



**AGENDA**  
**REGULAR CITY COUNCIL /**  
**REDEVELOPMENT AGENCY MEETING**  
**TUESDAY, DECEMBER 8, 2009, 7:00 P. M.**  
**COUNCIL CHAMBERS, 245 E. BONITA AVE.**

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**CITY COUNCIL:**

Mayor Curtis W. Morris  
Mayor Pro Tem Denis Bertone  
Councilmember Emmett Badar  
Councilmember John Ebner  
Councilmember Jeff Templeman

**1. CALL TO ORDER AND FLAG SALUTE**

**2. ANNOUNCEMENTS**

- a. Santa's Hay Ride to be held on Friday, December 18, 2009, at Horsethief Canyon Park, from 5:00-7:00 p.m.
- b. Pui-Ching Ho, Library Manager, San Dimas Library

**3. ORAL COMMUNICATIONS** (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time or asked to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

- a. Members of the Audience

**4. CONSENT CALENDAR**

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

- a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:

(1) Approving Warrant Register for November and December 2009.

**RESOLUTION NO. 09-53, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF NOVEMBER AND DECEMBER, 2009.**

- b. Approval of minutes for the regular City Council meeting of November 24, 2009 and City Council Special meeting of November 10, 2009.
- c. Rejection of claim for damages from Southern California Edison.

END OF CONSENT CALENDAR

## 5. ORDINANCES

- a. Proposed Code Amendments for Sanitary Sewers and Industrial Wastes.

**ORDINANCE NO. 1192**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING BY REFERENCE PURSUANT TO THE PROVISIONS OF SECTION 50022.2 OF THE CALIFORNIA GOVERNMENT CODE, LOS ANGELES COUNTY SANITARY SEWERS AND INDUSTRIAL WASTES ORDINANCE AS EFFECTIVE THROUGH JUNE 30, 2009 AND AMENDING THE SAN DIMAS MUNICIPAL CODE. **FIRST READING AND INTRODUCTION**

## 6. PLANNING/DEVELOPMENT SERVICES

- a. Mills Act Contract Consideration - 511 North Bellevue Avenue:

**RESOLUTION NO. 09-54**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING THE ATTACHED HISTORIC PROPERTY PRESERVATION AGREEMENT, PURSUANT TO THE MILLS ACT, FOR THE SINGLE FAMILY RESIDENCE AT 511 NORTH BELLEVIEW AVENUE (APN: 8387-005-040).

## 7. OTHER BUSINESS

- a. Approve a renewal of the San Dimas Mobile Home Accord for an additional 5 year term starting January 1, 2010.

## 8. SAN DIMAS REDEVELOPMENT AGENCY

- a. Oral Communications (*This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.*)
- b. Approval of the Minutes for meeting of November 24, 2009.
- c. Executive Director
- d. Members of the Agency

## 9. MEETING OF SAN DIMAS PUBLIC FACILITIES FINANCING CORPORATION

- a. Public Comments (*This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.*)
- b. Approval of Minutes for meeting of December 9, 2008.
- c. Election of Officers
- d. Members of the Corporation

## 10. MEETING OF SAN DIMAS HOUSING AUTHORITY CORPORATION

- a. Public Comments (*This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.*)
- b. Approval of Minutes for meeting of February 12, 2008.
- c. Members of the Authority

## 11. ORAL COMMUNICATIONS

- a. Members of the Audience (*Speakers are limited to five (5) minutes or as may be determined by the Chair.*)
- b. City Manager
- c. City Attorney
- d. Members of the City Council
  - 1) Appoint Councilmember Jeffrey Templeman to represent City of San Dimas on San Gabriel Valley Mosquito & Vector Control District Board of Trustees.
  - 2) Reappointment of Public Member to the Development Plan Review Board
  - 3) Councilmembers' report on meetings attended at the expense of the local agency.
  - 4) Individual members' comments and updates.

## 12. ADJOURNMENT

The City Council will conduct their next meeting on January 12, 2010, 7:00 p.m.

**AGENDA STAFF REPORTS:** COPIES OF STAFF REPORTS AND/OR OTHER WRITTEN DOCUMENTATION PERTAINING TO THE ITEMS ON THE AGENDA ARE ON FILE IN THE OFFICE OF THE CITY CLERK AND ARE AVAILABLE FOR PUBLIC INSPECTION DURING THE HOURS OF 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY. INFORMATION MAY BE OBTAINED BY CALLING (909) 394-6216. CITY COUNCIL MINUTES AND AGENDA PACKETS ARE ALSO AVAILABLE ON THE CITY'S HOME PAGE ON THE INTERNET: <http://www.cityofsandimas.com>

**SUPPLEMENTAL REPORTS:** AGENDA RELATED WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE SUBJECT BODY AFTER DISTRIBUTION OF THE AGENDA PACKET SHALL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE CITY CLERK'S OFFICE AT 245 EAST BONITA AVENUE DURING NORMAL BUSINESS HOURS. [PRIVILEGED AND CONFIDENTIAL DOCUMENTS EXEMPTED]

**HEARING ASSISTANCE:** THE CITY OF SAN DIMAS CITY COUNCIL CHAMBERS IS EQUIPPED WITH A HEARING ASSISTANCE SYSTEM. PLEASE CONTACT THE CITY CLERK (909) 394-6216 TO CHECK OUT A RECEIVER.

**POSTING STATEMENT:** ON DECEMBER 4, 2009, A TRUE AND CORRECT COPY OF THIS AGENDA WAS POSTED ON THE BULLETIN BOARDS AT 245 EAST BONITA AVENUE (SAN DIMAS CITY HALL) 145 NORTH WALNUT AVENUE (LOS ANGELES COUNTY PUBLIC LIBRARY, SAN DIMAS BRANCH); AND 300 EAST BONITA AVENUE (UNITED STATES POST OFFICE) AND AS A CONVENIENCE, AT THE VONS SHOPPING CENTER (Puente/Via Verde) AND THE CITY'S WEBSITE AT [www.cityofsandimas.com](http://www.cityofsandimas.com).

**RESOLUTION NO. 09-53**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SAN DIMAS, CALIFORNIA, APPROVING  
CERTAIN DEMANDS FOR THE MONTHS OF  
NOVEMBER AND DECEMBER 2009

WHEREAS, the following listed demands have been audited by the Director of Finance;  
and

WHEREAS, the Director of Finance has certified as to the availability of funds for  
payment thereto; and

WHEREAS, the register of audited demands have been submitted to the City Council for  
approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas  
does hereby approve Prepaid Warrant Register: 11/30/09; 20783 through 20848; in the amount  
of \$1,199,897.88; Warrant Register: 12/15/09; 129306 through 129406; in the amount of  
\$487,570.95.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF DECEMBER, 2009.

\_\_\_\_\_  
Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

\_\_\_\_\_  
Ina Rios, CMC, City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City  
Council of the City of San Dimas at its regular meeting of December 8, 2009, by the following  
vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Ina Rios, CMC, City Clerk

42(1)



***THE WARRANT DISBURSEMENT  
JOURNAL IS NOT AVAILABLE TO  
VIEW THROUGH LASERFICHE***

***A PAPER COPY IS AVAILABLE IN THE  
FINANCE DEPARTMENT***

***SORRY FOR ANY INCONVENIENCES.***

***DOCUMENT IMAGING DEPT.***



**MINUTES**  
**REGULAR CITY COUNCIL /**  
**REDEVELOPMENT AGENCY MEETING**  
**TUESDAY, NOVEMBER 24, 2009, 7:00 P. M.**  
**COUNCIL CHAMBERS, 245 E. BONITA AVE.**

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**PRESENT:**

Mayor Curtis W. Morris  
Mayor Pro Tem Denis Bertone  
Councilmember Emmett Badar  
Councilmember John Ebner  
Councilmember Jeff Templeman

City Manager Blaine Michaelis  
City Attorney J. Kenneth Brown  
City Clerk Ina Rios  
Assistant City Manager Ken Duran  
Director of Public Works Krishna Patel  
Director of Parks and Recreation Theresa Bruns  
Recreation Services Manager Leon Raya

**1. CALL TO ORDER AND FLAG SALUTE**

Mayor Morris called the regular meeting to order at 7:00 p.m. and led the flag salute.

**2. ANNOUNCEMENTS AND PRESENTATIONS**

- Southern California Association of Governments - Hassan Ikhata, Executive Director and Paula Lantz Executive Board member

**Hassan Ikhata**, Executive Director, Southern California Association of Governments provided a Powerpoint presentation on SB375, legislation signed by the Governor that requires the Southern California Region to prepare a community strategy to reduce greenhouse gas emissions. He stated that several cities have expressed concern about losing the ability to regulate land use. He said investment in transportation is an important component of the community strategy and added that several cities are looking at major mixed land use development around transportation. He will continue to work with the State and cities to push for incentive versus regulation and hopefully get a strategy together to meet the target by 2012.

- Annual Holiday Fest Celebration on December 5, 2009, Civic Center Park

**Leon Raya**, Recreation Services Manager, invited everyone to the Annual Holiday Fest Celebration on Saturday, December 5, 2009, in the Civic Center Plaza, from 9:00 a.m. to 2:00 p.m. with a rain date on December 12th. He said the event kicks off at 9:00 a.m. with Santa's Breakfast provided by IHOP and pictures with Santa; the Holiday Arts and Craft Fair; and the highlight of the day is Mt. San Dimas play area and snow slide provided by sponsorship of San Dimas Senior Citizens Club. He said also available is Truck Stop San Dimas and pictures can be taken in the fire engine, tow trucks, tractors, and dump trucks. He promised this will be an exciting venue with children's rides and entertainment throughout the day. Additional information is available at the Parks and Recreation Department at (909) 394-6230.

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➤ Pui-Ching Ho, Library Manager, San Dimas Library

**Pui-Ching Ho**, Library Manager, San Dimas Library, announced the activities offered at the Library including: the Book Party, Book for December is *Angle of Repose*; Special Guests will come to Friday Story Time to perform great songs; free Basket Workshop (limited to 25 participants); Teen Book Club meets at Student Union, Book is *Forgotten Fire*. For more information, call the Library at (909) 599-6738 or access their website [www.co.la.publib.org](http://www.co.la.publib.org).

**3. ORAL COMMUNICATIONS** (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time or asked to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

1) **Don Davis** expressed his opposition for the spending of \$11-25 million to rebuild the city hall.

2) **Susan Crawford**, on behalf of Branch Hands, said a group of volunteers mulched 68 trees on Saturday November 21, up in Sycamore Canyon Park. She said volunteers came from San Dimas, Glendora and La Verne with a few young people from the Junior Beta Honors Program., who, upon completing 100 hours of volunteer work, are recognized at their Eighth Grade Graduation. If anyone would like to join Branch Hands, contact Deborah Day at 909/394-6273 or email [dday@ci.san-dimas.ca.us](mailto:dday@ci.san-dimas.ca.us). Plan for the Arbor Day Celebration on March 3, 2010 at Eckstrand School/Marchant Park.

3) **Ted Powl**, President/CEO, Chamber of Commerce, issued a reminder that the upcoming Christmas Tree Lighting ceremony will be held at 6:00 p.m. on December 2, 2009, at the San Dimas Train Depot at Bonita Avenue and Monte Vista featuring musical entertainment from San Dimas Brass, assembled by Mr. Ed Wolfe, retired music teacher, and refreshments provided by Soroptimist Club. He encouraged children to visit the various businesses downtown, most of which are participating in a treasure hunt for kids to win cash prizes. He said Santa will be escorted down Bonita Avenue by the San Dimas Sheriff's and will meet Mayor Morris and Lil Miss San Dimas at the train station to light the Christmas tree. Santa will be available to hear kids' wishes, and Santa's hats and antlers are for sale with proceeds to benefit Meals on Wheels.

4) **Mr. Powl** said in conjunction with Meals on Wheels, several organizations will be providing food to those in need and they are always in need of financial or voluntary assistance. He said Southern California Water Company donated 25 turkeys to the Salvation Army that is expected to serve about 500 families assisted by cooks from CalPoly, Kellogg West. For additional information, contact the Chamber at 909/592-3818. He said as Board Chair, the Inland Valley Hope Partners serves over 5,000 individuals, providing to those families one weeks worth of staples and perishable foods.

Mayor Morris said a lot of organizations in the community are helping those in need. Thanksgiving time is a good time to say thank you.

#### 4. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

It was moved by Councilmember Ebner, seconded by Mayor Pro Tem Bertone, and carried unanimously to accept, approve and act upon the consent calendar, as follows.

- a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:
  - (1) **Resolution No. 09-52**, A Resolution of the City Council of the City of San Dimas, California, approving certain demands for the month of November, 2009.
- b. Approval of minutes for the regular City Council meeting of November 10, 2009 and City Council/Staff Retreat of November 2, 2009.
- c. Award to Grigolla and Sons, Inc., in an amount not to exceed \$130,000.00, for Cash Contract 2009-11 Concrete Maintenance Project - Various City-wide Locations.
- d. Approval to close Monte Vista Avenue, north of Allen Avenue for placement of student classrooms from December 2009 through August 2010, for the modernization of Chaparral High School and Ed Jones Education Center.

END OF CONSENT CALENDAR

#### 5. PLANNING/DEVELOPMENT MATTERS

- a. Deferral of plan check fees for Loma Bonita Residences, an affordable housing project to be located on the northwest corner of East Bonita Avenue and San Dimas Canyon Road.

City Manager Michaelis provided a brief background on the approved project and said the Developer is requesting that 60% of their building plan check fees be deferred until issuance of building permits. Staff recommended deferral of 60% of the building plan check fees contingent upon the developer submitting all buildings for plan check within 30 days; subject to an agreement to be prepared by the City Attorney stipulating payment of the 60% balance due at issuance of building permits, or no later than June 30, 2010 whichever comes first.

Mayor Morris clarified that the Loma Bonita Residences is a housing residential development which includes some affordable housing.

It was moved by Councilmember Templeman, seconded by Councilmember Badar, to defer 60% of the building plan check fees contingent upon the developer submitting all buildings for plan check within 30 days; subject to an agreement to be prepared by the City Attorney stipulating payment of the 60% balance due at issuance of building permits, or no later than June 30, 2010 whichever comes first. The motion carried unanimously.

#### 6. OTHER MATTERS

- a. Request from Waste Management for annual rate increase of 2.56% for residential and commercial services.

Assistant City Manager Duran said attachments not included in the report were placed on the dais. He reported that the City's franchise agreement with Waste Management allows for an annual rate adjustment based upon a formula factoring in changes to the Consumer Price Index (CPI), fuel cost index, and

landfill or disposal costs. He said Waste Management requested an increase of 2.56% for all services and staff recommends approval. Carolyn Anderson is present to answer questions.

**Carolyn Anderson**, Waste Management, provided a brief update on the commercial/multi-family recycling and said staff is meeting with customers on a regular basis. They have advertised their new Fall Leaf program to recycle additional green waste at no additional charge. She is also working with Environmental Services Coordinator Lisa Monreal who contacted several multi unit facilities and 13 have expressed interest in participating in a pilot program to recycle Christmas trees at curbside. Waste Management will be placing roll-off bins at each of the multi-family units for residents to place their trees on the property for collection.

In response to Councilmember Templeman, Ms. Anderson expressed concern that other debris will be deposited into the roll-off bins intended for Christmas tree recycling. Waste Management will monitor the pilot program and provide updates.

Mayor Morris indicated that the cost of disposing trash in Southern California is going to become very expensive.

Ms. Anderson stated that once the Canyon City Conservancy is completed in the late 2012, all waste from San Dimas will be diverted to Azusa for processing and transported to El Sobrante and other facilities. She said working with Waste Management will provide San Dimas with sound, solid financial stability moving forward with regards to disposal.

Mayor Morris invited comments from the audience.

**1) Mike Mohajer** is not in support of the rate increase requested by Waste Management. He raised issues: 1) If most of the waste is going to El Sobrante, why is the 13% proposed rate increase based on Puente Hills landfill as the basis to raise the fee by 2.56%? 2) Disposal tonnage dropped, reducing cost to Waste Management; 3) He thinks Waste Management can do a better job on their outreach and he can raise that issue at a public hearing; 4) He would also like to know how the Franchise Fee is being utilized by San Dimas.

Mayor Morris responded that the Franchise fee is a general tax that goes into the general revenue fund and is not used for a specific purpose. He asked Mr. Duran to respond to the first three questions.

Mr. Duran replied that Puente Hills was the primary facility used by Waste Management. He is not familiar with data presented by Mr. Mohajer, but he would like the opportunity to review the information.

Mayor Pro Tem Bertone suggested Mr. Mohajer provide the data to Mr. Duran for review and return to Council with answers.

Mr. Duran further replied that tonnage is for solid waste versus green waste. He said even though the fees are dropping, landfill disposal cost is increasing. He said more analysis is needed to determine if the cost is dropping in proportionate amounts to the increase.

In response to Mayor Morris, Mr. Duran replied there is a three-tiered system and the rate is based upon the size of the solid waste disposal container.

