bee (Bee) Characteristics

The Bee is characterized as a short- or medium- tongue length species. Males are generally present from May to September with their peak occurring in July. Workers of this species are active from April to August and queen bees are active for only two months from March until May; the peak of worker activity is between May and June, while queens reach maximum activity in April.

The Bee lives primarily in California in the United States. The Bee is extant but uncommon in Baja California, Mexico, and Nevada. Most observations of this species occur in southern California in coastal areas. The Bee inhabits grassland and scrub areas, requiring a hotter and drier environment than other bumble bee species, and can only tolerate a very narrow range of climatic conditions. The Bee nests underground, often in abandoned rodent dens and it is a nonmigratory species of bumble bee.

The Bee is characterized as a dietary generalist due to the wide range of host plants visited. Important food plants include milkweeds, dustymaidens, lupines, medics, phacelias, and sages. The Bee also feeds on snapdragons, Clarkia, poppies, and wild buckwheats. Milkweed is a favorite nectar source of the Bee. Pursuant to the Bee survey results, the entomologist observed the Bee foraging

in *Salvia mellifera*, *Astragalus*, *Eriodictyon californicum*, *Lathyrus vestitus*, *Vicia sativa* (an exotic weed), and *Acemespon glaber*. A couple of other species that have potential importance but seem relatively rarely used are *Eriogonum fasciculatum* (but this may be more important in summer and late summer) and *Salvia apiana*. *Salvia carduaceae*, *Salvia columbaria*, and *Phacelia distans* may also be beneficial to the Bee.

According to the Xerces Society for Invertebrate Conservation¹, agricultural intensification in California's northern Central Valley and rapid urbanization in the southern Central Valley are threats that may have impacted the Bee, since this species was historically common in the Central Valley but now appears to be absent from much of its historic range, especially in the central part of its range. Note, however, that in the more northern parts of this species range, this species has been detected in agricultural landscapes in Yolo County and Contra Costa County in recent years. Climate change, specifically increasing aridity, is an additional threat because this species has a very narrow climatic specialization compared to most bumble bees. Bumble bees, as a whole, are threatened by a number of additional factors including pesticide use, pathogens from managed pollinators, and competition with non-native bees. Reduced genetic diversity resulting from any of these threats can be particularly concerning for bumble bees, since their method of sex-determination can be disrupted by inbreeding, and since genetic diversity already tends to be low in this group due to the colonial life cycle (i.e., even large numbers of bumble bees may represent only one or a few queens).

2.3 Environmental Impact Analysis

Threshold 1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?

Project activities and their resulting impacts are expected to result in the incidental “take” of Bee individuals. The incidental take of individuals could occur during vegetation removal, grading, filling, excavation, operation and staging of vehicles and heavy equipment, and installation and/or construction of Project facilities.

Incidental take of individuals could occur in the form of mortality (“kill”) as a result of crushing of individuals, injury to individuals, soil disturbance, and compaction due to installation and construction of Project facilities. The areas where authorized take of the Bee is expected to occur include those identified as Project Site Impact Area on Figure 2, *Crotch's Bumble Bee Sightings Map*.

The Project is expected to cause the permanent loss of up to 85 acres, of which 26.82 is coastal sage scrub (CSS) habitat and potentially suitable habitat for the Bee. Impacts of the authorized taking also include adverse impacts to the Bee related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include the long-term effects due to decreased habitat.

While the Project would disturb some habitat for the Bee, a large portion of the Project site would be preserved and revegetation enhanced with CSS, with a focus on the key nectar sources (i.e., plant species) described above. This approximately 45-acre area would be managed in perpetuity and

¹ Source: Xerces Society for Invertebrate Conservation. Crotch Bumble Bee. Accessed July 17, 2023 at <https://www.iucnredlist.org/species/44937582/46440211>

would be protected by a conservation easement. Regional build-out of development would continue to have adverse impacts to the species; however, with confirmation that the Soquel Canyon Mitigation Bank is occupied by this species, along with the likely occupation of the adjacent open space and Chino Hills State Park, the population in and around Chino Hills is not anticipated to be extirpated because much of this land is not zoned for development.

The Bee would be the only “Covered Species” for the purposes of the Project’s CDFW-issued Incidental Take Permit (ITP). While the Bee was not thought to be present on site at the time of the preparation of the CEQA document, California coastal gnatcatchers (CAGN) inhabit a similar habitat. CSS is one of the priority nectar sources for the Bee; therefore, the CEQA document mitigation for the CAGN is identical to the mitigation for the Bee. With implementation of the certified EIR’s mitigation measure BIO-4, part (1.) described below, impacts would be considered less than significant. In addition, the Project is subject to the ITP process and environmental commitments required by the ITP, where CDFW is the applicable State agency with legal oversight over implementation of the CESA. The certified EIR’s mitigation measure BIO-4, part (1.) is included below for reference:

BIO-4 Coastal California Gnatcatcher. Due to presence of CAGN and suitable habitat within the study area, the following measures shall be implemented to minimize and avoid potential direct impacts:

