AGENDA

REGULAR CITY COUNCIL / REDEVELOPMENT AGENCY MEETING
TUESDAY, SEPTEMBER 27, 2011, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVE.

CITY COUNCIL:
Mayor Curtis W. Morris
Mayor Pro Tem Jeff Templeman
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember John Ebiner

1. CALL TO ORDER AND FLAG SALUTE

2. ANNOUNCEMENTS

- Pui-Ching Ho, Library Manager, San Dimas Library
- Walnut Creek Community Meeting, Thursday, September 29, 2011, 6:30-8:00 p.m. Stanley Plummer Community Building.
- Earthquake Preparedness – Great California Shakeout on Thursday, October 20, 2011

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) **RESOLUTION NO. 2011-48**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTH OF SEPTEMBER 2011.

b. Ordinances read by title, further reading waived, passage and adoption recommended as follows:

(1) **ORDINANCE NO. 1209,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 11-01, AMENDING THE DRIVE-THROUGH RESTAURANT REQUIREMENTS OF CODE SECTION 18.540.130.B WITHIN SPECIFIC PLAN 24, AREA 1 – REGIONAL COMMERCIAL ZONE. **SECOND READING AND ADOPTION**

c. Approval of minutes for regular meeting of September 13, 2011.

d. Reject claim for damages from Marie Sandoval.

e. Reject claim for damages from Robert T. Mathis, II.

f. Reject claim for damages from Lauren Rich.

g. Reject claim for damaged from Florence Quinn.

h. Authorization to waive formal bid process to retain AAA Paving Company and award up to $30,000 for pavement repairs. Appropriation of $30,000 from Gas Tax funds for pavement repairs on Baseline Road in conjunction with Crestwood Communities (Tract 62861) street improvements.

i. San Dimas High School 4th Annual Homecoming Parade. Restricted closure of certain streets within the Downtown Area on Friday, October 14, 2011 from 2:00 p.m. to 5:00 p.m.

j. Tax Sharing Resolutions approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 21 (Annexation No. 703) two existing single-family homes and one proposed single-family home on Puddingstone Drive.

k. Tax Sharing Resolutions approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 22 (Annexation No. 378) one existing single-family home on Cannon Avenue.

END OF CONSENT CALENDAR

5. OTHER MATTERS

a. Consider a three-month extension of Agreement with University of La Verne regarding management and operation of the San Dimas cable television government access channel KWST.

b. Request by Christ Church of the Valley to close Covina Boulevard between Valley Center and Kimberly Avenue on Monday, October 31, 2011, from 1:00 p.m. to 10:00 p.m. to conduct a Halloween event.

c. Adoption of Resolution No. 2011-49 approving a Remittance Agreement between San Dimas Redevelopment Agency and City of San Dimas for the reimbursement of funds necessary to make the Redevelopment Agency continuation payments.

1) **RESOLUTION NO. 2011-49,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A REMITTANCE AGREEMENT BY AND BETWEEN THE CITY OF SAN DIMAS AND THE SAN DIMAS REDEVELOPMENT AGENCY, PURSUANT TO THE AUTHORITY SET FORTH IN HEALTH AND SAFETY CODE SECTION 34194.2 (AB 1X 27)

6. 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 Minutes for meeting of September 13, 2011.

c. Executive Director

1) Adoption of Agency "Draft" Recognized Payment Obligation Schedule

2) Adoption of Resolution No. 192 approving a Remittance Agreement between San Dimas Redevelopment Agency and City of San Dimas for the reimbursement of funds necessary to make the Redevelopment Agency continuation payment.

a) **RESOLUTION NO. 192**, A RESOLUTION OF THE SAN DIMAS REDEVELOPMENT AGENCY APPROVING A REMITTANCE AGREEMENT BY AND BETWEEN THE CITY OF SAN DIMAS AND THE SAN DIMAS REDEVELOPMENT AGENCY, PURSUANT TO THE AUTHORITY SET FORTH IN HEALTH AND SAFETY CODE SECTION 34194.2 (AB 1X 27).

d. Members of the Agency

7. 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) Reappointment to Golf Course Advisory Committee

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

3) Individual Members' comments and updates.