In response to Mayor Morris, Mr. Duran said within the Franchise Agreement is a provision that allows the City to conduct an annual public hearing to evaluate services provided by Waste Management. He said since two agendized meetings were conducted in January and May with an opportunity for public comment, staff did not feel it necessary to provide a separate public hearing.

In response to Councilmember Ebner, Mr. Duran said in the past, Puente Hills was the predominant landfill, however, the Agreement simply lists a disposal component and states that Waste Management will provide evidence of either an increase or decrease in disposal costs as part of the formula. He stated that staff would investigate if there has been a change.

In response to Councilmember Templeman, Mr. Duran said few complaints are received regarding billing or cart exchange issues, however, dispatch has a good track record. He added that within the Agreement are penalties for excessive complaints and staff monitors and tracks those complaints.

In response to Mayor Morris, Ms. Anderson said the use of Puente Hills Landfill for rate increases is a standard for San Gabriel Valley. She stated that it is a business decision to transfer some of the waste to El Sobrante in Riverside County. She said the rates at El Sobrante are mandated by Riverside County, however, as owner, Waste Management receives a discounted rate.

Mayor Pro Tem Bertone suggested continuing this item to the next City Council meeting.

In response to Mayor Morris, Ms. Anderson said the cost of disposal tonnage is dropping, however, the cost of using the landfill is increasing. She said information on the cost of containers is on their website at [www.keepingssandimasclean.com](http://www.keepingssandimasclean.com) and residents have the ability to lower their bill by ordering a smaller waste container at a lower price and an additional recycling container at no cost to increase their green waste capacity.

Mr. Mohajer commented that the program is being reduced county-wide. He said Puente Hills Landfill cannot be used as a basis to increase rates because the disposal tonnage continues to remain the same.

Councilmember Ebner said Mr. Mohajer raised questions, got partial answers, and Mr. Ebner sees no harm in continuing this item for two weeks to answer these questions at the next City Council meeting.

It was moved by Mayor Pro Tem Bertone, seconded by Councilmember Ebner, to continue discussion on this item to the next City Council meeting.

Mayor Pro Tem Bertone expressed his satisfaction with Waste Management's services. He asked the City Manager and Assistant City Manager to ensure San Dimas is paying fair rates compared to other cities.

Mayor Morris stated that there is a contract, the City has gone through the process and the City Council is compelled to grant the increase. When staff completes due diligence on the comparison with other cities, and the numbers are correct, this would be an automatic calculation.

Mr. Duran replied to Council that this is basically a cost of living adjustment and the contract expires in 2014. The City has the ability to cancel prior to the next extension.

2) In response to **Sid Maksoudian**, City Attorney Brown explained that the three factors considered in the fee include service, fuel, and disposal. He stated that the three factors are weighted to determine if there is to be a price adjustment.

The motion carried unanimously.

- b. Authorization to enter into a Lease Agreement with R & W San Dimas, LLC for property at 186 Village Court to be used as temporary city hall facilities.

Assistant City Manager Duran reported that staff has identified 186 Village Court as a preferred existing space to lease as temporary space for the relocation of city hall during construction. He highlighted the lease terms and said they are within the parameters authorized by the City Council and are acceptable to

staff. He added that once agreement can be reached on three outstanding points, staff will report to the City Council. Assuming the successful negotiation of the outstanding points, staff recommends that the City Council approve the business terms as outlined and reported and authorize the City Manager and City Attorney to finalize and execute a lease agreement with R & W San Dimas, LLC for the lease of 186 Village Court.

In response to Council, Mr. Duran stated that the current rate is triple what the City would be paying for the building. It was felt in this economy, that the building is better off occupied than vacant and at end of the lease, the market might improve and attract other tenants. He stated that the Senior Citizens/Community Center or the Community Room at the Sheriff's Station can be utilized for Council and Commission meetings. He said savings of approximately \$400,000 is estimated for the one phase construction.

Councilmember Ebner suggested staff start on signage and noticing the public. Mr. Duran replied that a plan is in place to communicate the move to the public well in advance of the move.

It was moved by Mayor Pro Tem Bertone, seconded by Councilmember Badar, to authorize the City Manager and City Attorney to finalize and execute a lease agreement with R & W San Dimas, LLC for the lease of 186 Village Court for lease of temporary space for the relocation of city hall. The motion carried unanimously.

## **7. SAN DIMAS REDEVELOPMENT AGENCY**

Mayor Morris recessed the regular meeting at 8:40 p.m. to convene a meeting of the San Dimas Redevelopment Agency Board of Directors. The regular meeting reconvened at 8:42 p.m..

## **8. ORAL COMMUNICATIONS**

- a. Members of the Audience (*Speakers are limited to five (5) minutes or as may be determined by the Chair.*)

No one came forward to comment.

- b. City Manager

City Manager Michaelis announced that the City has a Mobile Home Accord that sets forward guidelines for how rents are established in mobile home communities in San Dimas. He said the Accord expires at the end of the year and both City staff and Park owners met to discuss the potential for renewing the Accord for an additional five years. He said an announcement was circulated to invite residents to an informational meeting on December 3, 2009 to discuss the details of the proposed extension of the Accord. The meeting will be held in the Council Chambers at 7:00 p.m. and the item has been scheduled for City Council consideration at their December 8, 2009 meeting.

Councilmember Ebner asked that information be included in that meeting. He said the Accord applies to not only the City-owned Park, but other Parks as well and he wanted to know how all the Mobile Home Parks are doing since the cost of living is below the 3.5% floor set. He inquired if the 3.5% floor would be in effect in view of the fact that the cost of living has decreased less than anticipated five years ago.

City Manager Michaelis replied that the flexibility would remain in the proposed Agreement to fix rent increases to a minimum of 3.5% and a maximum of 7%. He added that the 3.5% minimum increase is elective and the Park owner has the ability to charge less than 3.5%. He said two communities did not increase the rent while another increased the rent to 3.5%, however they subsidized the cost and there was no net cost to the residents.

Mayor Morris stated that there is no provision in the Accord for pass-throughs and the only capital improvements that could be pass-through to the residents are those voted on by the residents. There are only two methods by which a Park owner can raise money for improvements: 1) when a unit is vacated, the rate can be raised to the current market value; 2) when the Tax Assessor increases property taxes by 2%. He stated that if generally acceptable, the Accord can be extended for an additional five years, unless the residents object.

c. City Attorney

There were no comments.

d. Members of the City Council

- 1) Councilmembers' report on meetings attended at the expense of the local agency.

There were no meetings attended at the expense of the City.

- 2) Individual Members' comments and updates.

- 1) Councilmember Templeman thought it would be helpful for staff to communicate to the public any progress on the rehabilitation project at San Dimas Avenue, north of Gladstone. Mayor Morris suggested subscribing to electronic mail or accessing the City's website for a status report.

- 2) Councilmember Templeman said Public Works Director Patel is attempting to obtain a permit to clear the wild vegetation creating a fire hazard on San Dimas Canyon Road. He said the neighborhood is concerned about fire safety. He wished everyone a Happy Thanksgiving.

- 3) Councilmember Badar said various events have begun and he thought information should be publicized on the City's website. He wished everyone Happy Thanksgiving.

At the request of Councilmember Badar, Director of Parks and Recreation Bruns said fliers on the 50th Anniversary Banner Sponsorship program were delivered to the Chamber for advertising in the Pioneer and staff will be posting it on the website. She said banner sponsorship applications will be accepted immediately and for requests received by December 18, 2009, banners could be hung by the middle of January. Individuals, organizations or businesses can purchase a sponsorship for a 50th Anniversary banner for \$225 to be hung either on Arrow Highway/Bonita Avenue or Via Verde Avenue for the year. Banners can be purchased month to month until mid-year, and at the end of the year, the banners will be turned over to the sponsor. Names of sponsors will be imprinted at the bottom of the banner.

- 4) Mayor Pro Tem Bertone commended the Historical Society volunteers on the professional exhibits at the opening of the San Dimas Historical Society Museum on Friday, November 20, 2009 at the Walker House. He invited the public to visit the Museum.

- 5) Mayor Pro Tem said brush should be removed if it poses a fire hazard, however, he urged staff to be cautious when dealing with wildlife habitat.

- 6) Mayor Morris also applauded the Historical Society Museum and invited the public to attend. He wished everyone Happy Thanksgiving.

**9. ADJOURNMENT**

Mayor Morris adjourned the meeting at 8:57 p.m. The City Council will next meet on Tuesday, December 8, 2009, 7:00 p.m.

Respectfully submitted,

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Ina Rios, CMC, City Clerk



**MINUTES**  
**SPECIAL MEETING OF**  
**CITY COUNCIL/SAN DIMAS**  
**REDEVELOPMENT AGENCY**  
**TUESDAY, NOVEMBER 10, 2009, 5:00 P. M.**  
**CITY COUNCIL CONFERENCE ROOM**  
**245 E. BONITA AVE.**

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**PRESENT:**

Mayor Curtis W. Morris  
Mayor Pro Tem Denis Bertone  
Councilmember Emmett Badar  
Councilmember John Ebner  
Councilmember Jeff Templeman

City Manager Blaine Michaelis  
City Attorney J. Kenneth Brown  
City Clerk Ina Rios  
Assistant City Manager of Community Development Larry Stevens  
Assistant City Manager Ken Duran  
Director of Development Services Dan Coleman  
Director of Public Works Krishna Patel  
Director of Parks and Recreation Theresa Bruns  
San Dimas Sheriff's Captain Joe Hartshorne

Architect John Sorcinelli

**1. CALL TO ORDER**

Mayor Morris called the meeting to order at 5:07 p.m.

**2. ORAL COMMUNICATIONS**

(For anyone wishing to address the City Council on an item on this agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. Speakers are limited to three minutes or as may be determined by the Chair.)

- a. Members of the Audience

Mayor Morris invited interactive participation. There were no comments at this time.

**3. STUDY SESSION**

- a. Various matters related to Downtown Specific Plan and other Downtown matters:

- 1) Preliminary consideration of alternate façade designs and program to address façade issues at Bonita Avenue.

Assistant City Manager of Community Development Stevens said staff was authorized to contract for architectural services to analyze concerns with failing of the aging facades at 151 and 155 W. Bonita Avenue. He is requesting preliminary feedback, then he will meet with property owners to decide a plan for participation and report to Council for action.

In response to Mayor Pro Tem Bertone, Mr. Stevens replied that the City does not have financial responsibility for the façades, however, the city is responsible for sidewalks and public safety. He mentioned that 35 years ago the City had a façade program that has since been discontinued.

In response to Mayor Morris, Mr. Stevens replied that for safety, portions of the overhang were removed along the public site and currently there are no unsafe conditions.

Architect John Sorcinelli provided a Powerpoint presentation detailing the problems that were identified on the historic buildings at 151, 155, 157 and 161 E. Bonita Avenue.

In response to Councilmember Ebner, Mr. Sorcinelli said all the buildings are unreinforced masonry and he does not believe seismic retrofitting occurred under recent code requirements. He added that the storefronts have, in part, been structural.

Mr. Sorcinelli described in detail the intended work and preliminary costs for each alternative and approaches to address the short term and mid term renovation.

Mr. Sorcinelli responded to Council regarding signage, existing masonry conditions and repair work in some locations. He said the brick had deteriorated and he does not recommend short or mid term renovation at 151 W. Bonita Avenue.

Mr. Sorcinelli discussed in detail Long term renovation and Long term-new one story building.

Councilmember Templeman suggested finding a way to vacate the alley to get additional sidewalk space in front of the buildings.

Mr. Sorcinelli discussed the Long term-new retail/residential/live-work in detail.

Mayor Morris suggested acquiring the property from willing sellers, demolishing the site, and returning the land to buildable condition. He mentioned that it is a challenge to identify potential users who can afford to pay the rent to justify the cost for a long term Downtown renovation.

Assistant City Manager Stevens said live/work units appear to be more popular than retail.

Councilmember Ebner thought that the historic looking parapets/façade is more attractive.

Mayor Pro Tem Bertone said he likes the long term, one-story buildings.

Mr. Stevens stated he would meet with the affected property owners to get their feedback and staff will return to the City Council with recommendations for action. He mentioned that there are other buildings with older facades that may need consideration and he will discuss the various options with those property owners and what their resources are to implement programs.

In response to Council, Mr. Stevens described the options that include grants, partial grants, low interest loan, deferred loan, and economic assistance strategies. He added that San Dimas Redevelopment Agency funds are available for the first four alternatives, non-residential portions, and if the City Council selected the long term options, set-aside funds would be utilized.

Councilmember Templeman suggested that architectural details of 1910 in the downtown would be attractive to the public. He indicated that wood does not have historic value and asked if it was needed on some of the store fronts.

Mayor Morris expressed concern that the market might not be there for a long term renovation. He suggested considering mid-term renovations as a solution to the existing problems, since the price was not that different from the short-term remodel.

Mr. Stevens stated that there is not much difference between the short-term and mid-term and said brick is preferred if they do not want wood.

Councilmember Ebiner expressed concern that mid-term solutions do not consider seismic upgrades.

Mr. Sorcinelli stated that the Long Term One Story Building makes sense, adding 50% to the area, seismically retrofitted façade, and would have the ability to increase rents. He said offering a larger space attracts a different kind of business.

Mr. Stevens suggested creating a seismic assistance program. Mayor Morris indicated the cost would be between \$150,000 to \$200,000 to retrofit a building.

It was the consensus of the City Council to offer assistance programs to business owners willing to upgrade their buildings. Mr. Stevens will craft a general façade program and talk to property owners.

2) Prioritization of future projects and/or property acquisitions in the Downtown.

Assistant City Manager of Community Development Stevens reported that for the past couple of years, staff has been working with the Downtown planning consultant to develop a new specific plan for the downtown area. He provided a brief description and rationale for sixteen potential projects that were identified and requested Council to prioritize and rank each project. Staff is also updating the Redevelopment Agency Five-Year plan.

It was moved by Mayor Pro Tem Bertone, seconded by Mayor Morris to consider as first priority the acquisition of the Chevron Station property at the northwest corner of Bonita Avenue and San Dimas Avenue. The motion carried unanimously.

Mr. Stevens requested reconvening after the regular City Council meeting to discuss the remaining three items.

**RECESS**

Mayor Morris recessed the meeting at 7:03 p.m. The meeting was reconvened at 9:25 p.m.

3) Discussion of preliminary design of Arrow/Bonita "Wagon" and entryway signs.

Assistant City Manager of Community Development Stevens said as part of the Downtown planning process, staff hired a firm that specializes in signing, branding and wayfinding programs to identify preliminary conceptual approaches to update the current entry monument (wagon) and consider new entry monument concepts which may include public art. The consultant also provided some thoughts on additional gateway signage and a wayfinding comparison.

Mr. Stevens described three approaches for the Wagon Entry monument: First option includes updating the existing wagon entry monument; the second option is to replace the wagon with a different type of monument; the third allows some kind of "Welcome to San Dimas" design. He spoke with Dave Harbin who indicated no one wants to get rid of the wagon. Staff felt the simple project needs refreshing and updating. He asked for Council's feedback on the three approaches.

The majority of the City Council was reluctant to eliminate the wagon and would like a link to San Dimas. Mayor Morris stated he did not oppose keeping the wagon, however, he expressed concern with the appearance of the signs.

Mr. Stevens stated he would look at costing options, follow a freshening strategy, and bring back to the City Council for additional discussion and decision.

Mr. Stevens said for the secondary signage, the consultants came up with two examples and staff could start with two or three of these added over the course of time if the City Council finds this appropriate. He said he would get pricing on preliminary concept designs.

Mr. Stevens said he would like a more historical monument than western for the gateway entrance off Bonita Avenue. He thought a logo could be imbedded at the base or top of the monument. He will bring back several choices of more refined designs.

In response to Councilmember Ebner, Mr. Stevens said he is moving away from the wagon wheel which was never adopted as an official logo.

Mr. Stevens said the current wayfinding is cluttered and unattractive. He would like to explore a couple of concepts of standardized signs, rather than using a metal street sign, and come back to Council for discussion and decision.

4) Discussion of preliminary street redesigns for Bonita/Cataract/railroad intersection.

Assistant City Manager of Community Development Stevens said as part of the Downtown Specific Plan, KOA Corporation, a traffic consultant, was hired to evaluate possible revisions to the Bonita & Cataract intersection, which may become difficult with extension use once the Gold Line reaches San Dimas. Staff has persuaded the Gold Line to consider a grade separation at that intersection, however, that option seems unlikely and the next best choice is to examine ways to adjust the intersection to facilitate an opportunity for signalization in the future. He presented two alternates that were discussed and said from an engineering perspective KOA and RKA prefer Alternative One.

Alternative One: narrows the streets to a more conventional width by eliminating the large landscape areas and probably allows a signalized intersection without too many complicated gates and diagonal railroad crossing.

Alternative Two: bends the street in a southerly direction to minimize the length of track within the street.