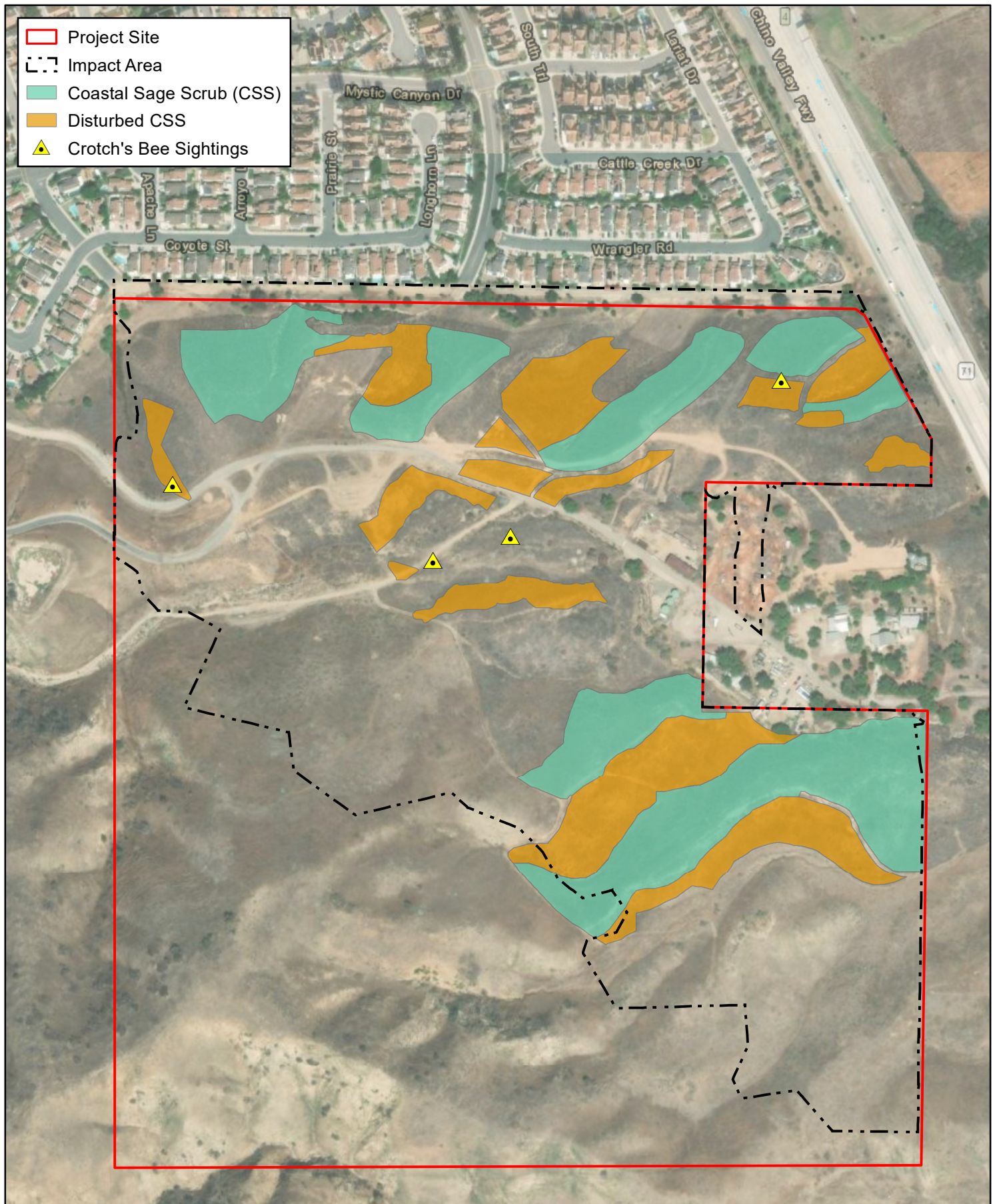
1. Prior to issuance of a grading permit, it shall be demonstrated that FESA consultation with USFWS regarding the project’s effects to CAGN has occurred and that the USFWS has authorized such take through an incidental take statement or incidental take permit, as applicable. Compensatory mitigation for permanent direct impacts to 25.65 acres of suitable CAGN habitat identified in this report shall be offset through compensatory mitigation which may include, but is not necessarily limited to, on-site or offsite California sage scrub preservation, enhancement, restoration, and/or creation at a ratio of no less than 1:1. However, if the USFWS issues a biological opinion or incidental take permit for the project that covers CAGN, that document will supersede any measures and mitigation ratios provided in this report. Mitigation for the project’s effects to CAGN shall be determined by USFWS in accordance with the FESA consultation process and the biological opinion or incidental take permit that is issued by USFWS for the project.

Threshold 4: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

As previously noted above in Section 2.2, the Bee is a non-migratory species of bumble bee; therefore, no impacts are anticipated with respect to migratory wildlife species. In addition, the Project would be enhancing and protecting in perpetuity the approximately 45-acre mitigation site with suitable CSS Bee habitat. Furthermore, with confirmation that the Soquel Canyon Mitigation Bank is occupied by this species, along with the likely occupation of the adjacent open space and Chino Hills State Park, the population in and around Chino Hills is not anticipated to be extirpated because much of this land is not zoned for development.

3.0 FINDINGS AND CONCLUSION

1. The Project description has not changed from what was proposed and described in the certified EIR.
2. The Project description has not changed, and the environmental setting is the same. The bee was analyzed and removed from the Draft EIR during preparation of the document based on the Bee's legal status at that time, coupled with the fact that no Bees were found on the Project site at that time. The City considers protections for the Bee as an extension of permit compliance, not a "substantial" change in circumstances.
3. As previously noted, discussion of the Bee was removed from the Draft EIR based on current listing status at the time. Mitigation for the Bee would be fulfilled in the same manner that the coastal California Gnatcatcher is mitigated as described in the CEQA document and pursuant to the Project's SAA and subsequent ITP. The Project also includes an approximately 45-acre coastal sage scrub (CSS) enhancement and conservation area for Gnatcatcher, which will also serve the Bee as suitable Bee habitat.
4. A CEQA Addendum is the appropriate environmental documentation. A subsequent EIR or supplemental EIR is not required since none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR have occurred.