8. ADJOURNMENT

The next meeting is on October 11, 2011, 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 AGENDAS ARE ALSO AVAILABLE ON THE CITY'S HOME PAGE ON THE INTERNET: http://www.cityofsandimas.com/minutes.cfm.

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 CITY HALL DURING NORMAL BUSINESS HOURS. [PRIVILEGED AND CONFIDENTIAL DOCUMENTS EXEMPTED]

POSTING STATEMENT: ON SEPTEMBER 23, 2011, 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/MINUTES.CFM.

RESOLUTION NO. 2011-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTH OF SEPTEMBER 2011

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 Warrant Register: 09/27/2011; 137248 through 137393; in the amount of $1,350,088.01.

PASSED, APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2011.

_____
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 September 27, 2011, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ina Rios, CMC, City Clerk

4.a.1

CITY OF San Dimas CALIFORNIA

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.

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of September 27, 2011

From: Blaine Michaelis, City Manager

Initiated by: Marco Espinoza, Associate Planner

Subject: **ORDINANCE NO. 1209,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, ADOPTING MUNICIPAL CODE TEXT AMENDMENT 11-01, AMENDING THE DRIVE-THROUGH RESTAURANT REQUIREMENTS OF CODE SECTION 18.540.130.B WITHIN SPECIFIC PLAN 24, AREA 1 – REGIONAL COMMERCIAL ZONE

SUMMARY

Ordinance No. 1209 amends the Municipal Code to conditionally allow drive-through restaurants with audible speakers within 300 feet of residentially zoned properties within Specific Plan 24, Area 1.

The City Council introduced Ordinance No. 1209 at their September 13, 2011 meeting.

RECOMMENDATION

Adopt Ordinance No. 1209.

4. b. 1

ORDINANCE NO. 1209

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING MUNICIPAL CODE TEXT AMENDMENT 11-01, AMENDING THE DRIVE-THROUGH RESTAURANT REQUIREMENTS OF CODE SECTION 18.540.130.B WITHIN SPECIFIC PLAN 24, AREA 1 – REGIONAL COMMERCIAL ZONE.

WHEREAS, an Amendment to the San Dimas Municipal Code has been duly initiated by City of San Dimas;

WHEREAS, the Amendment is described as a request to amend Code Section 18.540.130.B (Specific Plan No. 24, Area 1 – Regional Commercial) to conditionally allow drive-through restaurants with audible speakers within 300 feet of residentially zoned properties; and

WHEREAS, the Amendment would only affect Specific Plan 24, Area1 – Commercial Retail; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on September 13, 2011 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, the Planning Division Staff has determined that the project was previously reviewed under the Environmental Impact Report for the center.

WHEREAS, this Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Council at the hearing, the City Council now finds as follows:

A. The proposed Municipal Code Text Amendment will not adversely affect adjoining property as to value or precedent or be detrimental to the area.

The proposed amendments to Specific Plan 24, Area 1 will not adversely affect or be detrimental to the surrounding area. The amended Code Section will still require a Conditional Use Permit Application for drive-through restaurants with audible speakers. The CUP application will have conditions of approval that will address the type and location of the menu

speaker post and hours of operation. Additional conditions may be used to address site design to further assure noise concerns are properly addressed.

B. The proposed Municipal Code Text Amendment will further the public health, safety and general welfare.

The proposed amendments will allow for drive-through restaurants with audible speakers to be conditionally allowed within 300 feet of residentially zoned properties. The requirement of an approved Conditional Use Permit application will assure and further the public health, safety and general welfare.

C. The proposed Municipal Code Text Amendment is consistent with the General Plan.

The proposed amendment is consistent with the General Plan. The current proposal only amends development design and standards.

THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 18, Chapter 540.130.B of the San Dimas Municipal Code shall be amended, as provided for in Exhibit "A".

PASSED, APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2011.

_____
Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

_____
Ina Rios, CMC, City Clerk

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. 1209 was regularly introduced at the regular meeting of the City Council on September 13, 2011, and was thereafter adopted and passed at the regular meeting of the City Council held on September 27, 2011 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 1209, to be published in the Inland Valley Daily Bulletin.

_____
Ina Rios, CMC, City Clerk

EXHIBIT "A"

M.C.T.A. 11-01
(Specific Plan 24, Area 1 – Regional Commercial)

1. Amend Section 18.540.130.B by adding the underlined and deleting the strike through:

   Eating establishment, with drive-in or drive-through service. If located within 300 feet of residentially zoned property, the drive-through or drive-in portion of the business can only operate during the hours of six a.m. to 10 p.m. and the restaurant portion from six a.m. to midnight. ~~, provided that nosuch use shall be permitted within three hundred feet of residentially zoned property if provided with a~~Audible speakers shall be placed in such a manner as to be directed away from residentially zoned property, have an adjustable volume based on the outdoor ambient noise level and not to exceed 20 dBA when measured from the residentially zoned property.; ~~and if operated between the hours of midnight and six a.m.;~~

MINUTES

REGULAR CITY COUNCIL
TUESDAY, SEPTEMBER 13, 2011, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

PRESENT:
Mayor Curtis W. Morris
Mayor Pro Tem Jeff Templeman
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember John Ebiner
City Manager Blaine Michaelis
City Attorney J. Kenneth Brown
City Clerk Ina Rios
Assistant City Manager for 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
Associate Planner Kristi Grabow
Associate Planner Marco Espinoza
Recreation Coordinator Erica Rodriguez

1. CALL TO ORDER AND FLAG SALUTE

Mayor Morris called the meeting to order at 7:01 p.m. and led the flag salute.

2. ANNOUNCEMENTS

- San Dimas 5K and 1 mile Family Fun Run and Family Fitness Fair for Saturday, September 24, 2011.

Recreation Coordinator Rodriguez announced the annual 5K and 1 Mile Family Fun Run to take place on Saturday, September 24, 2011, at 7:30 a.m. and 8:30 a.m. respectively. Pre-registration ends Wednesday, September 21, 2011 at 5:30 p.m., or participants can register at 6:30 a.m. the day of the race. She said a healthy breakfast will be available at 8:00 a.m. for participants.

- Walnut Creek Community Meeting, Thursday, September 29, 2011, 6:30-8:00 p.m. , Stanley Plumber Building

Assistant City Manager Stevens announced that the City of San Dimas in partnership with the Watershed Conservation Authority will host a Visioning Workshop to invite input on the Walnut Creek Habitat and Open Space Project. The first Workshop will be held on Thursday, September 29, 2011, from 6:30 p.m. to 8:00 p.m., in Stanley Plummer Community Building. He said the site assessment will be available on the City's website at www.cityofsandimas.com, and postcards will be mailed out 1,000 feet radius from the property. He said the consultant would like to know the number of attendees to approximate seating and refreshments.

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

1) Pui-Ching Ho, Library Manager, invited children to join them at Pre-School Story Time at 10:30 a.m. on Fridays; input is needed from innovative and energetic teens, grades 6-12, at the Teen Advisory Board meeting on Saturday, September 17th to help promote the Library to other teens; tutors are available on the free online service to assist students in back-to-school needs and adult tutors can assist in resumé review, job search, GED, and citizenship. Website can be accessed at www.colapublib.org or log on to www.libtutor.com. A free Genealogy 101 workshop will be conducted on September 17th; Friends of San Dimas Library annual Book sale will be held during Western Days on Friday through Sunday, September 30 through October 2, 2011. For detailed information, contact the Library at 909/599-6738.