Mr. Stevens said staff was successful in securing \$1.4 million in the Metro Call for Projects in 2014 for improvements to this intersection as well as other pedestrian enhancements in the Downtown. Staff requested feedback on the design alternatives to facilitate discussion during the remaining Downtown Specific Plan process.

In response to Mayor Morris, Mr. Stevens pointed out that staff has a \$1.4 million grant available until 2014 and will explore design options including a bridge if he can get an appropriate design.

In response to Council, Mr. Stevens said the Gold Line will make minimum safety improvements; however, staff wants a design that works within the context of what they want to do. He said this was presented on a conceptual basis, and staff will work with the Gold Line and timeframe, and come back in 2011 with a design.

5) Discussion of parking district.

Assistant City Manager of Community Development Stevens said a study was conducted on parking supply and demand in the Downtown. The study concluded the supply of parking spaces is adequate to meet the demand at virtually all times of the day, however, there are some equity issues as it relates to the parking district and the financial viability of the district. Staff would like feedback on the adequacy and distribution of parking supply; equity relative to the block east of Monte Vista, opportunities for additional parking if needed, and the need for parking when residential uses are introduced into the area.

In response to Mayor Morris, Mr. Stevens replied that a parking space requires 400 square feet and staff must consider the value of the land and cost of improvements. He will conduct a survey to determine how this issue is handled in surrounding cities.

Mr. Stevens responded to Mayor Morris that the owner of the Church property has a conditional approval requiring him to come up with the required number of parking spaces. Pursuant to the Code he can acquire property within 500 feet for offsite parking; however, that has not been done.

Mayor Morris commented that it would make sense for any development for two properties to be developed together.

Mr. Stevens stated that there was some discussion about the stage of design and solutions at the Train Stop, but nothing materialized. He said there are some design issues that need to be addressed with some type of strategy.

Mr. Stevens said other opportunities are available that he would like to further discuss.

The City Council suggested, if the price is right, considering the parcel north of First Street, parking spaces across the alley to the hardware store, and the lot north of the Walker House.

Mr. Stevens said if residential is introduced, the parking demand is different than for commercial and staff will look at that when the Downtown Specific Plan is brought back. He said based on tonight's comments, he will have the consultants complete the draft plan by mid December; schedule the last community workshop for mid-January; and present the Draft Plan and solicit comments at a study session, and prepare for the hearing in March so the project can be completed.

Mayor Morris said in this economy, the best solution is to upgrade the appearance of the Downtown and when the opportunity arises, other projects can be considered. Mr. Stevens replied that most cities do not like a straight form based code.

#### 4. ADJOURNMENT

Mayor Morris adjourned the meeting at 10:20 p.m. The next City Council meeting is Tuesday, November 10, 2009, 7:00 p.m.

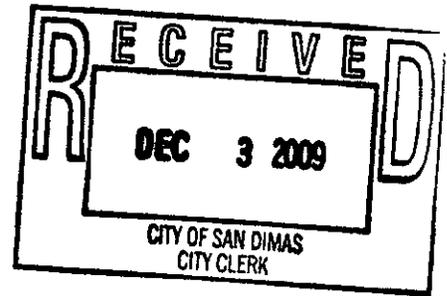
Respectfully submitted,

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Ina Rios, CMC, City Clerk



December 2, 2009



TO: The City of San Dimas

ATTENTION: Ken Duran, Assistant City Manager

RE: Claim : Southern California Edison vs. The City of San Dimas  
Claimant : Southern California Edison  
D/Event : 6/5/2009  
Rec'd Y/Office : 11/23/2009  
Our File : S-1514044-DBQ

We have received and reviewed the above claim and request that you take the action indicated below:

**CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very truly yours,

CARL WARREN & COMPANY

Richard D. Marque

cc: CJPIA w/enc.

Attn.: Executive Director

**CARL WARREN & CO.**  
CLAIMS MANAGEMENT CLAIMS ADJUSTERS  
770 Placentia Avenue, Placentia, CA 92870-6832  
Mail: P.O. Box 25180 · Santa Ana, Ca 92799-5180  
Phone: (714) 572-5200 • (800) 572-6900 • Fax: (714) 961-8131

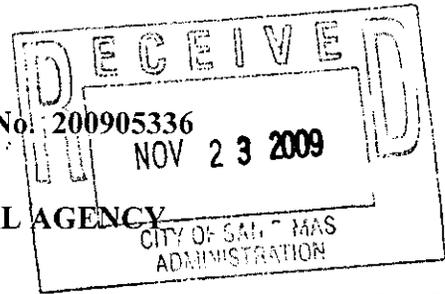
4C





SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company



Our File No: 200905336

**CLAIM AGAINST A GOVERNMENTAL AGENCY**

The Southern California Edison Company, a corporation, is hereby presenting its claim for damage/loss to City Of San Dimas.

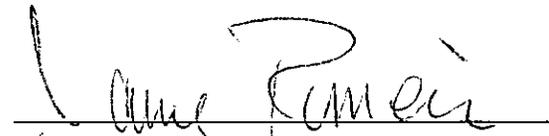
- 1. **Date of occurrence/discovery** June 05, 2009
- 2. **Location of occurrence** 1348 Puente C/O Via Esperanza San Dimas
- 3. **Cause of damage/loss** Underground Damage - Contractor for the City of San Dimas while reconstructing sidewalk struck and damaged Edison underground cable.
- 4. **Amount or estimate of damage/loss** \$5000.00
- 5. **Name and address (if known) of public employee or agency causing damage** HYM Engineering Inc.  
15361 Eucalyptus Ave.  
Bellflower, CA 90706

All correspondence in regard to this claim should be addressed to: Southern California Edison Company (Claims Department), P.O. Box 900, Rosemead, California 91770, Attention: Jaime Romero

**VERIFICATION AND CERTIFICATION**

State of California, County of Los Angeles (ss.) Jaime Romero, being by me duly sworn, deposes and says: that he/she is a Claims Representative for Southern California Edison Company, a corporation, claimant; that he/she has read the foregoing

claim and knows the contents thereof; and that the same is true and correct of his/her own knowledge, except as to the matters which are therein stated upon his/her information or belief, and as to those matters that he/she believes to be true.

  
Claimant's Signature



# Agenda Item Staff Report

**To:** Honorable Mayor and Members of the City Council  
*For the Meeting of December 8, 2009*

**From:** Krishna Patel, Director of Public Works

**Subject:** **Introduction of Ordinance No: 1192 Amending Chapter 14.08 of the San Dimas Municipal Code to add new sections regarding fees.**

## DISCUSSION

The County conducts industrial waste inspection and plan review activities for the City and then charges individual contractors and businesses for inspection services based on the City's fee structure for such services. The purpose of this amendment is to properly recoup the costs for the services provided. In 1991, the Council adopted Ordinance No. 953 which incorporated updates to LA County Title 20, regarding sanitary sewers and industrial waste (County Ordinance 89-0101).

The adoption of Ordinance No. 953 incorporated all the increased County fees relative to industrial waste services provided by the County to the City, which also included a number of technical changes in conformance with U.S. Environmental Protection Agency requirements. However, in 2002, the County further updated Title 20 to include an automatic annual review of fees, calculated based on the previous year's Consumer Price Index (CPI) increasing charges accordingly.

The County contracts with 37 cities for inspection and plan review of which five cities match the current County fees and sixteen cities (including San Dimas) charge based on the 1989 ordinance. Eight cities have fees which are more than the County's fees (ranging from 5-20%), allowing for these cities to ensure there is enough funding to pay for the program, answer questions from constituents (and businesses) and be able to process the billing and invoices for County time (administrative cost). It also pays for any violations which may occur.

The City's proposed ordinance amendment will bring the City fees up to match the current fees charged by the County, allow for annual review of fees based on the CPI, provide for recovery of administrative fees associated with the Ordinance by assessment of a 15% fee in addition to the current County fee, and incorporate some minor adjustments to clarify terminology.

## RECOMMENDATION

Staff recommends that City Council schedule a hearing for the January 12, 2010 Council meeting for the adoption of Ordinance 1192 to incorporate said fee increases.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Krishna Patel", written over a horizontal line.

Krishna Patel  
Director of Public Works

**City of San Dimas Industrial Waste Fees  
Effective January 12, 2010\***

<b>SECTION</b>	<b>FEE</b>	<b>SECTION</b>	<b>FEE</b>
IW Inspection (I12 A)	\$189		
IW Inspection (I06 B)	\$373		
IW Inspection (I04 C)	\$559		
IW Inspection (I03 D)	\$745		
IW Inspection (I02 E)	\$1,118		
IW Inspection (I01 M)	\$2,230		
IW Inspection, RDS (D X)	\$283		
Permit App, New (A01-06 SEWER)	\$362	Permit App, Revision (M01-06 SEWER)	\$235
Permit App, New (A07-12 ONSITE)	\$561	Permit App, Revision (M07-12 ONSITE)	\$339
Permit App, New (A13-18 OFFSITE)	\$531	Permit App, Revision (M13-18 OFFSITE)	\$321
Plan Review, New, Sewer (P01 1)	\$539	Plan Review, Rev, Sewer (R01 1)	\$426
Plan Review, New, Sewer (P02 2)	\$680	Plan Review, Rev, Sewer (R02 2)	\$522
Plan Review, New, Sewer (P03 3)	\$852	Plan Review, Rev, Sewer (R03 3)	\$657
Plan Review, New, Sewer (P04 4)	\$938	Plan Review, Rev, Sewer (R04 4)	\$729
Plan Review, New, Sewer (P05 5)	\$1,374	Plan Review, Rev, Sewer (R05 5)	\$1,059
Plan Review, New, Sewer (P06 6)	\$1,762	Plan Review, Rev, Sewer (R06 6)	\$1,356
Plan Review, New, Onsite (P07 1)	\$736	Plan Review, Rev, Onsite (R07 1)	\$570
Plan Review, New, Onsite (P08 2)	\$920	Plan Review, Rev, Onsite (R08 2)	\$707
Plan Review, New, Onsite (P09 3)	\$1,175	Plan Review, Rev, Onsite (R09 3)	\$899
Plan Review, New, Onsite (P10 4)	\$1,302	Plan Review, Rev, Onsite (R10 4)	\$999
Plan Review, New, Onsite (P11 5)	\$1,917	Plan Review, Rev, Onsite (R11 5)	\$1,480
Plan Review, New, Onsite (P12 6)	\$2,474	Plan Review, Rev, Onsite (R12 6)	\$1,907
Plan Review, New, Offsite (P13 1)	\$593	Plan Review, Rev, Offsite (R13 1)	\$426
Plan Review, New, Offsite (P14 2)	\$729	Plan Review, Rev, Offsite (R14 2)	\$522
Plan Review, New, Offsite (P15 3)	\$920	Plan Review, Rev, Offsite (R15 3)	\$657
Plan Review, New, Offsite (P16 4)	\$1,015	Plan Review, Rev, Offsite (R16 4)	\$729
Plan Review, New, Offsite (P17 5)	\$1,503	Plan Review, Rev, Offsite (R17 5)	\$1,059
Plan Review, New, Offsite (P18 6)	\$1,927	Plan Review, Rev, Offsite (R18 6)	\$1,356
Closure Inspection (C01-C18 all)	\$189		
Site Remediation/hr	\$100		
Off-Hrs Inspection/hr	\$161		
Inspection, Special	\$283		
Additional Plan Review/hr	\$100		
Wastewater Sampling	\$283		

\*The above fees include a fifteen percent (15%) fee in addition to the current County fee to defray the city's administrative and engineering costs.

\*Fees shall be annually adjusted per Los Angeles County CPI.

Aibany  
Atlanta  
Brussels  
Denver  
Los Angeles

**McKenna Long  
& Aldridge**  
Attorneys at Law

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Philadelphia  
San Diego  
San Francisco  
Washington, D.C.

J. KENNETH BROWN  
(213) 687-2101

EMAIL ADDRESS  
kbrown@mckennalong.com

November 24, 2009

Mr. Krishna Patel  
Director Of Public Works  
City of San Dimas  
245 East Bonita Avenue  
San Dimas, CA 91773

**Re: County Industrial Waste Ordinance**

Dear Krishna:

After our discussion I revised the draft Ordinance to adopt by reference the current Los Angeles County Ordinance as effective through June 30<sup>th</sup> of this year. Copies of that current Ordinance will include the adjustment in fees reflected in the draft Lisa initially prepared. The procedure for the adoption by reference includes introduction of the Ordinance at the meeting on December 8<sup>th</sup> and then Ina will post the public hearing notice twice in a newspaper so it can be set for the public hearing and adoption at the January 12<sup>th</sup> meeting. Please be sure that three copies of the current Code are available in Ina's office.

If there are any questions about the Ordinance, please call me.

Very truly yours,

  
J. Kenneth Brown

JKB:cp  
Encls.

cc: Ina Rios, CMC, City Clerk  
Mr. Blaine Michaelis, City Manager  
Lisa Monreal

LA:17714928 1

**ORDINANCE NO. 1192**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS  
ADOPTING BY REFERENCE PURSUANT TO THE PROVISIONS  
OF SECTION 50022.2 OF THE CALIFORNIA GOVERNMENT CODE,  
LOS ANGELES COUNTY  
SANITARY SEWERS AND INDUSTRIAL WASTES ORDINANCE  
AS EFFECTIVE THROUGH JUNE 30, 2009  
AND AMENDING THE SAN DIMAS MUNICIPAL CODE**

The City Council of the City of San Dimas does hereby ordain as follows:

Section 1. Title 14, Chapter 14.08, Section 14.08.010 of the San Dimas Municipal Code is hereby amended to read as follows:

**"Section 14.08.010 County sanitary sewers and industrial waste ordinance adopted – Where filed.**

A. Except as otherwise amended in this chapter and Chapter 14.12, Ordinance No. 89-0101 of the County, entitled "Los Angeles County Sanitary Sewers and Industrial Wastes Ordinance", which is published by the county, and as codified in Title 20, Division 2 of the Los Angeles County Code, as amended through June 30, 2009, is adopted as the San Dimas Sanitary Sewers and Industrial Waste Ordinance.

B. Three copies of the county Ordinance effective through June 30, 2009, are on deposit in the office of the City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

C. References contained in this chapter to section numbers and amendments to the County Sanitary Sewer and Industrial Waste Ordinance are declared to be references to the section numbers contained in the Los Angeles County Code."

Section 2. Title 14, Chapter 14.08, Section 14.08.030 of the San Dimas Municipal Code is hereby amended by adding thereto a new Section G to read as follows:

"G. The City engineer shall collect a surcharge of fifteen percent of all fees collected to defray the city's administrative and engineering costs.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**Ordinance No. 1192**

SECTION 4. Any violation of the provisions of this ordinance shall be subject to the following penalty as provided in Section 14.08.040:

“Any person violating any provision of this chapter or any condition or limitation of any permit issued pursuant hereto is guilty of a misdemeanor and upon conviction is punishable by fine not exceeding one thousand dollars or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment. Each day during which any violation of this chapter continues shall constitute a separate offense punishable as provided herein (Ord. 953 § 1 (part), 1991).”

SECTION 5. This Ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk shall cause it to be published in a local newspaper of general circulation hereby designated for that purpose.

Passed, approved and adopted this \_\_\_\_ day of January 2010.

MAYOR OF THE CITY OF SAN DIMAS:

\_\_\_\_\_  
Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

\_\_\_\_\_  
Ina Rios, CMC, City Clerk

**Ordinance No. 1192**

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. 1192 was introduced at the regular meeting of the City Council on \_\_\_\_\_, 2009 and was thereafter adopted and passed at the regular meeting on the City Council held on \_\_\_\_\_, 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance No. 1192 to be published in the Inland Valley Daily Bulletin.

\_\_\_\_\_  
Ina Rios, CMC, City Clerk

# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
*For the Meeting of December 8, 2009*

**FROM:** Michael Concepcion, Planning Division

**INITIATED BY:** Development Services Department

**SUBJECT:** Consideration of Mills Act Contract for  
511 North Belleview Avenue (APN # 8387-005-040)

**CEQA:** This project is categorically exempt from the California Environmental Quality Act according to Guidelines Section 15331, stating that the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review.

## **SUMMARY**

*The property owners of 511 North Belleview Avenue are requesting to enter into a Mills Act Contract with the City. Staff recommends **approval** to authorize a Mills Act Contract with the property owners in exchange for the preservation and restoration of the existing historic residence.*

## **BACKGROUND**

The Mills Act contract is an agreement with the City and property owners of qualified historic properties to rehabilitate, maintain, and restore their historic property in return for a reduction in property taxes. Should the Council approve the Mills Act contract, the City enters into an agreement with the property owners for a period of ten years. Any modifications or improvements to the property shall conform to the Guidelines set forth in the Secretary of the Interior's Standards for Rehabilitation, as found in **Exhibit A** from the *Historic Property Preservation Agreement*.