Attachment A

CDFW Streambed Alteration Agreement (EPIMS-SBR-31909-R6)

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BOULEVARD, SUITE C-220
ONTARIO, CA 91764



STREAMBED ALTERATION AGREEMENT
EPIMS-SBR-31909-R6
Chino Creek

TH SHADY VIEW, LLC
SHADY VIEW RESIDENTIAL PROJECT - TENTATIVE TRACT NO. 82126 PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and TH Shady View, LLC (Permittee) as represented by Maggi Kibbee.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 8, 2022, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located within Chino Creek, a tributary to the Santa Ana River, in the City of Chino Hills, in the County of San Bernardino, State of California; Latitude 33.922514, Longitude -117.660541 and Latitude 33.923807, Longitude -117.663113; Assessor's Parcel Number [APN] 1057-261-06-0000. The Project site occurs at the cross section of Shady View Drive and Wrangler Road, Chino Hills.

PROJECT DESCRIPTION

The Project is limited to grading and filling of several streambeds to accommodate the construction of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, utility infrastructure, and other associated improvements on approximately 32.2 acres in the northern and eastern portions of the Project site. Additionally, the Project includes approximately 80.8 acres of homeowners-

association-maintained open space and the relocation of an oil storage facility within the Project development. Within the 129.80-acre Project site, approximately 48.23 acres will not be impacted and will be avoided by the Project. An approximately 21.86-acre fuel modification zone will be installed around the residential development. Approximately 0.84 acre of off-site areas located adjacent to the Project boundary will be impacted to accommodate road improvements and cleanup from past oil production-related contamination.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

REPTILES: Southern California legless lizard (*Anniella stebbinsi*), red diamond rattlesnake (*Crotalus ruber*), coast horned lizard (*Phrynosoma blainvillii*), **BIRDS:** burrowing owl (*Athene cunicularia*), coastal California gnatcatcher (*Polioptila californica californica*), Least Bell's vireo (*Vireo bellii pusillus*), long-eared owl (*Asio otus*), grasshopper sparrow (*Ammodramus savannarum*), Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), golden eagle (*Aquila chrysaetos*), **MAMMALS:** western mastiff bat (*Eumops perotis californicus*), western yellow bat (*Lasiurus xanthinus*), pocketed free-tailed bat (*Nyctinomops femorasaccus*), **PLANTS:** Braunton's milk-vetch (*Astragalus brauntonii*), intermediate mariposa lily (*Calochortus weedii* var. *intermedius*), many-stemmed dudleya (*Dudleya multicaulis*), white-rabbit tobacco (*Pseudognaphalium leucocephalum*), **INSECTS:** Crotch's bumble bee (*Bombus crotchii*).

The adverse effects the Project could have on the fish or wildlife resources identified above include grading and permanent loss of streambed and bank functions and values such as sediment and flow transport; loss of nesting, roosting, and foraging habitat; loss of burrowing habitat for small and medium-sized mammals, reptiles, and birds; and the loss of habitat coverage, and composition. Project activities described above are anticipated to permanently impact 0.89 acre of Fish and Game Code section 1602 resources.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of

Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site with at least two business days advanced notice provided to the Permittee, to allow for access and safety arrangements, to verify compliance with the Agreement.
- 1.5 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional Projects or impacts subject to Fish and Game Code section 1602 not identified in this Agreement are anticipated. No additional impacts subject to Fish and Game Code section 1602 are authorized unless the Projects and/or impacts are expressly authorized by CDFW by amendment to this Agreement.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take, incidental or otherwise, of any state or federally listed threatened, endangered, candidate or fully protected species. Take of any California Endangered Species Act (CESA) listed species is prohibited except as authorized by state law (Fish and G. Code, §§ 2080 & 2085). Consequently, if a Project, including Project construction or any Project-related activity during the life of the Project, may result in take of CESA-listed species, CDFW recommends that the Project proponent seek appropriate authorization prior to Project implementation. This may include an incidental take permit (ITP) or a Natural Community Conservation Plan (NCCP) (Fish & G. Code, §§ 2080.1 & 2081).
- 1.7 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Designated Biologist. Permittee shall submit to CDFW for review the name, contact information, and qualifications of each biologist, botanist, or other specialist

(Designated Biologist(s)) proposed to perform surveys and/or conduct monitoring activities addressed by this Agreement. Permittee shall specify within these submittals which activities each Designated Biologist is being considered for, and clearly identify the qualifications and experience they possess to support the assignment. Permittee shall submit the aforementioned information at least 30 days before commencement of Project activities addressed by this Agreement. Permittee shall notify CDFW in advance and in writing if a Designated Biologist must be changed to a person not previously proposed for the Project. If CDFW does not respond to the request with a rejection or approval of the Designated Biologist(s) within 30 days from the request, the Project can move forward with those provided.