- HEROES – present Certificates of Recognition to Principals and students

Janie Graef, HEROES, said the San Dimas HEROES First Annual Golf Tournament held Monday, September 12, 2011 was a great success and they look forward to doing it again each year. She mentioned that construction has begun on the Memorial site.

Ms. Graef and Mayor Morris distributed Certificates of Recognitions to Principals and Students of Allen Avenue School, Ekstrand Elemtary School, Gladstone School, Shull School, Lone Hill Middle School, Chaparral High School, San Dimas High School, Bonita Unified District Office, and Shapiro School.

A representative Student from each school shared their fundraising efforts to donate to the HEROES Memorial Drive. Alta Skinner was presented with a bouquet of flowers for her positive efforts in coordinating this fundraiser and lunch with Principals.

Ms. Graef invited the community to join the HEROES on November 11, 2011 for the dedication at the monument.

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) Debra Ashby, RN, Sr. Public Information Specialist, South Coast Air Quality Management District, (AQMD) invited the Council and the community to a free Air Quality Technology Symposium at South Coast AQMD auditorium on September 28-29, 2011. The event will feature a panel of experts to discuss an integrated clean air strategy and solicit new and innovative concepts. She distributed brochures of a Vision for Clean Energy prepared in conjunction with the San Gabriel Valley Council of Governments and California Air Resources Board.

2) Jamel Nickelsacher, ASB President, San Dimas High School, highlighted sports and academic activities, tutorials, and upcoming events, including Homecoming week October 10-15, and Homecoming Dance on October 15, at Pomona Fairplex.

3) Mitch Crawford, Chair, Chamber of Commerce, reminded the community that Friday, September 16th is San Dimas Day at Los Angeles County Fair. He said admission is available from Noon to 6:00 p.m. with five cans of Ralphs private label products for the Los Angeles County Regional Food Bank, of which a portion comes to the San Dimas Community Church Hunger Kitchen to help the needy. Being honored at the Fair are Tyler Gravity, and Kimberly and David Bratt, San Dimas Community Heroes.

4) Mitch Crawford, Chair, Chamber of Commerce invited the community to San Dimas Western Days on Saturday and Sunday, October 1-2, 2011. Additional information will be available in two weeks.

5) Susie Crawford, Branch Hands, said everyone sits on the sidewalk under the shade of the majestic oak trees during Western Days Parade. She conveyed the City Arborist's gratitude to the community for the care of trees on San Dimas Avenue.

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 or audience requests removal for separate discussion.)

Councilmember Ebiner requested amendment of the minutes on page 4 to correct the statement referring to the Brasada Development.

Councilmember Ebiner commented that he intends to vote for item 4.a.2, approval of Final tract map 60865. He stated that four years ago he voted against this item because at that time he felt that this was not the right kind of development for Lone Hill. He mentioned that the developer is moving forward with the project and he felt it was fair to vote in favor of the project at this time.

It was moved by Councilmember Bertone, seconded by Mayor Pro Tem Templeman, and carried 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. 2011-41** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF AUGUST AND SEPTEMBER 2011.

(2) Consider approval of Tract Map 60865, Approval and adoption of Resolution No. 2011-46 approving Final Map and Subdivision Agreement for Tract 60865 located 309 N. Lone Hill Avenue at intersection of Lone Hill Avenue and Overland Court, and authorizing their recordation. Acceptance of, subject to improvement, any offer of dedication shown on final map.

RESOLUTION NO. 2011-46, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP AND SUBDIVISION AGREEMENT FOR TRACT 60865 AND AUTHORIZING THEIR RECORDATION

(3) Approve Denial of Appeal of DPRB Case No. 10-07 - An approved request to grade the rear portion of a single-family residence into terraces, approximately 190 feet long by 90 feet wide, for the purpose of planting fruit trees located at 523 Puddingstone Drive (8382-017-007).