The current owners bought the property in 2008 and would like to enter into an agreement with the City for a Mills Act Contract. Located within the Upper San Dimas Avenue Historic District, this one-story Craftsman Bungalow is also within the Town Core. The Historic Resources Survey, published in 1991, provides a two-page historical description of the property, attached as **Exhibit B** from the *Historic Property Preservation Agreement*. In the survey, the date of construction for the house is 1914. It also states the property designation of "3D", meaning the property "appears eligible as a contributor to a fully documented district". Furthermore, the survey describes the house as "significant as a representative example of the early residential development of San Dimas."

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## CITY ELIGIBILITY FOR MILLS ACT CONSIDERATION

The property meets the following three required Mills Act criteria set by state law, as listed below in **Table 1**:

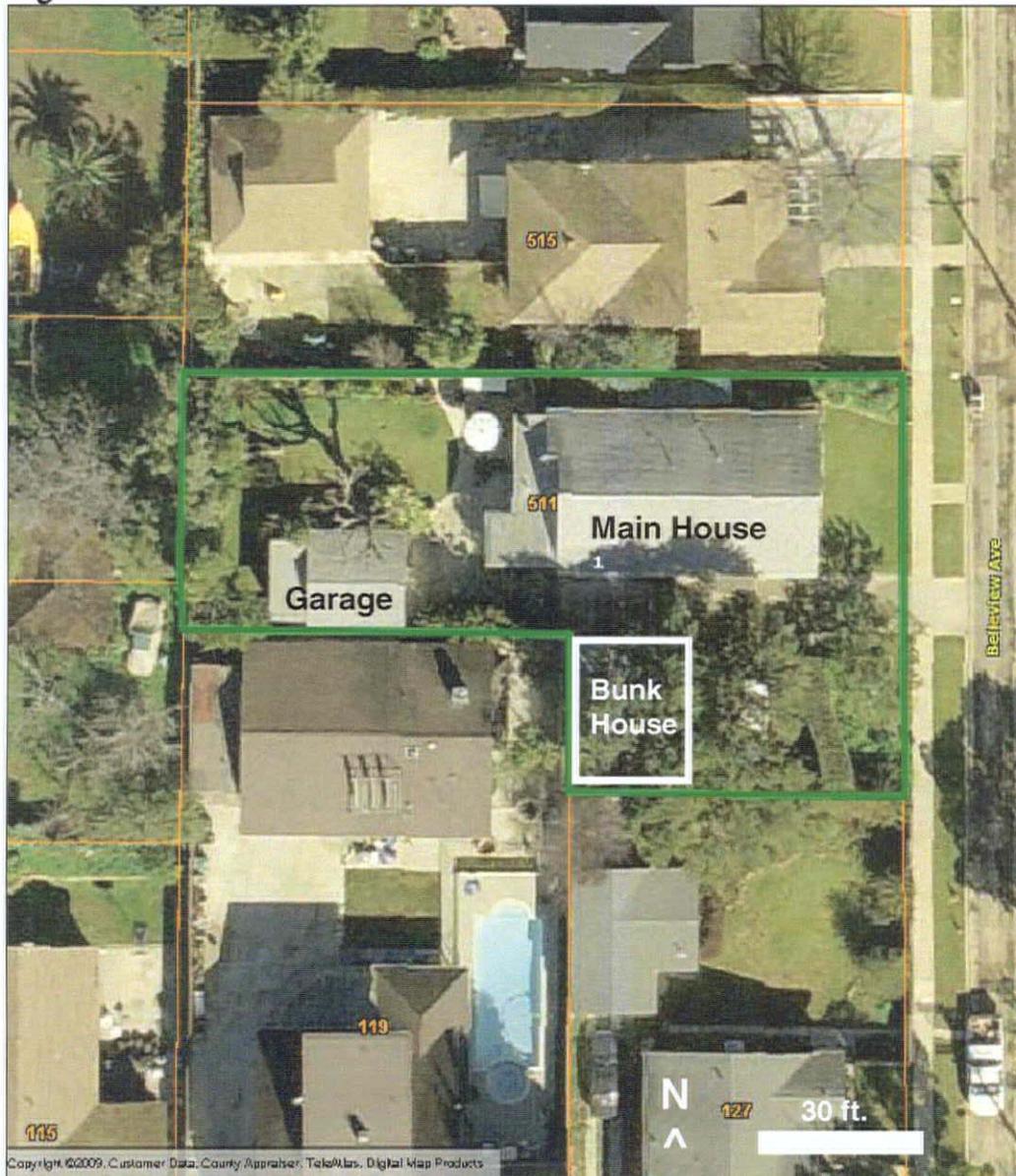
**Table 1. Mills Act Criteria and How Property Meets Criteria**

	<b>Mills Act Required Criteria</b>	<b>How Property Meets Criteria</b>
<b>1</b>	Must be a privately owned property which is not exempt from property taxation.	The property is privately owned and not exempt from property taxation.
<b>2</b>	Must be identified as a "Historic Resource" by the City of San Dimas Historic Resources Survey adopted by the City Council <u>and</u> must not have been altered since the 1991 survey in a manner that would change its historic significance as determined by planner inspection.	The 1991 Historic Resources Survey lists the property as eligible as a contributor to the Upper San Dimas Avenue Historic District. Furthermore, the main house does not appear to have been altered in a significant manner since 1991. Most of the alterations to the house (mainly the front porch enclosure, concrete block screening and rear additions) have all been made <i>prior</i> to 1991.
<b>3</b>	"Buildings...must include all of the basic structural elements" consistent with the <i>Guidelines For the Assessment of Enforceably Restricted Historic Property</i> adopted by the State Board of Equalization on May 25, 2005. The <i>Guidelines</i> further state, based upon Section IV of National Register Bulletin #15, that: "Parts of buildings, such as interiors, facades, or wings, are <u>not</u> eligible. A newly constructed building is not a historic resource, and thus, is <u>not</u> a qualified historical property within the meaning of Government Code section 50280.1. For example a newly constructed detached garage (assuming it is not a reconstruction of a historical garage) clearly would not be eligible because it has no significance in American history or architecture, nor does it meet any of the other requisite criteria."	<ul style="list-style-type: none"> <li>• The main house is considered a historic resource and includes all of the basic structural elements, except for the full porch.</li> <li>• The detached garage is not considered a historic resource.</li> <li>• The bunk house might be seen as a historic resource. Although the exact date of the bunk house's construction is unknown, it was probably built sometime before the 1950's.</li> </ul>

## SITE

Zoned Single Family Residential (SF-7500), this L-shaped lot is 8,585 square feet (**Figure 1**). The main house is located on the north-east corner of the lot. There are two accessory buildings: a bunk house on the south side of the property and a detached two car garage on the west side of the property. There are many mature trees on the property, including a prominent oak tree on the southeastern corner of the lot.

**Figure 1.** Aerial for 511 North Belleview Avenue



## MAIN HOUSE FRONT FACADE

This one-story house is representative of the Craftsman Bungalow style. Among the character-defining features are the deep overhangs, a front porch, a raised foundation set on stone, and horizontal and shingle-style siding listed in the *San Dimas Town Core Design Guidelines*, which can be found in **Figure 2** below.

**Figure 2.** Features in a Typical One-Story Craftsman Bungalow, from the *San Dimas Town Core Design Guidelines*.

### One-story Craftsman Bungalow



### Roof

- A large, low-pitched gable roof with the gable end fronting the street is characteristic.
- A small gable caps the entry porch with a large gable behind.
- Open eaves overhang and are supported by projecting brackets, which are typically fine and craftsman-detailed.
- The roof space is usually not habitable, and no dormer windows appear on the roof.
- Roof materials are either wood or asphalt shingles.

### Porch

- The porch is a defining feature of a Craftsman Bungalow.
- The porch is usually raised and appears as a raised platform on the street frontage.
- The porch acts as "furniture" for the house.
- From the porch, the living room directly faces the foyer. In this case, the porch acts as an entry.
- The porch roof is supported by columns or piers.

Throughout the years, the front facade has gone through considerable renovation. In **Figure 3**, the evolution of the front facade is shown. As the photographs reveal, most of the front porch modifications were made prior to 1991. Originally, the house had a front porch with columns, as seen in the photograph which was probably taken in the 1950's (**Figure 3a**). Each column consisted of double wood pilasters. By 1962, a portion of the front porch was enclosed (**Figure 3b**). The exterior siding for the porch was changed to match the style siding of the house. The enclosure is an interior closet that is accessed from an existing bedroom. The front door is now accessed from the side of the porch through a concrete block screen wall in a geometric pattern, running the full height of the patio (**Figure 3c**). Today, only minor changes were made from 1991 to 2009 with the sliding aluminum window of the porch enclosure. The house retains many architecturally significant details like the lattice vent under the gable ridge, the triangular knee braces, and the stone chimney.

**Figure 3.** Front Facade Renovations from Circa 1950's to 2009.

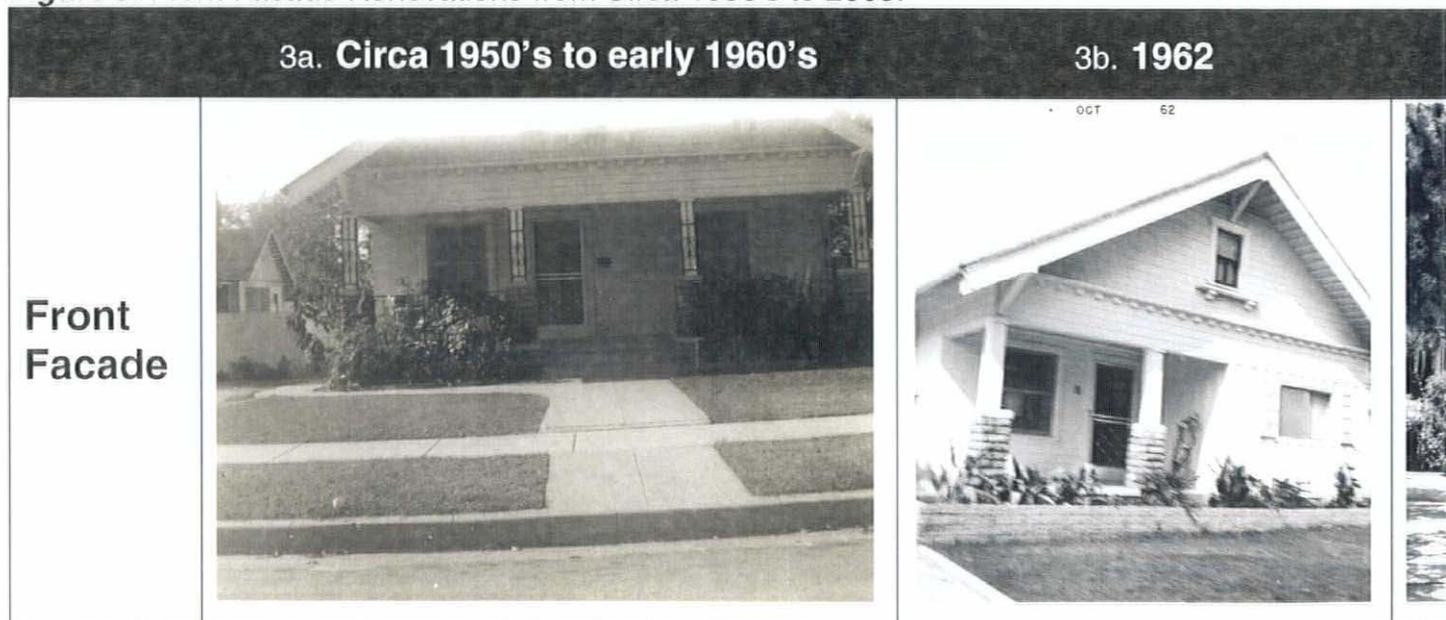


Photo sources: Gwen Noah (3a, 3b), Historic Resources Survey (3c), and Planning Staff (3d).

## REAR ELEVATION

The rear elevation has a main gable and a smaller gable pavilion underneath. Similar to the front elevation, the rear has a lattice vent and knee bracket underneath the gable ridge. By the 1960's, small additions have been incorporated to the rear (**Figure 4a**). These minor additions, particularly the shed roof, are not appropriate for the Craftsman Bungalow style and are contrary to the Town Core Design Guidelines. Today, the rear facade has remained largely unchanged since the 1960's, except for the stairway leading to the rear door (**Figure 4b**).

**Figure 4.** Rear Elevation

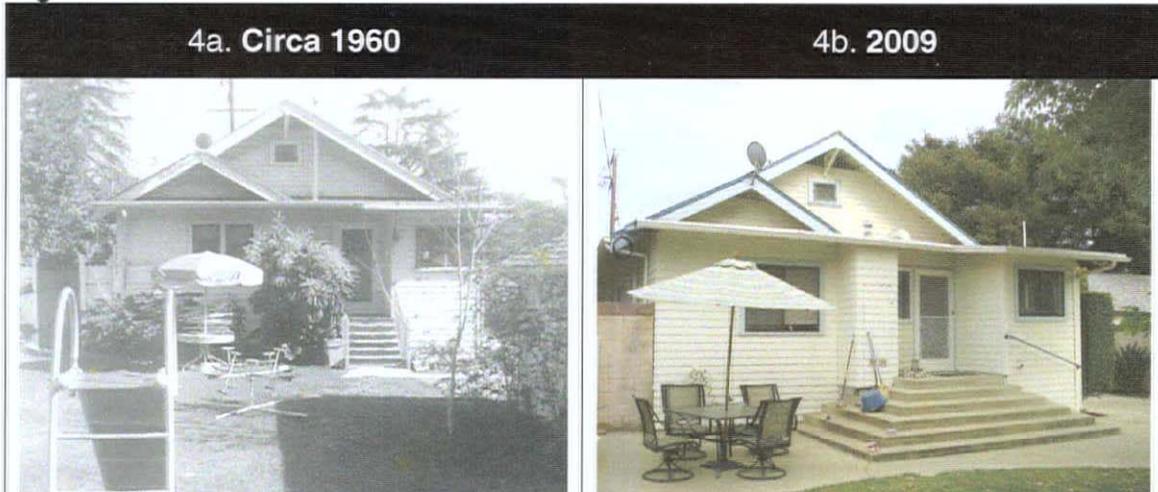
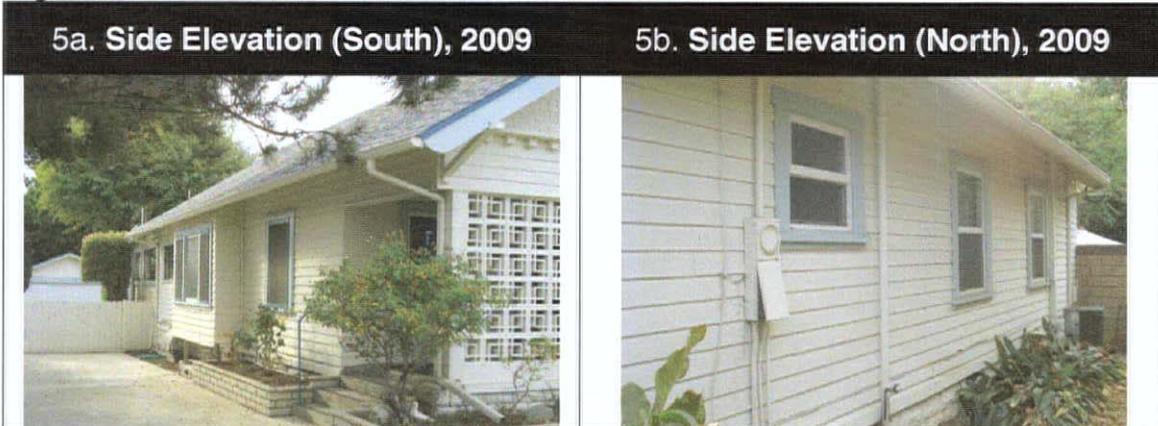


Photo sources: Gwen Noah (4a) and Planning Staff (4b).

## SIDE ELEVATIONS

Along the south elevation (**Figure 5a**), the most notable feature is an overhanging square bay window, consisting of a casement window in the center and two double-hung windows to each side. The rest of the south elevation is a combination of double-hung wood windows and aluminum sliding windows. The north elevation (**Figure 5b**) has double-hung windows. Horizontal wood siding can be found throughout.