- 2.2 Qualifications of Designated Biologist(s). Permittee shall ensure that each Designated Biologist is knowledgeable and experienced in the identification, life history, behavior, and habitat requirements of species with potential to be impacted by the Project. Permittee shall also ensure that handling of non-listed fish, wildlife, or plant species is conducted only by Designated Biologists approved by CDFW in writing. Handling of state-listed species will require CESA authorization.
- 2.3 Responsibility of Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, excavation, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.
- 2.4 Authority of Designated Biologist. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall immediately halt any activity that does not comply with this Agreement, and/or order any reasonable measure to avoid the violation of any measure of this Agreement. The Designated Biologist(s) shall halt construction activities covered by this Agreement if the Project has the potential to adversely impact any special-status species beyond the levels identified in this Agreement and notify CDFW within 24 hours. This Agreement does not authorize "take" of listed species.
- 2.5 Nesting Birds. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures. Permittee shall designate a biologist (Designated Biologist(s) experienced in: identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.
- 2.5.1 Surveys shall be conducted by the Designated Biologist(s) at the appropriate time of day/night, during appropriate weather conditions, no more than 3

days prior to the initiation of Project activities addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist(s) shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist(s) shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist(s) shall monitor the nest for 1 hour (4 hours for raptors) prior to approaching the nest to determine status. The Designated Biologist(s) shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW per Measure 4.1.

- 2.5.2 When an active nest is confirmed, the Designated Biologist(s) shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist(s) shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, the Designated Biologist(s) may choose to adjust the buffer based on site characteristics, stage of reproduction, and types of Project activities proposed at/near that location. The Designated Biologist(s) shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist(s) determines that Project activities may be causing an adverse reaction, the Designated Biologist(s) shall adjust the buffer accordingly.
- 2.5.3 If active nesting activities are observed during the preconstruction surveys, then the Designated Biologist(s) shall be onsite daily to monitor all existing

nests when work is adjacent to the nest buffer, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist(s) shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, CDFW recommends the Designated Biologist(s) monitor the nest for a minimum of 1 hour (4 hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist(s) may approach the nest to assess the status.

- 2.5.4 Permittee, under the direction of the Designated Biologist(s), may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist(s) shall ensure that none of the materials used pose an entanglement risk to birds or other species.
- 2.5.5 The Designated Biologist(s) shall be responsible for providing summary reports, as specified in Measure 4.2 to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If the Project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours.
- 2.6 Burrowing Owl. Permittee shall ensure that impacts to burrowing owls and take of burrowing owls are avoided through the implementation of preconstruction surveys and ongoing monitoring. If impacts to burrowing habitat cannot be avoided, then Permittee shall implement the required minimization and mitigation measures.
- 2.6.1 Burrowing Owl Pre-Construction Inspection. Because burrowing owl habitat was found onsite, Permittee shall have a Designated Biologist(s), pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity **within three (3) days prior** to any site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other “ornamentation,” feathers, prey remains, etc. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan as described in Measure 2.6.2. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.
- 2.6.2 Burrowing Owl Plan. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have

been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls. Project activities shall not occur within 1000 feet of an active burrow until CDFW approves the Burrowing Owl Plan. The Burrowing Owl Plan shall include 1) impact assessment that details the number and location of occupied burrow sites, and acres of burrowing owl habitat with a qualitative description of the habitat vegetation characteristics that will be impacted; 2) if avoidance of impacts is proposed details on avoidance actions and monitoring such on proposed buffers, visual barriers and other actions; 3) site monitoring to be conducted prior to, during, and after any exclusion of burrowing owls from their burrows sufficient to ensure take is avoided, daily monitoring with cameras and direct observation for one week to confirm young of the year have fledged if the exclusion will occur immediately after the end of the breeding season, and process to document any excluded burrowing owls are using artificial or natural burrows on an adjoining mitigation site (if able to confirm by band re-sight). If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe minimization and compensatory mitigation actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method, may be a potentially significant impact under CEQA, and has the possibility to result in take which is not authorized by this Agreement. The Burrowing Owl Plan shall identify compensatory mitigation for the temporary or permanent loss of occupied burrow(s) and habitat consistent with the "Mitigation Impacts" section of the 2012 Staff Report and shall implement CDFW-approved mitigation prior to initiation of Project activities. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

2.6.3 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall **notify CDFW immediately** in writing at the address below under Contact Information (reference SAA# EPIMS-SBR-31909-R6).

2.7 Coastal California Gnatcatcher. Permittee shall designate a coastal California gnatcatcher (CAGN) biologist (Designated Biologist) that is knowledgeable about the species, including its natural history, habitat requirements, seasonal movements and range, to survey and monitor for CAGN prior to Project activities. The Designated Biologist shall complete necessary surveys, impact assessments, and associated reports within all locations subject to Project site activities following

the protocols provided within the USFWS *Survey Guidelines for the Coastal California Gnatcatcher* (USFWS, July 1997). If CAGN are identified onsite, Permittee shall develop and submit to CDFW for review and approval, a plan to avoid, minimize, and/or mitigate impacts to CAGN. Permittee may propose to mitigate losses to CAGN habitat through the mitigation identified for stream impacts if CAGN-occupied exist on the mitigation lands.

2.8 Bat Habitat Avoidance. Prior to initiating Project activities within suitable habitat, the Designated Biologist(s) shall conduct a bat roosting habitat suitability assessment of any vegetation that may be removed, altered, or indirectly impacted by the Project activities. Any locations with potential for roosting or suitable as a maternity roost will be surveyed by the Designated Biologist(s) using an appropriate combination of structure inspection, sampling, exit counts, and acoustic surveys. Surveys shall be conducted during the appropriate time of day/night to ensure detection of bats. The results of the pre-construction bat surveys shall be submitted to CDFW prior to the initiation of Project activities, per Measure 4.4.