RESOLUTION NO. 2011-47, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS DENYING THE APPEAL AND UPHOLDING THE APPROVAL OF DPRB CASE NO. 10-07, AN APPROVAL TO GRADE THE REAR PORTION OF A SINGLE-FAMILY RESIDENCE INTO TERRACES, APPROXIMATELY 190 FEET LONG BY 90 FEET WIDE, FOR THE PURPOSE OF PLANTING FRUIT TREES LOCATED AT 523 PUDDINGSTONE DRIVE (8382-017-007).

b. Approval of minutes for regular City Council meeting of August 23, 2011.

c. Approve Jackie Bristow Memorial 5K and 1 Mile running road race on January 7, 2012. Restricted closure of certain streets within the downtown area on Saturday, January 7, 2012 from 6:00 a.m. to 12:00 p.m.

d. Tax Sharing Resolutions approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 22 (Annexation No. 410) one proposed commercial lot on Cataract and one existing single-family home on Arrow Highway.

e. Tax Sharing Resolutions approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 22 (Annexation No. 415) 61 proposed single-family homes on Cataract Avenue.

f. Award of Cash Contract No. 2011-07, annual striping maintenance contract, to Superior Pavement Markings, Inc., in the amount up to $8,533.00.

g. Proclaim September, 2011 as National Alcohol and Drug Addiction Recovery Month.

h. Proclaim September, 2011 as Childhood Cancer Awareness Month.

END OF CONSENT CALENDAR

5. PUBLIC HEARING

a. Consider Extension of Ordinance 1205, an urgency ordinance amending the Sign Code establishing interim regulations for window signs.

1) ORDINANCE NO. 1208, AN ORDINANCE OF THE CITY OF SAN DIMAS EXTENDING EXISTING URGENCY ORDINANCE NO. 1205, AMENDING EXISTING PROVISIONS OF THE CITY'S SIGN CODE REGARDING THE STANDARDS FOR WINDOW SIGNS FOR UP TO AN ADDITIONAL 10 MONTHS AND 15 DAYS. **FIRST READING AND INTRODUCTION**

Assistant City Manager for Community Development Stevens reported that Ordinance No. 1205 was enacted on August 9, 2011 as an urgency ordinance, to establish revised interim standards for window signs until the Sign Code update is completed. Mr. Stevens stated that concerns raised at the meeting will be addressed at the upcoming Joint Study Session on October 19, at 6:00 p.m.. He recommended adoption of attached Ordinance No. 1208 extending the interim window sign regulations for up to an additional 10 months and fifteen days effective at the end of the 45 days.

Mayor Morris opened the public hearing and invited comments in favor of, or in opposition to, the interim sign ordinance.

1) In response to Susie Crawford, Assistant City Manager Stevens explained the use of window space and stated that the exact method of measurement was not addressed in the ordinance because it is included in the existing code and staff will be looking at it when the update is brought to the joint study session.

Mayor Pro Tem Templeman stated that it is important to remember that the percentage is based on total window measurements, including all glass on the storefront.

Mr. Stevens pointed out that a glass front door is also included in the total square footage when the 5% or 20% is calculated to determine how much window sign area is permitted. He said the merchant can use 5% or 20% any way he or she chooses as long as they stay within the numerical limits.

There being no one else wishing to speak, Mayor Morris closed the public hearing.

Mayor Morris announced that a Joint Study Session with the City Council and Planning Commission will be held on October 19, 2011 to hear public input concerning the Sign Ordinance, after which time public hearings will be held at the Planning Commission and City Council meetings to consider the revised Sign Ordinance.