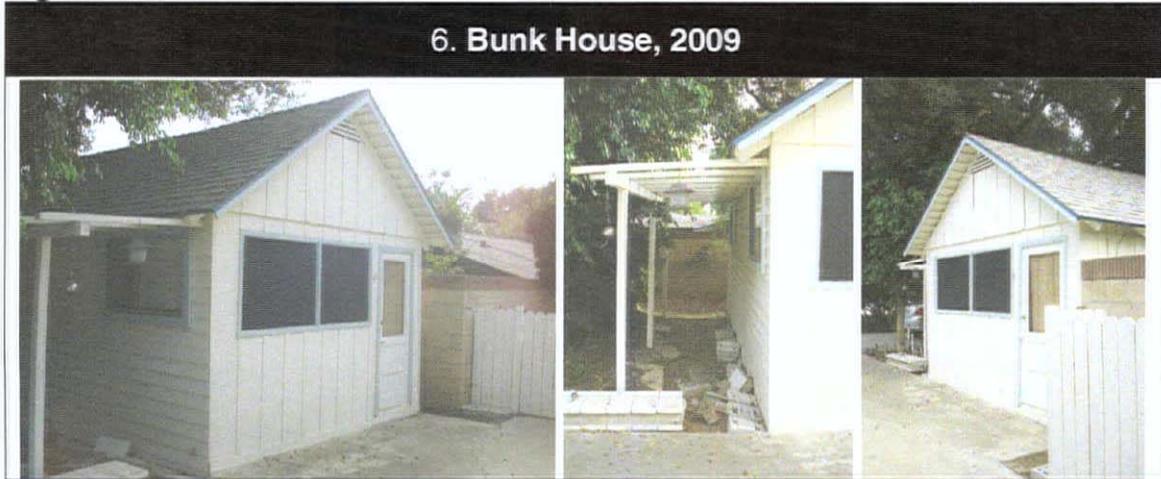
**Figure 5 .** 5a. South Elevation; 5b. North Elevation



## ***BUNK HOUSE AND DETACHED GARAGE***

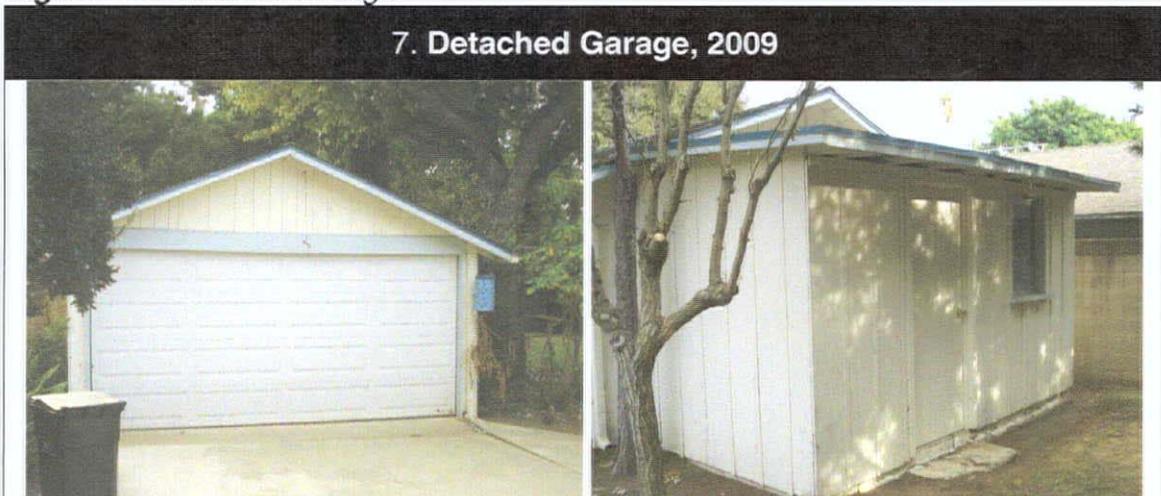
A detached bunk house is located at the south side of the property off the driveway (**Figure 6**). The exact date of construction is unknown, as there is no record of a Building permit. However, according to a 1955 Building Slip obtained from the Los Angeles County Assessor's Office, the bunk house was already existing, making the structure at least 54 years old. Since the structure is at least 50 years old, and because of the rarity of bunkhouses in San Dimas, it could be considered a historic structure. Bunk houses were historically used as sleeping structures, many times for citrus workers. The bunk house is not a second unit, as it is comprised of one large room and does not contain any plumbing or kitchen facilities. 12 feet by 20 feet in size, the structure has a side-facing gable roof. The front facade has vertical board-and-batten wood siding while the rest of the structure has horizontal wood siding. There is a small patio attached to the east side of the bunk house.

**Figure 6. Bunk House**



At the end of the driveway to the rear of the property is a two-car detached garage (**Figure 7**). There is a small storage addition to the rear. It is a simple front gable wood structure and not historic.

**Figure 7. Detached Garage**



## LIST OF PROPOSED IMPROVEMENTS FOR 10-YEAR CONTRACT PERIOD

The current owners are proposing a variety of improvements for the ten-year contract period, listed in **Table 2** below and in **Exhibit A** from the *Staff Report*. The list of improvements is consistent with the *Guidelines of the Secretary of the Interior's Standards for Rehabilitation* and the *San Dimas Town Core Design Guidelines*.

**Table 2: Proposed Improvements during 10-Year Contract Period**

LIST OF IMPROVEMENTS PROPOSED BY OWNERS DURING 10-YEAR CONTRACT PERIOD	
YEAR	IMPROVEMENT
2009	Bathroom Refurbishment
2010	Whole house electric rewire
2010	Replace existing plumbing with copper pipe
2010	Replace peak of roof to fix bad joins and correct leaks
2011	Stabilize foundation of bunkhouse structure
2012	Porch - Remove the geometric block wall screening, and replace it with more period-appropriate columns and railings. *
2015	Painting - Exterior - Sanding and replacing siding as needed
2016	Windows - Replace old windows with period-correct modern versions
2017	Remodel and update kitchen
2018	Reroof

\* Note the description is Staff's understanding of the applicants' intent on restoring the porch. For the applicant's exact wording, refer to **Exhibit A** from the *Staff Report*.

### MODIFICATIONS TO THE FRONT PORCH

According to the Town Core Design Guidelines, the porch is the "most important feature of a one-story Craftsman bungalow", as stated in page 64 of the Guidelines, attached as **Exhibit B** from the *Staff Report*. Because the porch is architecturally the most significant element of the house, priority should be given to correct historically inaccurate modifications that past owners have made. These include:

- **Porch enclosure.** The Town Core Design Guidelines simply states: "Do not infill porches" (p. 77). The porch was enclosed sometime before 1991. No building permits were found permitting this porch enclosure. **Figure 8** on the next page provides an illustration from the guidelines stating not to enclose porches and additions. Vertical board-and-batten siding on the enclosure is inconsistent with the horizontal siding found at the rest of the house. Furthermore, a vinyl sliding window and faux shutters in a geometric pattern are inconsistent with the guidelines.
- **Concrete block screening.** Also within the front porch is a concrete block screening within the southern portion of the porch, which may have been added during the 1960's. The material and style are not consistent with the Town Core Design Guidelines.

**Figure 8. "Dos and Don'ts Town Core", from Town Core Design Guidelines**

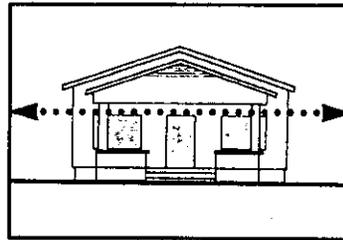
**Dos and Don'ts  
Town Core**

*Additions To Existing Buildings*

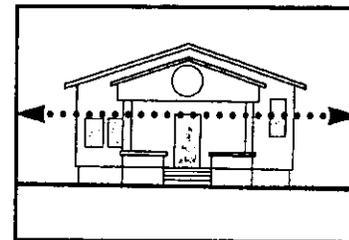
**Doors and Windows**

The tops of door and window openings should align.

**Do**

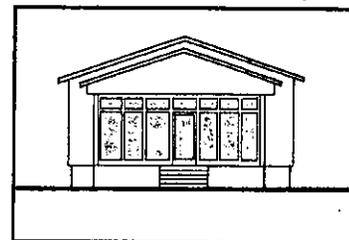
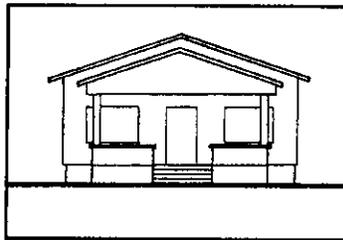


**Don't**



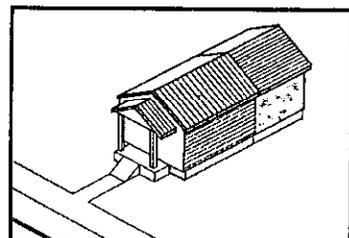
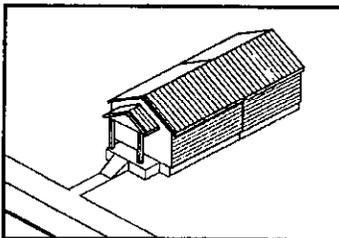
**Porch Enclosures**

The open porch is an essential element in most of the older homes in the Town Core. Open porches should not be enclosed.



**Materials**

Materials used in additions should match the existing materials. Horizontal wood siding on the existing house means using horizontal wood siding on the addition. Do not change materials on the addition. Aluminum or masonite siding would not be acceptable materials if the existing house has wood siding.



**PROPOSED APPLICANT PLANS FOR FRONT PORCH MODIFICATIONS**

The current property owners plan to partially correct some of the historically inaccurate renovations that past owners have made to the porch. They are proposing to remove the concrete block screening and add new columns consistent with the original. The existing porch enclosure which houses an interior closet is proposed to remain intact, essentially bringing back the house to how it looked in 1962 (**Figure 3b**).

If the intent of the Mills Act is to rehabilitate, maintain, and restore the historic property, and if the most important architectural feature of the house is the front porch according to the *Town Core Design Guidelines*, and since houses under the Mills Act should be consistent with the *Secretary of the Interior's Standards for Rehabilitation*, Staff maintains that the front porch should be returned back to its original state (**Figure 3a**), removing *both* the concrete block screening *and* the porch enclosure. Returning the porch to its originally open form would admittedly be more costly financially than a partial restoration and would be more inconvenient in terms of losing interior closet space. However, a partial restoration (one that keeps the existing porch enclosure intact) would be

contrary to the *Town Core Design Guidelines* and the *Secretary of the Interior's Standards for Rehabilitation*. Research into property records indicates that no building permits were found for the porch enclosure and concrete block screen. Renovations were probably made prior to 1962.

## PROPERTY TAX SAVINGS

Typically, property owners *may* see a 40% to 60% reduction in property tax savings annually. Based on figures available, Staff calculates a savings estimate of about 54%, or about \$1,761 annually, falling within the typical range. Because the County Tax Assessor makes the final calculation, Staff's sample calculation should be used for reference purposes only and does not represent the actual property tax savings of the owner.

## RECOMMENDATION

Staff recommends **approval** to authorize a Mills Act Contract with the property owners and approval of attached Resolution 09-54. Approval includes a requirement for the full restoration of the front porch, consistent with the *Town Core Design Guidelines* and the *Secretary of the Interior's Standards for Rehabilitation*. List of improvements include:

- Removal of front porch enclosure;
- Removal of concrete block screening; and
- Reconstruction of columns and railings.

Respectfully Submitted,



Michael Concepcion  
Planning Department

Attachments: Exhibit A – Owner's Schedule of Improvements  
Exhibit B – One-Story Craftsman Bungalow - Town Core Design Guidelines

Attachment 1 – **Resolution 09-54**; which includes the following Attachment:

Attachment 1 (for Resolution 09-54): **Historic Property Preservation Agreement**; which includes the following Exhibits:

- Exhibit A: Secretary of the Interior's Standards for Rehabilitation
- Exhibit B: Historic Resources Survey Sheet for 511 North Belleview Avenue
- Exhibit C: Photographs of Property
- Exhibit D: 10 Year Improvement List



**MILLS ACT AGREEMENT**  
**SCHEDULE OF IMPROVEMENTS:**  
 (To be completed by the Applicant)

Please list the improvements (maintenance/repair or rehabilitation/restoration) that you intend to make over the next 10 years. List them in order of owner's priority.

YEAR	IMPROVEMENT
2009	Bathroom Refurbishment
2010	Whole house electrical rewire
2010	Replace existing plumbing with copper pipe
2010	Replace peak of roof to fix bad joins + correct leaks
2011	Stabalize foundation of bunkhouse structure
2012	Remodel porch to have open Bungalow style
2015	Paint house, including sanding + replacing siding as needed
2016	Replace old windows with period correct modern versions
2017	Remodel and update kitchen
2018	Replace entire roof

**OWNER CERTIFICATION**

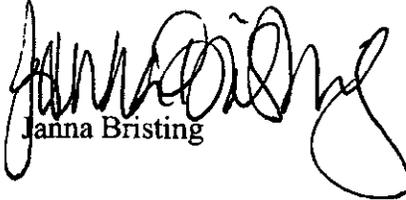
I certify that I am presently the legal owner of the subject property. Further, I acknowledge the supplemental information on this form will be used as an exhibit attached to the Mills Act Agreement.

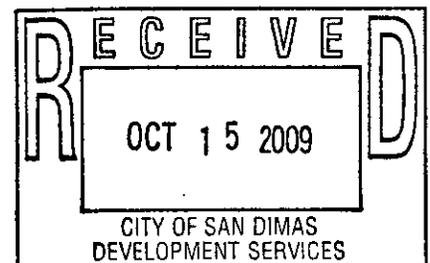
Date: 9/17/09

Signature: [Handwritten Signature]

Clarification of Porch Remodel

To clarify the item on the project list regarding the porch - The purpose of the remodel would be to remove the old geometric brick, and replace it with more period appropriate rail and beams.

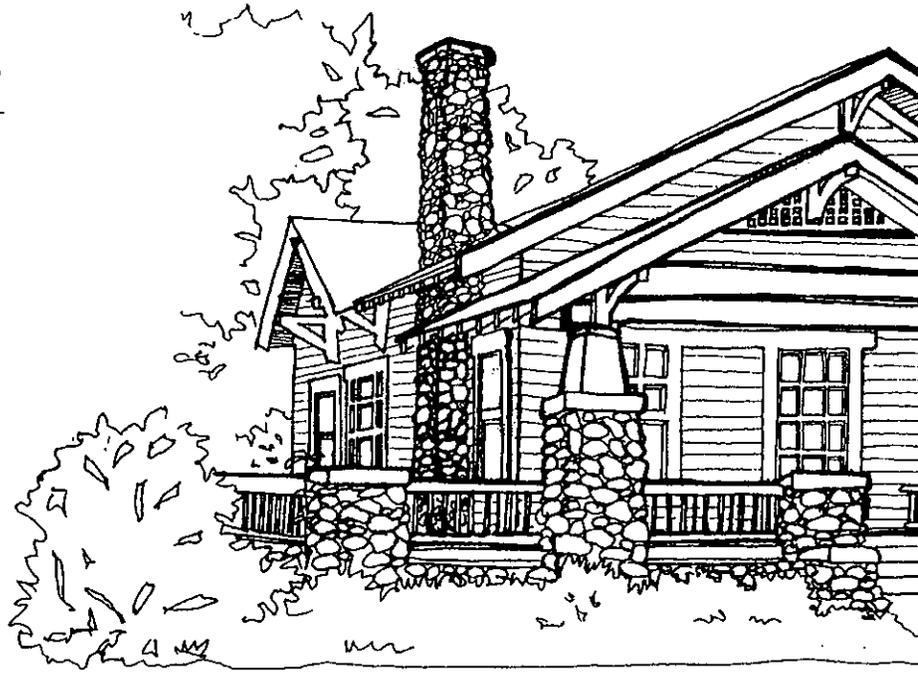
  
Janna Bristing



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# One-story Craftsman Bungalow

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64

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## Roof

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- A large, low-pitched gable roof with the gable end fronting the street is characteristic.
- A small gable caps the entry porch with a large gable behind.
- Open eaves overhang and are supported by projecting brackets, which are typically fine and craftsman-detailed.
- The roof space is usually not habitable, and no dormer windows appear on the roof.
- Roof materials are either wood or asphalt shingles.

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## Porch

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- The porch is the most important feature of a one-story Craftsman bungalow.
- The porch is usually attached and appears as a raised pavilion to the street frontage.
- The porch acts as an element of street “furniture” as well as an entry “hall” to the house.
- From the porch, one enters the living room directly without intermediate foyer. In this configuration, the porch acts as an entry hall.
- The porch roof is supported by heavy columns or piers.

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## Plan

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- The form of the house is typically rectangular or square.
- The scale suggests an informal atmosphere.
- Entry from the porch leads directly to the living room.
- Spaces merge without corridors.
- The dining room is often adjacent to the living room.
- The kitchen is often located at the rear of the house, allowing some of the view from the porch.

## General Guidelines Town Core

### WORK TO EXISTING BUILDINGS

Most of the houses in the Town Core that were built prior to World War II contribute to the historic ambience of San Dimas. These buildings are often modest, yet they represent our inheritance and should be treated with respect. Those who have lived in these older buildings understand their qualities and charm.

San Dimas is unique in that it has a large number of historic buildings that, together, form complete neighborhoods. Many similar buildings throughout Southern California have been bulldozed in recent years for freeway projects and new tract development. These neighborhoods are within walking distance of the downtown shopping areas, a fact that should not be overlooked when considering the increased traffic congestion within the region. These neighborhoods will become increasingly more attractive as higher density and lower-quality development spreads throughout the Valley, and these buildings will become more valuable. As such, they are a resource.