2.8.1 If the presence of bats within the Project is confirmed, a Bat Avoidance and Minimization Plan shall be developed and submitted to CDFW for review and approval. The Bat Avoidance and Minimization Plan shall include avoidance and minimization measures, including the designation of buffers based upon what bat species are found, and a plan for the phased removal of any occupied trees or structures. If the site supports maternity roosts, Permittee shall avoid disturbing those areas.

2.8.2 If the site supports a maternity roost(s) or special-status species, prior to commencing Project activities, Permittee shall conduct an impact assessment and develop minimization and mitigation measures for CDFW review and approval, per Measure 4.4. Permittee shall compensate for impacts and losses to maternity roosts and/or special-status bat habitat through a mitigation strategy approved by CDFW.

2.9 Crotch's Bumble Bee. The Designated Biologist(s) shall conduct focused surveys within one year prior to vegetation removal and/or grading for the presence/absence of Crotch's bumble bee. Surveys shall be conducted during flying season when the species is most likely to be detected above ground, between March 1 to September 1, by an approved Designated Biologist, familiar with Crotch's bumble bee behavior and life history. Surveys shall be conducted within the Project site and areas adjacent to the Project site where suitable habitat exists. Survey results including negative findings shall be submitted to CDFW 30 days prior to Project-related vegetation removal and/or ground-disturbing activities. If the species is identified onsite, Permittee shall apply for an ITP and obtain "take" coverage prior to the initiation of project activities.

2.10 Special-status Reptiles. Permittee shall minimize impacts to non-listed, special-status reptiles and amphibians within the Project footprint addressed under this Agreement, including, but not limited to those identified in the Project Impacts

section of this Agreement. The Designated Biologist(s) shall conduct pre-activity clearance surveys immediately prior to the initiation of ground-disturbing activities within areas containing suitable habitat, including burrows, sand fields, and rock piles. If any special-status reptiles are detected, the Designated Biologist(s) shall provide the animal sufficient time to leave on its own accord. If any state-listed reptile species is identified, including desert tortoise, and has the potential to be impacted by the Project, Permittee shall halt all Project activities that could result in impacts and contact CDFW immediately. If full avoidance cannot be accomplished, Permittee shall postpone the Project until appropriate CESA authorization is obtained.

- 2.11 On-site Employee Education. Permittee shall conduct an education program for all persons employed or otherwise working on the Project prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite office and available to CDFW upon request.
- 2.12 Work in Wetted Areas. Permittee shall avoid working in the wetted portion of any stream channel during the period of February 1 through September 30 to avoid impacts to native herpetofauna that may be actively reproducing or rearing, unless a diversion plan with minimization measures for native herpetofauna is reviewed and approved by CDFW.
- 2.13 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored by the Designated Biologist(s) and repaired if necessary, to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to Fish and Game Code section 1602 resources. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

- 2.14 Equipment Use and Cleaning. All equipment shall be cleaned prior to entering areas subject to Fish and Game Code section 1602. Washing must take place where rinse water is collected and disposed of in either a sanitary sewer, landfill, or other facility authorized to accept such rinse water. The cleaning measures must be practical and verifiable. Depending on the nature of the debris, the equipment may be cleaned using mechanical methods (brushing, scraping, prying), compressed air, high-pressure water, or steam. This includes wheels, tires, buckets, stabilizers, undercarriages, and bumpers. The Permittee shall verify and document cleaning has occurred prior to equipment entering areas subject to Fish and Game Code section 1602; documentation of equipment inspections for each date of entry shall be available to CDFW upon request.
- 2.15 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.15.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.15.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.15.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering a lake, streambed, or flowing stream. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.15.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into areas subject to Fish and Game Code section 1602. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any lake, streambed, or flowing stream.
- 2.15.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

- 2.16 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each workday to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities, Permittee shall remove and properly dispose of all refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping.
- 2.17 Stockpile Maintenance. Permittee shall maintain stockpiles to avoid the spread of invasive plants. Permittee shall not stockpile materials within the bed, bank or channel after daily work has been completed.
- 2.18 Staging Areas. Permittee shall confine all Project site-related parking, storage areas, laydown sites, equipment storage, and any other Project site staging activities to locations outside of areas subject to Fish and Game Code section 1602.

3. Compensatory Measures

To compensate for adverse impacts to permanent impacts of 0.89 acre of stream, bed, bank and channel identified above, the Permittee shall provide for mitigation as follows.

- 3.1 Purchase of Credits from Mitigation Bank. Permittee shall compensate for the permanent impacts of 0.89 acres to stream bed, bank, and channel, through the acquisition of no less than a total of 2.67 acres of streambed or riparian habitat preservation credits through a CDFW-approved mitigation bank within San Bernardino County. Written CDFW approval of the mitigation bank is required **prior to purchase of credits**. Mitigation credits shall be purchased, and receipt provided to CDFW, **at least 30 days prior to the initiation of Project activities or within 18 months following start of Project activities if Security is provided**, which includes staging and site preparation, unless security is provided pursuant to Measure 3.2.
- 3.2 Letter of Credit. If Mitigation Bank credits are not purchased and receipt provided to CDFW at least 30 days prior to initiation of Project activities, Permittee shall provide financial securities in the form of a Letter of Credit (LOC) in a form acceptable to CDFW, or other form of security approved by CDFW, for an amount sufficient to purchase 2.67 acres of streambed or riparian habitat preservation through a CDFW-approved mitigation bank. The LOC shall be submitted to CDW for approval and shall be executed prior to initiation of Project activities.
- 3.2.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval **prior to execution**. The LOC shall not be executed without CDFW's prior approval.
- 3.2.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC **at least sixty (60) days**

prior to the expiration date.