After the title was read, it was moved by Councilmember Ebiner, seconded by Councilmember Bertone, to waive further reading and adopt **ORDINANCE NO. 1208**, AN ORDINANCE OF THE CITY OF SAN DIMAS EXTENDING EXISTING URGENCY ORDINANCE NO. 1205, AMENDING EXISTING PROVISIONS OF THE CITY'S SIGN CODE REGARDING THE STANDARDS FOR WINDOW SIGNS FOR UP TO AN ADDITIONAL 10 MONTHS AND 15 DAYS. The motion carried unanimously.

b. Consideration of Municipal Code Text Amendment 11-01, Precise Plan 11-03, DPRB Case No. 11-34, and Conditional Use Permit 11-05 - A request to amend Municipal Code Section 18.540.130.B (Specific Plan No. 24, Area 1 – Regional Commercial) to conditionally allow drive-through restaurants with audible speakers within 300 feet of residentially zoned properties in conjunction with the construction of a 2,448 square foot drive-through restaurant (Panda Express) to be located at the southeast corner of Gladstone Street and Lone Hill Avenue in the Citrus Station Center (formerly known as Costco Center). APN: 8383-009-072

   1) **ORDINANCE NO. 1209**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 11-01, AMENDING THE DRIVE-THROUGH RESTAURANT REQUIREMENTS OF CODE SECTION 18.540.130.B WITHIN SPECIFIC PLAN 24, AREA 1 – REGIONAL COMMERCIAL ZONE. **FIRST READING AND INTRODUCTION**

   2) **RESOLUTION NO. 2011-42**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING PRECISE PLAN 11-03 AND DEVELOPMENT PLAN REVIEW BOARD CASE NO. 11-19, A REQUEST TO CONSTRUCT AND OPERATE A 2,448 SQUARE FOOT DRIVE-THROUGH RESTAURANT (PANDA EXPRESS) WITHIN THE CITRUS STATION (APN: 8383-009-072).

   3) **RESOLUTION NO. 2011-43**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CONDITIONAL USE PERMIT 11-05, A REQUEST TO CONSTRUCT AND OPERATE A 2,448 SQUARE FOOT DRIVE-THROUGH RESTAURANT (PANDA EXPRESS) WITHIN THE CITRUS STATION (APN: 8383-009-072).

Associate Planner Espinoza reported that the applicant is proposing to construct a drive-through Panda Express with audible speakers within the Citrus Station, at the southeast corner of Lone Hill Avenue and the main entrance to the Center. The applicant is proposing to operate 7 days a week from 11:00 a.m. to 10:00 p.m. The applicant requires a code amendment to allow a drive-through restaurant with audible speakers, which are not permitted within 300 feet of residentially zoned properties within Specific Plan No. 24. Planner Espinoza stated that the Development Plan Review Board reviewed the project and recommended approval with minor design modifications. After reviewing the proposal on August 18, 2011, the Planning Commission and staff recommend approval of Municipal Code Text Amendment 11-01, Precise Plan 11-03, Development Plan Review Board Case No. 11-19, and Conditional Use Permit

11-05. Staff recommends introduction of Ordinance No. 1209 and adoption of Resolution No. 2011-42 and Resolution No. 2011-43.

In response to Council, Assistant City Manager Stevens replied that staff and the applicant are working on alternatives for the blank wall that are not considered a logo and that will have an architectural effect. He expressed concern about equal application of similar standards and advertising versus other types of signs and felt it was most appropriate to include this item as part of the sign code discussion.

In response to Councilmember Badar, Planner Espinoza replied that the Board is considering a metal cutout of a bamboo silhouette for the blank wall.

Planner Espinoza reported that a letter was received from a resident at 515 North Lonehill Avenue expressing concerns of air pollution, increased noise, lack of privacy, and decline of property values with the drive-through restaurant.

In response to Councilmember Bertone, Planner Espinoza replied that noise levels were appropriately addressed.

In response to Councilmember Ebiner, Planner Espinoza pointed out the ADA walkway on the plans and said monument signs for the Center are allowed in Specific Plan No. 24. He added that each applicant will comply with parking demands for their use within their own lot, but will also share parking. Staff will look into using technology to measure noise levels to minimize noise for neighbors.

Mayor Morris opened the public hearing and invited the applicant to present the request.

1) Roger Su, Architect for Panda Express, said he has worked hard with staff to satisfy all concerns to move this project forward. He is available to answer questions.

Mayor Morris invited members of the audience in favor of the project to comment.