## Recommend

- Assess your house using these guidelines and the survey form in the appendix to determine how it differs from the examples sighted. Are the differences the results of the original construction or later alterations?
- Consult these guidelines and historic documents regarding your particular building, or documents that describe a similar building, before undertaking rehabilitation work.
- Insist that work carried out on your behalf be properly done, with a view to historic accuracy. Shortcuts often yield shortsighted and regrettable results.
- For original items, consider repair instead of replacement.
- When considering additions, modifications, or new decorating schemes, your tastes should not be the sole determining factor. Try to determine how your desires best fit with the architecture of your building.
- Consult an architect for advice regarding major rehabilitation or for the design of large additions.
- Consider accurate renovations of earlier, poorly done remodels.
- Consult the following pages of the guidelines for general advice on the dos and don'ts, which should be followed when undertaking additions to older homes in the Town Core.

## Discouraged

- Do not assume contractor are techniques or rehabilitation documents and
- Avoid inappropriate second-story additions will not likely r
- Do not infill porches
- Do not consider such as aluminum
- Repair original where possible or plastic repla
- Do not use tint
- When re-roofing that have a view the original roof
- Avoid block walls fences, brick walls instead.
- Do not paint ri

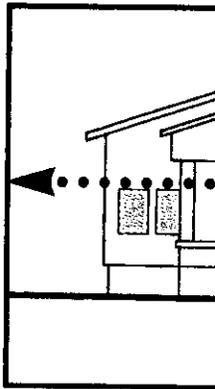
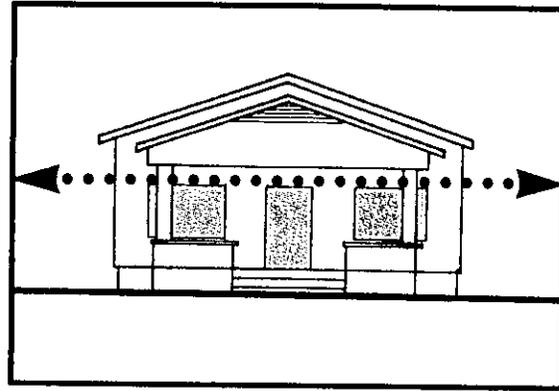
# Dos and Don'ts Town Core

Additions To Existing Buildings

## Doors and Windows

The tops of door and window openings should align.

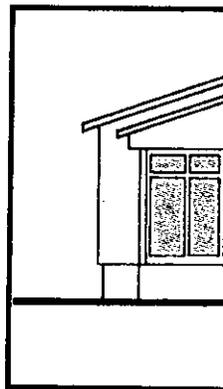
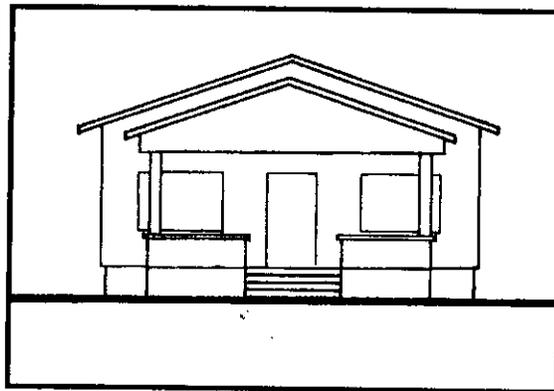
Do



## Porch Enclosures

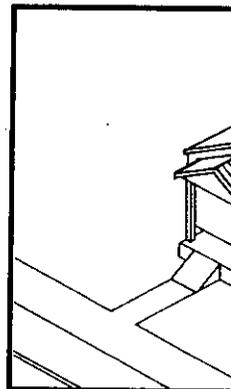
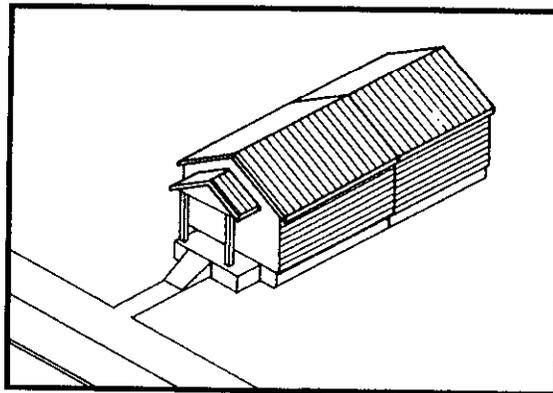
78

The open porch is an essential element in most of the older homes in the Town Core. Open porches should not be enclosed.



## Materials

Materials used in additions should match the existing materials. Horizontal wood siding on the existing house means using horizontal wood siding on the addition. Do not change materials on the addition. Aluminum or masonite siding would not be acceptable materials if the existing house has wood siding.



# Attachment 1

## RESOLUTION NO. 09-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, APPROVING THE ATTACHED HISTORIC PROPERTY PRESERVATION AGREEMENT, PURSUANT TO THE MILLS ACT, FOR THE SINGLE FAMILY RESIDENCE AT 511 NORTH BELLEVIEW AVENUE (APN: 8387-005-040).

WHEREAS, the City Council of the City of San Dimas has recognized the historical significance of certain structures within the City, including the single family residence at 511 North Bellevue Avenue; and

WHEREAS, the single family residence at 511 North Bellevue Avenue, constructed in 1912, is a well maintained example of a Craftsman style residence associated with Marshall Kelley, as documented in the 1991 San Dimas Historic Inventory Resources Survey; and

WHEREAS, the single family residence at 511 North Bellevue Avenue appears eligible as a contributor to a fully documented district, the Upper San Dimas Avenue Historic District, as documented in the 1991 San Dimas Historic Inventory Resources Survey; and

WHEREAS, the City Council of the City of San Dimas has determined that preservation of historical resources, inclusive of the single family residence at 511 North Bellevue Avenue, is important to the City and contributes to the City's quality of life and to the welfare of current and future generations; and

WHEREAS, the City Council of the City of San Dimas recognizes that entering into Historical Preservation Agreements pursuant to California Government Code Sections 50280, et seq., commonly known as the "Mills Act", provides incentives for the owners of historically significant structures to preserve their properties, thereby offering a cultural benefit to the citizens of San Dimas; and

WHEREAS, historical designations and agreements are categorically exempt from the California Environmental Quality Act (CEQA) as provided by Section 15331 of CEQA.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of San Dimas as follows:

SECTION 1. The single family residence at 511 North Bellevue Avenue, currently owned by Kristopher Frymark and Janna L. Bristing, is a "qualified historical property" and eligible for favorable valuation by the County Assessor as an enforceable restricted historical property under the provisions of the California

Government Code Sections 50280, et seq., and California Revenue and Taxation Code Sections 439.1 et seq.

SECTION 2. The Council HEREBY AUTHORIZES the Mayor to execute the attached Historic Property Preservation Agreement between the City Council of the City of San Dimas and the owner, Kristopher Frymark and Janna L. Bristing, of the single family residence at 511 North Belleview Avenue. A copy of this Resolution shall be mailed to the applicant.

**PASSED, APPROVED AND ADOPTED THIS 8TH DAY OF December, 2009.**

\_\_\_\_\_  
Curtis Morris, Mayor of the City of San Dimas

\_\_\_\_\_  
Ina Rios, City Clerk

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that **Resolution No. 09-54** was passed at the regular meeting of the City Council held on December 8, 2009 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
City Clerk

Recording requested by and after recording mail to:

City of San Dimas  
Planning Department  
245 East Bonita Avenue  
San Dimas, CA 91773

**HISTORIC PROPERTY PRESERVATION AGREEMENT**  
**511 North Belleview Avenue**

THIS AGREEMENT is made and entered into this \_\_\_th day of \_\_\_\_\_ 2009;  
by and between the CITY OF SAN DIMAS, a municipal corporation ("City"), and  
Kristopher Frymark and Janna L. Bristing ("Owner").

**RECITALS**

1. California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of a qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as a property of historical significance;

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address of 511 North Belleview Avenue, San Dimas, California, Assessor Parcel Number 8387-005-040, (the "Historic Property");

3. On December 8, 2009, after a public hearing, the City Council of the City of San Dimas adopted Resolution No. 09-45, declaring and designating the Historic Property, a "qualified historical property" and eligible for favorable valuation by the County Assessor as an enforceable restricted historical property under the provisions of the California Government Code Sections 50280, et seq., and California Revenue and Taxation Code Sections 439.1 et seq.;

4. City desires to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property; and,

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code.

## **AGREEMENT**

NOW, THEREFORE, City and Owner in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on \_\_\_\_\_ ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date, one year shall be added automatically to the initial term of the contract as provided in paragraph 2, below.

2. Renewal. On each yearly anniversary of the Effective Date of this Agreement ("Renewal Date"), an additional one year term shall automatically be added to the initial term of this Agreement unless a notice of nonrenewal ("Notice of Nonrenewal") is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the annual renewal date of this Agreement. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the annual Renewal Date; or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the annual Renewal Date.

2.1 Owner Protest of City Nonrenewal. Within fifteen (15) days of receipt by the Owner of a Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information that the Owner deems relevant, and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual renewal date of this Agreement, withdraw its Notice of Nonrenewal. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of this Agreement, whichever may apply.

3. Valuation of Historic Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3, Part 2; of Division 1 of the California Revenue and Taxation Code.

4. Standards for Historical Property. Owner shall preserve, maintain, and, where necessary, restore or rehabilitate the Historic Property and its Character Defining Features according to the City of San Dimas Town Core Design Guidelines, applicable City regulations, and the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S.

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, attached hereto as Exhibit "A".

4.1 Character Defining Features. Character Defining Features of the Historic Property include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, and other aspects of the exterior appearance. Specifically, these Character Defining Features of the Historic Property's exterior include: a one-story Craftsman Style Bungalow residence located on the east (front) side of the property and a one-story Bunk House structure to the south of the residence. The main residence has a medium-pitch front-gabled roof with deep overhangs. The house sits on a raised foundation set on stone. The residence originally had an open front porch spanning the full length of the front facade, with columns consisting of double wood posts set on stone pedestals. The front porch has since been modified with a partial porch enclosure and concrete block screening in a geometric pattern. There is a square bay window on the south facade. The exterior walls are a combination of horizontal wood siding and shingle siding. Original windows are primarily wood single-hung, with some windows replaced with sliding windows of aluminum or vinyl. The primary components of the Character Defining Features are documented in the 1991 San Dimas Historic Resources Inventory Survey, attached and marked as Exhibit "B"; and depicted in the attached Historic Property photos, and marked as Exhibit "C".

4.2 The property owners agree to make improvements to the residence which include the following:

<b>LIST OF IMPROVEMENTS PROPOSED BY OWNERS DURING 10-YEAR CONTRACT PERIOD</b>	
<b>YEAR</b>	<b>IMPROVEMENT</b>
2009	Bathroom Refurbishment
2010	Whole house electrical rewire
2010	Replace existing plumbing with copper pipe
2010	Replace peak of roof to fix bad joins and correct leaks
2011	Stabilize foundation of bunkhouse structure
2012	Porch: Remove enclosure of porch constructed without building permit. Remove the old geometric brick and replace it with more period appropriate rails and columns consistent with San Dimas Town Core Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation
2015	Paint house, including sanding and replacing siding as needed
2016	Replace old windows with period correct modern versions
2017	Remodel and update kitchen
2018	Replace entire roof

5. Periodic Examinations. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and

Recreation, State Board of Equalization, and/or the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report annually, by January 15th of each year, and when any improvements or changes have been made. The annual report shall provide information regarding the status of each proposed improvement, any changed conditions of the Historic Property and whether Owner has received any public funds from other sources designated for the preservation or maintenance of the Historic Property and from whom such funds have been received.

6. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City that may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

7. Cancellation. City, following a duly noticed public hearing, as set forth in California Government Code Sections 50225, et seq. may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that the Owner has failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled because of failure of the Owner to preserve, maintain, and rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the state Controller as set forth by the provisions of Government Code Section 50286.

8. Destruction. Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Paragraph 7, if the existing single-family residence (the "Structure" on the Historic Property is damaged by fire, earthquake, or other Act of God or accidental cause to the extent that: (1) the fair market value of said Structure is reduced by 51 percent or more; or (2) 51 percent or more of said Structure's floor area is destroyed or irreparably damaged; or (3) 51 percent or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (exclusive of insurance proceeds) to restore the Structure to its prior condition would exceed \$10,000.00. If the Owner desires to cancel this Agreement under this Paragraph 8, written notice shall be given to the City within 90 days after such damage or destruction occurs.

8.1 Cancellation Due to Destruction. In the event the Owner desires to cancel this Agreement due to the circumstances outlined in this Paragraph 8; either party may request a hearing before the City Council to determine: (a) the extent of diminution of value; (b) the extent of the damage or destruction to the floor area of said Structure; and/or (c) extent of damage or destruction to the Character Defining Features of the said Structure.

9. Enforcement of Agreement. City may specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or

certified mail addressed to the address stated in this Agreement of violations of this Agreement. If such, a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days after the date of the notice of violation, or within such a reasonable time as may be required to cure the breach or default (provided that acts to cure the breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion), then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or for such other relief as may be appropriate.

9.1 No Waiver by City. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic Properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City or any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. Binding Effect of Agreement. The Owner hereby subjects the Historic Property to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

10.1 Covenants Run With the Land. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the value of the Owner's legal interest in the Historic Property may be affected thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

To City: City of San Dimas  
245 East Bonita  
San Dimas, California 91773  
Attention: Director of Development Services

To Owner:  
Kristopher Frymark and Janna L. Bristing  
511 North Belleview Avenue  
San Dimas, CA 91773

12. Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

13. Indemnity of City. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claim for property damage which may arise from the direct or indirect use, or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

14. Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

15. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder; the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

16. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by

subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

17. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

18. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Los Angeles.

19. Amendments. This Agreement may be amended, in whole or in part only by a written and recorded instrument executed by the parties hereto.

**IN WITNESS WHEREOF**, City and Owner have executed this Agreement on the day and year first written above.

CITY OF SAN DIMAS

\_\_\_\_\_  
Curtis Morris, Mayor

\_\_\_\_\_  
Date

PROPERTY OWNERS

\_\_\_\_\_  
Kristopher Frymark

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janna L. Bristing

\_\_\_\_\_  
Date

Exhibit A – The Secretary of Interior’s Rehabilitation Standards  
Exhibit B – San Dimas Historic Resources Inventory Survey (1991)  
Exhibit C – Photographs  
Exhibit D – 10 Year Improvement List

STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, **Ina Rios, City Clerk** of the City of San Dimas, personally appeared **CURTIS MORRIS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Ina Rios, City Clerk, City of San Dimas

(This area for official  
notarial seal)

STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

On the \_\_\_\_ day of \_\_\_\_\_, 2009, before me \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and the by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

## Technical Preservation Services

## Standards

SEARCH | LINKS | E-MAIL

&lt; HOME &gt;

Standards  
Guidelines

Masonry

Wood

Metals

Roofs

Windows

Entrances/Porches

Storefronts

Structural Systems

Spaces/Features/Finishes

Mechanical Systems

Site

Setting

Energy

New Additions

Accessibility

Health/Safety

The Secretary of the Interior's Standards for  
Rehabilitation

## Introduction to the Standards

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.

## The Standards for Rehabilitation

(codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."



## Credits

**"Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and**

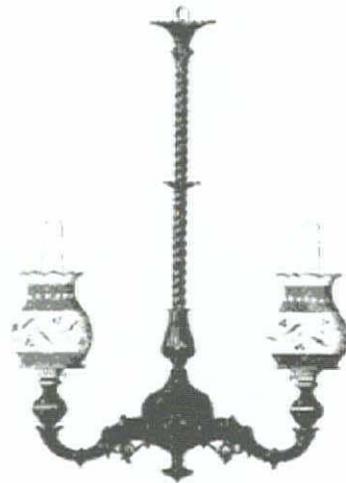
Initially developed by the Secretary of the Interior to determine the appropriateness of proposed project work on registered properties within the Historic Preservation Fund grant-in-aid program, the **Standards for Rehabilitation** have been widely used over the years--particularly to determine if a rehabilitation qualifies as a Certified Rehabilitation for Federal tax purposes. In addition, the Standards have guided Federal agencies in carrying out their historic preservation responsibilities for properties in Federal ownership or control; and State and local officials in reviewing both Federal and nonfederal rehabilitation proposals. They have also been adopted by historic district and planning commissions across the country.

The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings. They also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified for Federal tax purposes, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s), and where applicable, the district in which it is located.

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to

**cultural values."**

provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character. For example, certain treatments--if improperly applied--may cause or accelerate physical deterioration of the historic building. This can include using improper repointing or exterior masonry cleaning techniques, or introducing insulation that damages historic fabric. In almost all of these situations, use of these materials and treatments will result in a project that does not meet the Standards. Similarly, exterior additions that duplicate the form, material, and detailing of the structure to the extent that they compromise the historic character of the structure will fail to meet the Standards.