- 3.2.3 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Pre-construction Nesting Bird Survey Report. Prior to commencement of Project activities, Permittee shall submit the results of pre-construction nesting bird surveys completed pursuant to Measure 2.5.1 of this Agreement. Notification shall be submitted in EPIMS and sent via email to R6LSAReporting@wildlife.ca.gov. Please reference Notification No. EPIMS-SBR-31909-R6.
- 4.2 Nesting Bird Summary Reports. Permittee shall prepare and submit to CDFW a summary, as described in Measure 2.5.5 of this Agreement, of nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.
- 4.3 Burrowing Owl Plan. If burrowing owls are found onsite before or during construction, the Permittee shall prepare a Burrowing Owl Protection and submit to CDFW for review and approval *following the timelines provided in Measure 2.6.2*. The Burrowing Owl Plan shall include the burrowing owl pre-Project survey results (Refer to Measure 2.6) and Project-specific avoidance and minimization measures that consider, but are not necessarily limited to, (1) pre-Project survey methodology used (i.e., timing, duration, location, and owls detected); (2) pre-Project survey results; (3) qualifications of proposed Designated Biologist(s) that will monitor Project activities where owls are present; (4) Project phasing and timing; (5) installation and monitoring of exclusionary materials, where and when appropriate; (6) monitoring of Project-related noise, vibration, and lighting; and installation of buffers; and (7) procedures and frequency of direct reporting to CDFW.
- 4.4 Bat Habitat Avoidance Survey Reporting. Permittee shall ensure results of bat surveys are submitted to CDFW prior to the start of Project activities. If bats are present, Permittee shall submit a Bat Avoidance and Minimization Plan, and if necessary, an impact assessment and mitigation strategy, per Measure 2.8.
- 4.5 Notification to CNDDDB. If any sensitive species (threatened, endangered, candidate, fully protected, species of special concern, etc.) are observed on or in proximity to the Project site, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB

within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submittign-Data>. A copy of this information shall also be mailed within five days to CDFW at the address listed below under Contact Information. Please reference Notification No. EPIMS-SBR-31909-R6.

- 4.6 Notification of Start and End of Construction. Permittee shall notify CDFW, in writing, at least five days prior to initiation of Project activities. Notification shall be submitted in EPIMS and sent via email to R6LSAReporting@wildlife.ca.gov. Please reference Notification No. EPIMS-SBR-31909-R6.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Maggi Kibbee
TH Shady View, LLC
EPIMS-SBR-31909-R6
Shady View Residential Project - Tentative Tract No. 82126 Project
450 Newport Center Drive, Suite 300
Newport Beach, CA 92660
ShadyView.2022@gmail.com

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-SBR-31909-R6
Shady View Residential Project - Tentative Tract No. 82126 Project
R6LSAReporting@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees,

representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on October 10, 2027, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to

protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.



California Department of
Fish and Wildlife

Permit Details

Permit: EPIMS-SBR-31909-R6 - Shady View Residential Project - Tentative Tract No. 82126 - 2022

Status: Underway
Region: Region 6
Permittee Organization: TH Shady View, LLC.
CDFW Contact: Marina Barton

Standard Agreement

Signature Page

This Standard Agreement is being issued to:

Maggi Kibbee

Final Standard Agreement: [EPIMS-SBR-31909-R6_Final_Draft_Standard_Agreement.pdf](#)
Open and print the attached PDF file.

Exhibits

Concurrence

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date:

Permittee Electronic Signature: Sarah Eskandari
First and Last Name

Date Signed: 03/02/2023

Department of Fish and Wildlife

CDFW Electronic Signature: Kim Freeburn

CDFW Representative Title: Environmental Program Manager

Date Signed: 03/07/2023

Acting for:

Attachment B

CDFW Incidental Take Permit Application Incomplete Letter



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



July 13, 2023

Joe Martin, Senior Vice President – Land Division
TH Shady View LLC
450 Newport Center Drive, Suite 300
Newport Beach, CA 92660
jmartin@trumarkco.com

Subject: Incidental Take Permit Application for Shady View Project (2081-2023-035-06)

Dear Mr. Martin:

On June 23, 2023, the Department of Fish and Wildlife (CDFW) received your Incidental Take Permit Application and on June 26, 2023, CDFW received the appropriate application fee. CDFW has reviewed your request for authorization, pursuant to Fish and Game Code section 2081, subdivision (b), to incidentally take¹ Crotch's bumble bee (*Bombus crotchii*), a species designated as a candidate species pursuant to the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.). (See Cal. Code Regs., tit. 14, § 670.1.) **CDFW has determined that the above-referenced application is incomplete.**

The application for an Incidental Take Permit (ITP) must be in accordance with the California Code of Regulations, title 14, sections 783.2 and 783.3. CDFW determined the application was incomplete for the following reasons:

1. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(1):** This section requires a telephone number for the applicant be provided. In addition, please provide an email address the project proponent can be reached at.
2. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(2):** This section is complete.
3. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(3):** This section requires a complete description of the project or activity for which the ITP is being sought. The application does not provide a description of the project activities that will occur and instead focuses on the impacts of the project on the species. This

¹ Pursuant to Fish and Game Code section 86, "'Take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 (for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill").