1) Jennifer Murillo, on behalf of Costco Wholesale, said the materials were reviewed and the use compliments the Center. She agrees with the recommendation provided in the staff report.

Mayor Morris invited members of the audience in opposition to the project to comment.

1) Gil Gonzalez, Terrebonne Avenue, said he requested a copy of the Planning Commission minutes and felt a decision should not be made until all documents are available to the public. He had hoped for more upscale type of restaurants and was opposed to the drive-through project.

In response to Council, Assistant City Manager Stevens stated that the Planning Commission minutes had not been completed and a draft form is intended to go to the next Planning Commission meeting for approval. He added that Planner Espinoza presented a summary of discussion from multiple sides and issue points in the staff report, and conveyed the Commission's action and Resolutions adopted.

In response to Councilmember Ebiner, City Attorney Brown stated that the City Council has the benefit of the Commission's actions at the public hearing and there isn't anything required. He said frequently minutes are available, however, the last Planning Commission meeting was cancelled, and the minutes were not included in the staff report. He stated that Messrs. Espinoza and Stevens reported on the actions of the Planning Commission.

2) Angela Redella, 611 North Lone Hill, does not oppose the Panda Restaurant, but does not want a drive through due to vehicular noise.

Mayor Morris asked if the applicant wanted to add anything in rebuttal.

1) Roger Su said he would like to work with staff to implement all recommendations to reduce noise as much as possible to minimize concerns from surrounding residents.

There being no one else wishing to speak, Mayor Morris closed the public hearing.

Mayor Pro Tem Templeman did not want the public to think this information is not available, and said the agenda report is posted on the website.

In response to Councilmember Bertone, Planner Espinoza replied that operating hours for Panda Express are 11:00 a.m. to 10:00 p.m. and for Olive Garden from 11:00 a.m. to 11:00 p.m. He said the Conditional Use Permit is restrictive in the hours of operation and the Panda is tied to close at 10:00 p.m.

In response to Councilmember Ebiner, Assistant City Manager Stevens said there is no limit on the number of drive-through restaurants at Citrus Station. However, Panda and Olive Garden have private agreements that restrict other users on the two shopping building pads; and the other pads on Gladstone are too large to consider putting in a drive-through.

Councilmember Ebiner felt that the minutes of meetings that lead to a public hearing should be included in the packet for review by the City Council and the public. He appreciated that staff pointed out the pedestrian access and asked if the additional condition addressing the digital menu and speaker was going to be included in the conditional use permit. He suggested that adoption of this code amendment be postponed.

Planner Espinoza replied that condition No. 13 would be included in the event that new technology became available and said 15 noise measurements were conducted based on analysis provided.

In response to Councilmember Bertone, Mr. Espinoza replied that if someone complains about noise, the City has the capacity to conduct tests through Code Enforcement.

Mayor Morris stated that noise levels are considerably lower than what a neighbor across the street could have. Mr. Stevens noted that noise level between 7:00 p.m. to 7:00 a.m. in a residential property is 45 decibels.

Mr. Stevens would prefer that the City Council adopt the Ordinance and direct staff to amend the standards in a general way. He said the City Council can confirm the revised language in the Ordinance when brought back for second reading, and this would allow the project to move forward.

In response to Mayor Pro Tem Templeman, Mr. Stevens replied that the sit-down area of the Panda is approximately 1,500 square feet inside and there is an outdoor patio that can accommodate up to six tables.

Councilmember Badar stated that in discussions with Costco, Panda, and Olive Garden, he felt they would be amenable to doing the right thing for the community. He is delighted to hear their enthusiasm in being a part of this community.

In response to Mayor Morris, Mr. Stevens replied that the City has the advantage of limiting the hours of operation in the Code, the conditional use permit, and noise protection. He felt the best place to add Condition 13 is in the Use Permit to ensure that if someone new tries to operate under the same user permit, the restriction is in place.