**The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical**

**feasibility.**

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



[Home](#) | [Next](#) | [Previous](#)

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION

EXHIBIT B

HISTORIC RESOURCES  
INVENTORY

IDENTIFICATION AND LOCATION

1. Historic name None
2. Common or current name Noah Residence
3. Number & Street 511 North Belleview Avenue Cross-corridor \_\_\_\_\_  
City San Dimas Vicinity only \_\_\_\_\_ Zip 91773 County Los Angeles
4. UTM zone 11 A 425250/3774940 B 425840/3774940 C 425840/3774570 D 425250/3774570
5. Quad map No. 1094 Parcel No. 8387-05-21 Other \_\_\_\_\_

Ser. No. \_\_\_\_\_  
National Register status 3D  
Local designation \_\_\_\_\_

DESCRIPTION

6. Property category District If district, number of documented resources 77
7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

Rectangular in plan, this one story California Bungalow has a medium front facing gable roof. The porch is recessed across the front of the house and enclosed on the north half with an open decorative concrete block wall on the south half. Characteristic bungalow features are found under the front gable and include knee brackets, wood shingles, lattice vent and a dentil stringcourse. The wood sash windows are one over one with flat wood with flat wood moldings. A square bay window is located on the south side of the house. Siding is medium horizontal boards and square wood shingles. The house rests on a concrete block foundation. The front enclosure is covered with board and batten siding. The property also contains a detached garage built in the same style as the house and a small 12 'x 20 ' bunk house. Several mature trees exist on the property including an Oak tree, black pine, maple and Aleppo pine.



8. Planning Agency  
San Dimas Planning Department
9. Owner & address  
George/Gwen Noah  
511 N. Belleview Avenue  
San Dimas, CA 91773
10. Type of Ownership Private
11. Present Use Single family residence
12. Zoning Single family - 7500
13. Threats None

Send a copy of this form to: State Office of Historic Preservation, P.O. Box 942896, Sacramento, CA 94296-0001

Complete these items for historic preservation compliance projects under Section 106 (36 CFR 800). All items must be completed for historical resources survey information.

HISTORICAL INFORMATION

- \*14. Construction date(s) 1914-F Original location same Date moved \_\_\_\_\_
- 15. Alterations & date porch partially enclosed and concrete block wall added
- 16. Architect None Builder Unknown
- 17. Historic attributes (with number from list) 02-single family property

SIGNIFICANCE AND EVALUATION

- 18. Context for evaluation: Theme Residential Development Area San Dimas  
 Period 1887-1940 Property Type residence Context formally developed? No

\*19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

Built in 1914, this residence is significant as a representative example of the early residential development of San Dimas. In 1918 the Rev. Horace W. Mallows purchased the house from the original owner, Marshall Kelley. Mallows was the minister of the Union Church, now called the San Dimas Community Church, located on San Dimas Avenue and Third Street a few blocks from his home. According to Polos, under Mallows leadership, "...the Open Forum was created. It was widely attended, met monthly, and brought people prominent in world affairs to speak and share ideas." Several other families lived in the house until 1958 when George and Gwen Noah purchased the property.

- 20. Sources  
 Polos, Nicholas. Preserving the Western Spirit, San Dimas, 1990.  
 Assessor's Map Book #113, 1911-26.

21. Applicable National Register criteria A.C.

22. Other recognition \_\_\_\_\_  
 State Landmark No. (if applicable) \_\_\_\_\_

23. Evaluator Judith P. Triem  
 Date of evaluation 7/12/91

24. Survey type Comprehensive

25. Survey name San Dimas Historic Resources Survey

\*26. Year form prepared 1991

By (name) Judith P. Triem  
 Organization City of San Dimas  
 Address 245 E. Bonita Avenue  
 City & Zip San Dimas 91773  
 Phone (714) 599-6713

Sketch map. Show location and boundaries of property in relation to nearby streets, railways, natural landmarks, etc. Name each feature.

See  
**Upper San Dimas  
 Avenue  
 District Map**

# Exhibit C

## 511 North Belview Avenue, San Dimas, CA Photographs

### Front Elevation

Circa 1950's to 1961



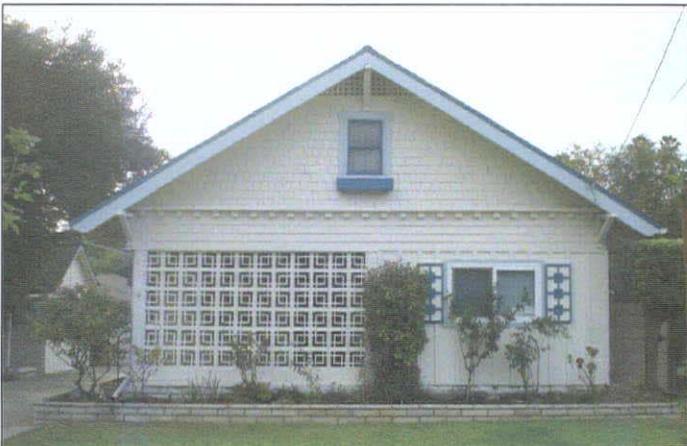
1962



1991



2009



# Exhibit C

## Rear Elevation

Circa 1960's



2009



## Left Side Elevation

2009



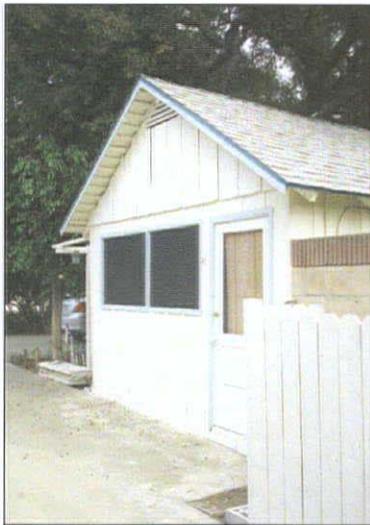
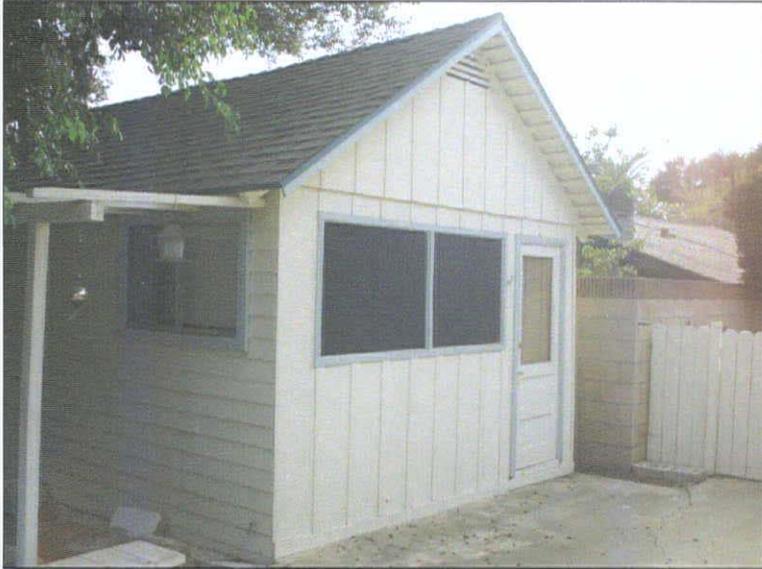
## Right Side Elevation

2009



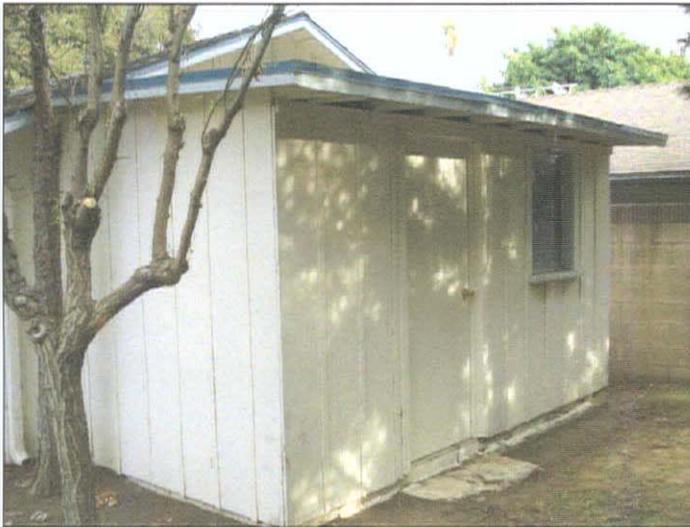
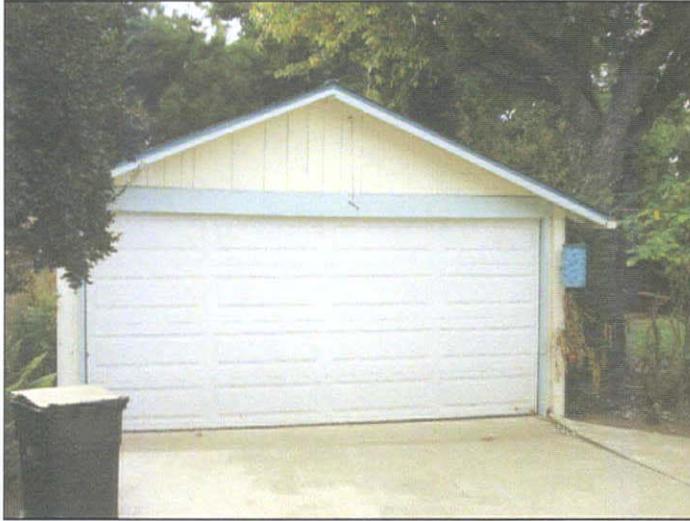
# Exhibit C

**Bunk House**  
2009



# Exhibit C

**Detached Garage**  
2009



## Exhibit D

<b>LIST OF IMPROVEMENTS PROPOSED BY OWNERS DURING 10-YEAR CONTRACT PERIOD</b>	
<b>511 North Belleview Avenue, San Dimas, CA 91773</b>	
<b>YEAR</b>	<b>IMPROVEMENT</b>
2009	Bathroom Refurbishment
2010	Whole house electrical rewire
2010	Replace existing plumbing with copper pipe
2010	Replace peak of roof to fix bad joins and correct leaks
2011	Stabilize foundation of bunkhouse structure
2012	Porch: Remove enclosure of porch constructed without building permit. Remove the old geometric brick and replace it with more period appropriate rails and columns consistent with San Dimas Town Core Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation
2015	Paint house, including sanding and replacing siding as needed
2016	Replace old windows with period correct modern versions
2017	Remodel and update kitchen
2018	Replace entire roof



# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
For the Meeting of December 8, 2009

**FROM:** Blaine Michaelis, City Manager *BM*

**SUBJECT:** Renewal of the Mobile Home Accord for an additional 5 years

---

## **SUMMARY**

*The present Accord expires January 1, 2010. The provisions of the current Accord were adjusted 5 years ago to a more flexible means of guiding the process for annual space rent adjustments – tying increases to the CPI with a floor of 3.5% and a ceiling of 7%. The provisions have performed well however, residents in one community in particular have expressed concern over a recent space rent increase given the challenges of the current economic situation..*

*The city convened a meeting of interested residents last Thursday evening to provide background on the Accord and to listen to residents. Concerns were expressed over space rent increases and the amount of rent a buyer pays when they purchase a home and move into the community. An initial request was made at the meeting for a 6 month extension of the existing Accord to give time for residents to pursue changing the Accord to adjust the rent ceiling and perhaps the rent floor amounts, and the rent paid by a new home buyer when they come into the community.*

*There was a good deal of discussion during the meeting – several points were made and thoughtful consideration was given to the issues of how to best approach the desire for some relief – rent adjustments that reflect the current economy and workable rent amounts for a new buyer coming into the community. After much discussion, a straw poll was taken and by a fairly significant majority residents concluded that the ultimate objective was to maintain an Accord; and that the current Accord provisions already allowed flexibility for Owners to consider rent adjustments and new buyer/resident market space rents that would be of help to the residents. Therefore the consensus at the meeting was to request that the city council accept the offer of the Owners to continue the current Accord provisions for an additional 5 years.*

*7a*

**RECOMMENDATION**

1. Receive report from staff, ask questions as desired.
2. Receive comments from the audience.
3. Approve the proposed renewal of the Accord for a 5 year period January 1, 2010 through January 1, 2015 – attached, recommended changes marked in red.

Attachment: Proposed 5 year renewal of the Accord

## San Dimas Mobilehome Accord

This is an agreement between the mobilehome park owners in San Dimas whose names appear on the signature line below, referred to herein as "Management," and the City of San Dimas, referred to herein as "City," for the benefit of Management, City, and mobilehome owners, referred to herein as "Homeowners." Homeowners shall be parties to the accord upon signing a rental agreement as provided for in this agreement.

Whereas mobilehomes are an important element of the City masterplan housing element; and

Whereas mobilehomes and mobilehome parks are a unique form of housing in which the residents own their dwelling units and rent the space on which they are situated; and

Whereas mobilehome space rents are not fully subject to normal market competition because of the expense and difficulty of relocating mobilehomes; and

Whereas in recognition of the unique nature of mobilehomes and mobilehome parks, the State of California has enacted the Mobilehome Residency Law to regulate certain relationships between Management and Homeowners; and

Whereas said Mobilehome Residency Law does not prohibit the adoption by City of an ordinance, rule, or regulation establishing the maximum amount of rent Management may charge a Homeowner; and

Whereas Homeowners seek to stabilize and limit increases in rent; and

Whereas Management desires to achieve a fair rate of return on their investment; and

Whereas Management, Homeowners, and City recognize rent control ordinances present administrative difficulties and have not been universally successful where enacted; and

Whereas Management, Homeowners, and City desire to make an agreement that will protect the interest of all the parties and provide for a fair, efficient, and economical method of resolving disputes;

NOW THEREFORE, the parties agree as follows:

1. Name of agreement. This agreement shall be referred to as the San Dimas Mobilehome Accord.

2. Incorporation of Mobilehome Residency Law. This agreement incorporates the Mobilehome Residency Law and, to the extent not in conflict with said Law, shall govern the relationship among Management, Homeowners, and City with

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regard to all matters set forth herein. Unless otherwise defined herein, the terms used in this agreement shall have the same meaning as the same terms in the Mobilehome Residency Law.

3. Leases Permitted. Nothing in this agreement shall restrict the right of a Homeowner and Management from entering into an agreement in accordance with California Civil Code Section 798.17, provided Management has offered the Homeowner the option of entering into a rental agreement or a lease of any term (duration) based on this agreement.

4. Base Rent. The cost of all operations of the mobilehome park, including maintenance and future capital improvements not approved by the Homeowners in accordance with the provisions of Paragraph 8. Pass-throughs for capital improvements, is included in the base rent. Pass-throughs for prior capital improvements, is provided for in Paragraph 9. Pass-throughs for prior capital improvements, are not included in base rent. Utility fees and charges may be included in base rent at the option of Management as provided in paragraph 6. Utilities. The initial base rent for each mobilehome space in each mobilehome park in San Dimas shall be the current rent for said space.

5. Maximum increase in base rent. The base rent for each existing mobilehome space may not be increased more than once in any twelve month period. The maximum annual rent increase amount will be no greater than the percent change in the annual Consumer Price Index (CPI) for All Urban Consumers, the Los Angeles-Riverside-Orange-County Statistical area published by the U.S. Department of Labor, Bureau of Labor Statistics. The maximum annual rent increase amount will be determined by the annual CPI 5 months before the annual rent increase is to be implemented (for example, if the rent anniversary date is July, the February annual index will be used). The City of San Dimas will keep a record of the annual CPI change to verify maximum rent increase amounts during the term of this agreement. If the annual CPI is less than 3.5%, the maximum annual rent increase amount will be 3.5%. Management may elect to have an increase less than the maximum. In no event shall the annual rent increase amount be greater than 7%.

The base rent for a newly developed mobilehome space shall be initially set by Management. Thereafter, rent increases for those spaces shall be determined by this Accord. The rent charged for a newly developed mobilehome space shall not be considered for determining the highest rent in the park. For the purposes of this paragraph, the term "newly developed mobilehome space" includes spaces for mobilehomes which are developed from property used for some other purpose, property used for recreational vehicle spaces or vacant property.

6. Utilities. Management may elect to bill homeowners separately for utility fees and charges in accordance with Civil Code Section 798.41. In the event Management so elects, all of the provisions of Section 798.41 shall apply. If Management elects to bill the Homeowner separately for utilities under this section, the base rent shall be adjusted as provided in Section 798.41, with both the base rent and

the highest base rent being adjusted. Nothing in this agreement shall require Management to bill separately for utilities.

7. Permitted pass-throughs.

A. Management may pass through to Homeowners the charges specified in Civil Code Section 798.49 as provided in that section.