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information is required for CDFW to assess what will occur on site, how it may result in incidental take, and how to mitigate those impacts, and therefore the description of the project is not complete. This information includes a detailed description of the development and any other activities that will occur onsite including but not limited to: construction of residential homes and associated infrastructure, fuel modification zones, road improvements, site preparation, vegetation removal, grading, fill, installation of underground utilities, and debris basins.

4. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(4):** This section requires the location for where the project or activity will occur or be conducted. The project location is not sufficient in detail for CDFW to make calculations of the area that will be disturbed. Therefore, the description of the project location is not complete. Please provide additional information including street address, latitude and longitudes, and any maps and figures available for the project site. This includes kmz's of the project footprint, vegetation mapping, conceptual site plans, grading plans, aerial photographs and photos of the project site.
5. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(5):** This section requires an analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit. The application does not analyze whether and to what extent the project activities could result in take and therefore is incomplete.
6. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(6):** This section requires a species-specific analysis of the impact of the project when contrasted with the local and range-wide populations and rate of take. Elements of the analysis should be similar to those required in Section 783.2(a)(7). The application does not include any of this information and therefore is incomplete.
7. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(7):** This analysis is intended to determine whether the continued existence, of the species for which take coverage is being requested, will be in jeopardy (e.g., to reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing the reproduction, numbers, or distribution of that species) as a result of your project and should contrast the impact of your project on the species-wide population or locally critical populations. A complete, responsive jeopardy analysis shall include consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of:
 - a. Known population trends;
 - b. Known threats to the species; and

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- c. Reasonably foreseeable impacts on the species from other related projects and activities.

This section should include literature citations and footnotes, with any generally unavailable references provided as attachments. The application does not include any of this information and therefore is incomplete.

8. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(8):** This section requires proposed measures to minimize and fully mitigate the impacts of the proposed taking. While the application includes some discussion of a proposed nearby site for mitigation, it is minimal and there is no inclusion of measures to minimize project impacts. While the applicant has provided to CDFW a draft ITP and this section is complete, CDFW recommends the draft ITP be included as an Appendix to the application and reference the specific sections within it that fulfill the requirements of this section.
9. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(9):** This section requires a proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures. While the applicant has provided to CDFW a draft ITP and this section is complete, CDFW recommends the draft ITP be included as an Appendix to the application and reference the specific sections within it that fulfill the requirements of this section.
10. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(10):** The application lacks the detail necessary to assure CDFW that money has been allocated to implement required mitigation measures, habitat compensation land acquisition, enhancement of habitat, and establishment of an endowment.
11. **Cal. Code Regs., tit. 14, § 783.2, subd. (a)(11):** This section is complete.
12. **Cal. Code Regs., tit. 14, § 783.3, subds. (a) & (b):** These sections, when CDFW will act as the responsible agency for purposes of CEQA, the following must be included in the permit application required by section 783.2:
 - (1) The name, address, telephone number and contact person of the lead agency.
 - (2) A statement as to whether an environmental impact report, negative declaration, mitigated negative declaration, initial study has been prepared or is being considered, or whether another document prepared pursuant to a regulatory program certified pursuant to Public Resources Code section 21080.5 (and listed in title 14, California Code of Regulations, section 15251) has been prepared or is being considered.
 - (3) At the option of the applicant, a notice of preparation, notice of determination, or draft or final environmental document may be attached.

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Additionally, please note that the species for which take coverage is being requested should be included and analyzed within the CEQA document. If it is not, CDFW strongly recommends preparing an Addendum to include an analysis of project impacts to the species. The application does not include any of this information and therefore is incomplete.

CDFW's issuance of an ITP is a discretionary action under the California Environmental Quality Act (CEQA), and therefore preparation of a CEQA document is necessary prior to ITP issuance (See Cal. Code Regs., tit. 14, § 783.3.). CDFW can accept an ITP Application as complete if CEQA is the only outstanding issue, and if the type of CEQA document being prepared has been identified, however the ITP cannot be fully drafted or issued until the CEQA process has been completed through the filing of a Notice of Determination. It is important that the take proposed to be authorized by CDFW's ITP be described in detail in the CEQA document prepared for the Project. In addition, CDFW may have recommendations during the CEQA process that could result in modifications to the Project description; if so, any changes that alter the extent or impact of take should be taken into account for subsequent Application submittal.

CDFW looks forward to working with you on developing a complete Application and towards ITP finalization. If you have any questions regarding these comments, or would like to arrange for additional consultation, please contact Marina Barton, Senior Environmental Scientist (Specialist), at Marina.Barton@wildlife.ca.gov.

Sincerely,

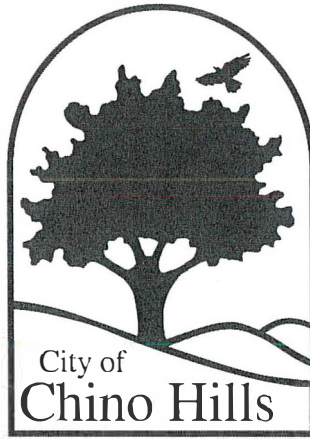
DocuSigned by:

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Heidi Calvert
Regional Manager

ec: Julie Beeman
VCS Environmental
jbeeman@vcsenvironmental.com

Wade Caffrey
VCS Environmental
wcaffrey@vcsenvironmental.com



AFFIDAVIT OF MAILING

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

I, Ryan Gackstetter, do hereby certify before the Planning Commission of the City of Chino Hills that a copy of the Public Meeting Notice for Addendum No. 1 to the Final Environmental Impact Report certified for the Shady View Residential Project (SCH No. 2021060576) was mailed to homeowners within 300' of the project on the 25th of August 2023. A copy of said Notice is attached hereto. Mailing of this document was completed by placing a copy of said document in an envelope, with postage prepaid, and depositing same in the U.S. Mail at Chino Hills, California.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Chino Hills, California, 30th of August 2023.



Ryan Gackstetter, Senior Planner

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Chino Hills will hold a public meeting on Tuesday, September 5, 2023, at 7:00 p.m., to consider the adoption of an addendum to the Final Environmental Impact Report (FEIR) certified for the Shady View Residential Project (SCH No. 2021060576). The public meeting will be held in the Council Chambers of the City Hall, 14000 City Center Drive, Chino Hills, CA.

CASE NO.: Addendum No. 1 to the Final Environmental Impact Report (FEIR) certified for the Shady View Residential Project (SCH No. 2021060576)

APPLICANT: TH Shady View LLC

PROPOSED ACTION: An Addendum to the FEIR has been prepared to evaluate the potential impacts of project implementation on the Crotch's bumble bee, which, with the implementation of mitigation measures already adopted in the FEIR, were determined to be less than significant. The Commission will consider whether to adopt the proposed Addendum to the FEIR. **No changes or modifications to the approved project are proposed.** Copies of the draft Addendum are available for review at the City of Chino Hills Community Development Department at 14000 City Center Drive, Chino Hills, CA 91709 on Monday through Thursday from 7:30 a.m. to 5:00 p.m. and Friday from 7:30 a.m. to 4:00 p.m. The proposed Addendum is also available on the City's website at: <https://www.chinohills.org/1779/Shady-View-Trumark-Homes>.

BACKGROUND: On September 6, 2022, the Planning Commission certified the FEIR and approved the Shady View Residential Project, which consists of the development of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, utility infrastructure, and other associated improvements. An existing oil storage tank facility on the project site will be demolished and a new oil storage tank facility will be constructed in the northwest area of the project site. Additionally, the project includes approximately 80.8 acres of homeowners' association-maintained open space.


LOCATION: The project site is approximately 130 acres in area and is located in the southeastern portion of the City of Chino Hills at the southern termini of Shady View Drive and Via La Cresta, south of the existing South Trail residential development. The project site is roughly rectangular, with a square cut-out parcel in the northeast portion of the site that is not part of the project site. The project site is located east of Chino Hills State Park, and west of State Route 71 (SR-71). The City's corporate boundary and the San Bernardino County/Riverside County boundary are adjacent to the east of the project site.

PRIOR ENVIRONMENTAL REVIEW: An Environmental Impact Report (SCH #2021060576) was prepared for the project in compliance with Article 7 of the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for implementing CEQA. The EIR identified potentially significant impacts in the following California Environmental Quality Act (CEQA) environmental issue areas: air quality, biological resources, cultural and tribal cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, transportation, and wildfire. As described in the EIR all but one of these impacts can be fully mitigated, with one impact remaining significant and unavoidable (transportation effects regarding Vehicle Miles Traveled [VMT]). On September 6, 2022, the Planning Commission certified the Final Environmental Impact Report, adopted Findings of Fact and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program for the Shady View Residential Project.

STAFF: Nicholas Liguori, Community Development Director
Ryan Gackstetter, Senior Planner

NOTICE IS HEREBY FURTHER GIVEN that if you challenge the above-described action in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City at, or prior to, the public meeting. All persons may give testimony at the time and place indicated above.

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



Ryan Gackstetter, Senior Planner
August 24, 2023

PROJECT LOCATION





COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: SEPTEMBER 12, 2023

FROM: CITY MANAGER ITEM NO: 19

SUBJECT: EXTENSION OF TIME 23EXT01 TO GRANT A 24-MONTH EXTENSION TO
THE SECOND PHASE OF TENTATIVE TRACT MAP NO. 18393 - STONEFIELD

RECOMMENDATION:

Staff recommends that the City Council continue the public hearing to the meeting on October 10, 2023, to allow additional time for staff to work with the applicant to address the concerns previously identified by the City Council.

BACKGROUND/ANALYSIS:

EXECUTIVE SUMMARY

On July 11, 2023, the City Council opened the public hearing for Extension of Time No. 23EXT01 for Tentative Tract Map No. 18393, received a report from staff, received testimony from the public and applicant, and continued the public hearing to September 12, 2023.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of 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))

FISCAL IMPACT:

There is no fiscal impact with this item.

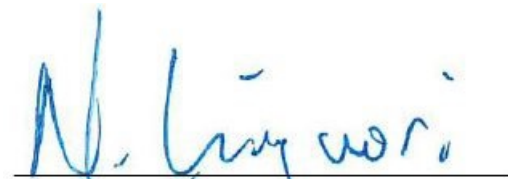
REVIEWED BY OTHERS:

This item has been reviewed by the City Attorney.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Nicholas Liguori
Community Development Director