B. Management may pass through to Homeowners the cost of alterations and improvements made to conform to the requirements of the American with Disabilities Act (ADA), improvements required as a result of natural disasters, or any other government mandated upgrades. The cost of alterations and improvements permitted to be passed through under this subparagraph 7.B. shall be imposed on each space in the mobilehome park and shall be amortized over sixty (60) months. The issue of whether an alteration or improvement may be passed through to Homeowners under this subparagraph, and the amount of the pass through, are subject to review and determination by the procedure set forth in paragraph 8. In determining the amounts of the pass through, consideration shall be given to insurance proceeds, government grants, and any other payments that have the effect of reducing Management's out of pocket expense. Consideration shall also be given to the depreciated value of any property replaced, repaired, altered, or improved so management will not benefit from receiving "new" for "old". The charges passed through to Homeowners under this subparagraph shall be rent in addition to the base rent, and shall be separately stated on the bill.

8. Pass-throughs for capital improvements. The cost of capital improvements may be passed through to Homeowners if the improvement is approved by a majority vote of the homeowners. The monthly payment for pass-throughs approved under this paragraph shall be rent in addition to the base rent and shall be separately stated on the bill.

For the purpose of an election held under this paragraph 8:

- a. There shall be one vote per space in the park.
- b. The person entitled to vote for each space shall be the registered owner of the mobilehome located in the space.
- c. The voting shall be conducted by mail, and all ballots shall be mailed to the City Hall for counting. A park resident representative and a Management representative may be in attendance during the counting.
- d. The majority required for approval shall be the affirmative vote of 50% + 1 of the spaces in the park.
- e. Before the election is held, the following information shall be disclosed to the mobilehome owners eligible to vote: the cost of the improvement, and the terms of payment for the capital improvement, including the interest rate, the number of monthly payments, and the amount of the monthly payment.

9. Pass-throughs for prior capital improvements.

a. All pass-throughs for capital improvements shall remain in effect until fully paid.

b. By signing this accord, each park owner waives any right to impose any new pass-throughs except in accordance with the Accord.

10. Adjustment of rent on sale of mobilehome. Unless there is a lease with contrary provisions, when a mobilehome is sold, Management may elect to partially or fully remove the rent increase limitations otherwise required by paragraph 5. Management may raise the base rent for the space occupied by said mobilehome by any amount when a new homeowner replaces a mobilehome with a new or different mobilehome, or when a mobilehome is abandoned in-place or when a vacancy results from a lawful eviction. Thereafter, the base rent for the space may be increased annually as provided in this agreement.

11. Exemption to rent increase limitations. Notwithstanding the provisions of paragraph 10, the following are subject to the rent limitations in paragraph 5:

a. An in-place transfer of a mobilehome to a spouse, parent, a child, siblings, grandparent, grandchild, or domestic partner of the mobilehome owner or a person who was a joint tenant of the mobilehome owner on the effective date. However it should be noted that the heir(s) or other recipient of the home must be able to meet residency requirements in order to live in the community (specifically requirements for a 55+ age restricted community). If the heir(s) or other recipient of the home do not meet residency requirements the rent amount will remain as provided for under this agreement for 3 months after the in-place transfer to allow for the sale of the home. After that 3 month period the rent amount may be adjusted by the provisions of paragraph 10.

b. A temporary removal of a mobilehome to allow rehabilitation or upgrades, or replacement of the mobilehome on the same space by a homeowner.

c. An existing homeowner sells his home and purchases another home located on another space within the park is exempt from rent increase limitations under paragraph 10, however the base rent applied to the homeowner's new space will be the greater of, the previous space rent on the space being vacated and the new space rent in effect prior to the time of the transfer. Thereafter, the space rent may be increased annually as provided in this agreement.

12. Procedure for resolving disputes. With the exception of disputes related to (a) termination of tenancy for a failure to pay rent or other charges, (b) forcible detainer, (c) injunctive relief per Code of Civil Procedure section 527.6, Civil Code section 798.87, and Civil Code section 798.88, (d) condemnation or a change of use of the mobilehome park as provided in Civil Code section 798.56 (g) and (f), and/or (e) to preserve any equitable rights relating to any dispute between Management and Homeowners:

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a. The Homeowner shall discuss the matter with the resident manager.

b. If the issue is unresolved, the Homeowner shall discuss the matter with the park owner or the park owner's agent.

c. If the issue is unresolved, the Homeowner and the park owner, or agent, shall discuss the matter with the ombudsman appointed by the City. The services of the ombudsman may be requested by any party to a dispute by making a written request to the City Manager. Upon receiving a request for the services of an ombudsman, the City Manager, or his appointee, shall schedule a meeting of the parties. The first meeting of the ombudsman with parties shall be held within 15 days after the City Manager receives a request for the services of the ombudsman. The ombudsman may be a city employee or non employee. The ombudsman shall be selected by the City Manager with the agreement of the City Council.

d. If the issue is unresolved, either side may request mediation and the parties shall enter into mediation arranged by City. Each of the parties shall pay up to \$100 toward the cost of mediation. City shall pay any additional cost of the mediation.

e. If the issue is unresolved, the dispute shall be submitted to binding arbitration before a neutral arbitrator. In the event the parties are unable to agree on the selection of the arbitrator, the City Manager shall select the names of five (5) arbitrators from the list maintained by the East District (Pomona) of the Los Angeles County Superior Court. Each side shall have the right to reject two (2) proposed arbitrators. The arbitrator shall be selected by lot from the names that have not been rejected by either party. City shall advance the fees charged by the arbitrator, subject to reimbursement as set forth below. The expense of arbitration, including the arbitrator's fee, shall be paid by the parties as determined by the arbitrator. In the event the arbitrator does not make a decision regarding the payment of expenses of the arbitration, each party shall pay one-half of the arbitrator's fee and shall bear its own expense otherwise. In any event, each party shall bear its own expenses for attorney fees and expenses incurred by its attorneys. Title 9 of the California Code of Civil Procedure (Sections 1280-1294.2, including the right to discovery under section 1283.05), and amendments thereto, shall apply to any arbitration proceeding under this Accord.

13. Agreement binding on successors. The provisions of this agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each park owner who executes this agreement.

14. Invalidity of provisions. If any provision of this agreement or the application thereof to any person or circumstance is held to be unlawful or is otherwise invalidated by a final judgment of any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this agreement which shall be implemented without the invalid provision or application; and to this end, the provisions of this agreement are deemed to be severable.

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15. Singular includes plural. To the extent the context of this agreement so requires, the singular shall include the plural and the masculine, feminine, and neuter genders shall each include the others.

16. Effective date and term. This agreement shall be effective on January 1, 2010, for a term of five (5) years.

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17. Amendment. This agreement may not be altered, amended, or revoked except by an instrument in writing executed by City and by all of the park owners.

Approved and adopted December 8, 2009

Deleted: November 9, 2004

\_\_\_\_\_  
Mayor, City of San Dimas

ATTEST:

\_\_\_\_\_  
City Clerk

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Dated: \_\_\_\_\_

SAN DIMAS ROYAL

John DeFalco Management Company

\_\_\_\_\_  
John DeFalco, Owner

Dated: \_\_\_\_\_

MOBILELAND

John DeFalco, Management Company

\_\_\_\_\_  
John DeFalco, Owner

Dated: \_\_\_\_\_

CHARTER OAK MOBILE HOME ESTATES

\_\_\_\_\_  
San Dimas Housing Authority

Dated: \_\_\_\_\_

LONEHILL MANOR MOBILEHOME ESTATES

\_\_\_\_\_  
Brian Alex, Vice President

Dated: \_\_\_\_\_

CIENEGA VALLEY MOBILE HOME ESTATES

\_\_\_\_\_  
Cienega Valley Mobile Estates, A California  
Limited Partnership  
BY H & S Investments, General Partner



CITY OF SAN DIMAS  
MINUTES  
SAN DIMAS REDEVELOPMENT AGENCY MEETING  
TUESDAY, NOVEMBER 24, 2009  
COUNCIL CHAMBERS  
245 E. BONITA AVENUE

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**PRESENT:**

Chairman Curtis W. Morris  
Vice Chairman Denis Bertone  
Mr. Emmett G. Badar  
Mr. John Ebiner  
Mr. Jeffrey W. Templeman  
Executive Director Blaine Michaelis  
Agency Attorney Ken Brown  
Secretary Ina Rios  
Assistant City Manager Ken Duran  
Director of Public Works Krishna Patel  
Director of Parks and Recreation Theresa Bruns

**CALL TO ORDER**

Chairman Morris called the meeting to order at 8:40 p.m.

**ORAL COMMUNICATIONS.** *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

There were no comments.

**APPROVAL OF MINUTES**

It was moved by Mr. Badar, seconded by Mr. Ebiner, to approve the minutes of the November 10, 2009 meeting. The motion carried unanimously.

**EXECUTIVE DIRECTOR**

- 1) Approval of the SDRA Annual Audited Financial Statements and State Controller's Report.

Executive Director Michaelis presented the Annual Independent Financial Audit Report and the State Controller's Report for adoption.

It was moved by Mr. Bertone, seconded by Mr. Badar, to approve the Annual Audited Financial Statements and State Controller's Report. The motion carried unanimously.

**MEMBERS OF THE AGENCY**

There were no comments.

**ADJOURNMENT**

Chairman Morris adjourned the meeting at 8:42 p.m.

Respectfully submitted,

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Ina Rios, Secretary

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# San Dimas Public Financing Authority Staff Report

**TO:** Honorable President and members of the Authority  
*For the Meeting of December 8, 2009*

**FROM:** Blaine Michaelis, Secretary Treasurer *BM*

**SUBJECT:** Annual meeting of the Authority

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## **SUMMARY**

*This is the annual meeting of the Authority. The only business is to approve the minutes from the last meeting December 9, 2008 and to appoint officers for 2010.*

## **RECOMMENDATION**

1. Approve the minutes from the December 9, 2008 meeting.
2. Appoint Curt Morris as President of the Corporation; Mayor Pro Tem Denis Bertone as Vice President and Blaine Michaelis as Secretary/Treasurer as provided for in the by-laws.

Attachment:  
December 9, 2008 meeting minutes

*qb*



CITY OF SAN DIMAS  
MINUTES  
SAN DIMAS PUBLIC FACILITIES FINANCING  
CORPORATION  
TUESDAY, DECEMBER 9, 2008  
COUNCIL CHAMBERS  
245 E. BONITA AVENUE

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**PRESENT:**

President Curtis W. Morris  
Mr. Emmett Badar  
Mr. Denis Bertone  
Mr. John Ebner  
Mr. Jeff Templeman

Secretary/Treasurer Blaine Michaelis  
Attorney J. Kenneth Brown

**CALL TO ORDER**

President Morris called the meeting to order at 10:11 p.m.

**PUBLIC COMMENTS** *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

There were no comments.

**APPROVAL OF MINUTES**

It was moved by Mr. Templeman, seconded by Mr. Bertone, to approve the minutes of the December 11, 2007 meeting. The motion carried unanimously.

**ELECTION OF OFFICERS**

It was moved by Mr. Bertone, seconded by Mr. Templeman, to confirm the appointment of Mr. Morris as President of the Corporation, as stipulated in the bylaws; to confirm the appointment of Mr. Badar as Vice President, as stipulated in the bylaws; and to reappoint Mr. Michaelis to serve as Secretary/Treasurer of the Corporation. The motion carried unanimously.

**MEMBERS OF THE CORPORATION**

At the direction of President Morris, Mr. Michaelis explained the duties and responsibilities of the Public Facilities Financing Corporation.

**ADJOURNMENT**

The meeting adjourned at 10:13 p.m.

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Secretary/Treasurer



# San Dimas Housing Authority Staff Report

**TO:** Honorable President and members of the Authority  
*For the Meeting of December 8, 2009*

**FROM:** Blaine Michaelis, Secretary *gm*

**SUBJECT:** Annual meeting of the Authority

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## **SUMMARY**

*This is the annual meeting of the Authority. The only business is to approve the minutes from the last meeting February 12, 2008.*

## **RECOMMENDATION**

1. Approve the minutes from the February 12, 2008 meeting.

Attachment:  
February 12, 2008 meeting minutes

*10-6*



CITY OF SAN DIMAS  
MINUTES  
SAN DIMAS HOUSING AUTHORITY MEETING  
TUESDAY, February 12, 2008  
COUNCIL CHAMBERS  
245 E. BONITA AVENUE

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**PRESENT:**

Chairman Curtis W. Morris  
Mr. Emmett Badar  
Mr. Denis Bertone  
Mr. John Ebiner  
Mr. Templeman

Executive Director Blaine Michaelis  
City Attorney J. Kenneth Brown  
Secretary Ina Rios  
Housing Programs Manager Diana Kasuyama

**CALL TO ORDER**

Chairman Morris called the meeting to order at 9:49 p.m.

**ORAL COMMUNICATIONS** (This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)

There were no comments.

**APPROVAL OF MINUTES**

It was moved by Mr. Bertone, seconded by Mr. Templeman, to approve the minutes for the meeting of January 8, 2008. The motion carried unanimously.

**EXECUTIVE DIRECTOR**

- 1) Receive report from staff and approve a space rental assistance program for Charter Oak Mobile Home Estates.

Executive Director Michaelis outlined the rental assistance programs for Charter Oak recommended by the Housing Subcommittee, staff and the Management Company as well as improvements to the property to be considered during the budget process, with adoption of a capital improvement program prior to June 30, 2008. Staff recommended authorization to finalize the rental assistance programs as presented to have them in place before the April 1, 2008 space rent increases take effect.

**Male resident**, Charter Oak, said many residents are on Social Security and would appreciate any assistance.

Chairman Morris said the Agency is considering a wide range of assistance plans for qualified Charter Oak residents from Housing set aside funds committed for this purpose. He said this is their first venture into rental assistance and if this is successful, Board members might consider using money from the Housing Fund for qualified residents in other Mobile Home Parks.

San Dimas Housing Authority Minutes  
Page 2

Diana Kasuyama, Housing Programs Manager, explained the options and said the Management Company would sit down with residents to see which best fits their financial needs on a case-by-case basis.

Mr. Templeman said that this type of sensitive data would not be handled onsite; and staff would like one year of experimentation on the level of activity for this program.

Chairman Morris explained that the Authority would be contracting with a Management Company to provide the services under the oversight review of the Housing Programs Manager.

It was moved by Mr. Templeman, seconded by Mr. Ebner, to authorize staff to finalize the rental assistance programs as presented to have them in place before the April 1, 2008 space rent increases take effect. The motion carried unanimously.

Mr. Templeman said the Subcommittee also discussed appropriate capital improvements at Charter Oak Mobile Home Park and that discussion would be shared at the Budget Session.

Chairman Morris said the Sub Committee reported ongoing complaints about issues at the Mobile Home Park that have been referred to staff for resolution.

d. Members of the Agency

There were no comments.

**ADJOURNMENT**

Chairman Morris adjourned the meeting at 10:13 p.m.

ATTEST:

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Chairman of the San Dimas Housing Authority

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Secretary



# Agenda Item Staff Report

**To:** Honorable Mayor and Members of the City Council  
*For the meeting of December 8, 2009*

**From:** Blaine Michaelis, City Manager *BM*

**Initiated by:** Ina Rios, CMC, City Clerk

**Subject:** Appointment to San Gabriel Valley Mosquito & Vector Control District

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## **SUMMARY**

On November 22, 2005, Councilmember Templeman was appointed to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a four year term to expire on December 31, 2009. The District has requested designation of a representative prior to their January 8, 2010 meeting. Councilmember Templeman has expressed a willingness to be reappointed to the Board of Trustees.

## **RECOMMENDATION**

It is recommended to re-appoint Councilmember Templeman to a four-year term to represent the City on the San Gabriel Valley Mosquito & Vector Control District Board of Trustees.

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# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
*For the Meeting of December 8, 2009*

**FROM:** Blaine Michaelis, City Manager

**BY:** Dan Coleman, Director of Development Services 

**SUBJECT:** Reappointment of Public Member to the Development Plan Review Board

## SUMMARY

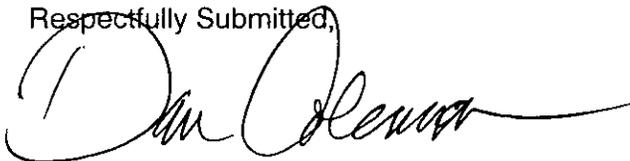
Consideration of reappointment of the public member to the DPRB

**BACKGROUND:** The creation and membership of the Development Plan Review Board is established by Municipal Code Section 18.12.020. One of the Board members shall be "an appointed member of the general public."

Currently, the public member position is held by John Sorcinelli, who was first appointed to the Board in 1989. Mr. Sorcinelli is a licensed architect and resident of San Dimas. He has expressed an interest in being reappointed to the Board for 2010 and 2011. The City Council has authority to determine the length of appointment. Traditionally it has been a two-year appointment.

**RECOMMENDATION:** Staff recommends the reappointment of John Sorcinelli to the DPRB through 2011.

Respectfully Submitted,



Dan Coleman  
Director of Development Services

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