Councilmember Ebiner asked that the words "and/or not another analog system" be modified to "another standard of measurement as opposed to technology" and be included in the motion.

After the title was read, it was moved by Councilmember Ebiner, seconded by Councilmember Bertone, to waive further reading and introduce **ORDINANCE NO. 1209**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 11-01, AMENDING THE DRIVE-THROUGH RESTAURANT REQUIREMENTS OF CODE SECTION 18.540.130.B WITHIN SPECIFIC PLAN 24, AREA 1 – REGIONAL COMMERCIAL ZONE.

Mr. Stevens said he understands the motion and second to direct staff to look at the last phrase and consider either a numeric standard and/or a technology neutral standard, and to bring back that language change at the second reading of the ordinance.

The motion carried unanimously.

After the title was read, it was moved by Councilmember Bertone, seconded by Mayor Pro Tem Templeman, to waive further reading and adopt **RESOLUTION NO. 2011-42**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING PRECISE PLAN 11-03 AND DEVELOPMENT PLAN REVIEW BOARD CASE NO. 11-19, A REQUEST TO CONSTRUCT AND OPERATE A 2,448 SQUARE FOOT DRIVE-THROUGH RESTAURANT (PANDA EXPRESS) WITHIN THE CITRUS STATION (APN: 8383-009-072). The motion carried unanimously.

After the title was read, it was moved by Councilmember Bertone, seconded by Mayor Pro Tem Templeman, to waive further reading and adopt **RESOLUTION NO. 2011-43**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CONDITIONAL USE PERMIT 11-05, A REQUEST TO CONSTRUCT AND OPERATE A 2,448 SQUARE FOOT DRIVE-THROUGH RESTAURANT (PANDA EXPRESS) WITHIN THE CITRUS STATION (APN: 8383-009-072).

Councilmember Bertone confirmed that the motion included the added condition on noise on the conditional use permit.

The motion carried unanimously with the inclusion of Condition 13.

c. Consideration of Precise Plan 11-02, DPRB Case No. 11-14, Tree Permit 11-25 and Conditional Use Permit 11-03 - A request to allow construction of a 7,537 square foot sit-down restaurant (Olive Garden), removal of 4 mature oak trees and to allow a type 47 On-Sale General alcohol license in conjunction with a restaurant use, located within Citrus Station (formerly known as the Costco Center), located at the southeast corner of Gladstone Street and Lone Hill Avenue. APN: 8383-009-073.

    1) **RESOLUTION NO. 2011-44**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING PRECISE PLAN NO. 11-02 AND DEVELOPMENT PLAN REVIEW BOARD CASE NO. 11-14, A REQUEST TO CONSTRUCT A 7,537 SQUARE FOOT SIT-DOWN RESTAURANT (OLIVE GARDEN) WITHIN THE CITRUS STATION (APN: 8383-009-073).

2) **RESOLUTION NO. 2011-45**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CONDITIONAL USE PERMIT 11-03, A REQUEST TO AUTHORIZE THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR ON-SITE CONSUMPTION (TYPE 47 LICENSE) IN CONJUNCTION WITH A PROPOSED RESTAURANT, OLIVE GARDEN, LOCATED WITHIN THE CITRUS STATION SHIPPING CENTER (APN: 8383-009-073).

Associate Planner Grabow presented a request to construct and operate a new sit-down Olive Garden restaurant within a vacant lot near the Costco in the Citrus Station, located in the Specific Plan No. 24, Area 1 Zone. Proposed hours of operation are Monday through Sunday, from 11:00 a.m. to 11:00 p.m. The applicant is also proposing a separate lounge/bar area and after approval, will apply for the Type 47 license with the Alcoholic Beverage Control. She said the applicant is proposing removal of four oak trees due to their location on the parking lot and will replace them with a total of 26 36" box oak trees. The Development Plan Review Board and the Planning Commission reviewed the proposal and recommended approval with design modifications. Staff recommends the City Council adopt Resolutions No. 2011-44 and No. 2011-45.

In response to Mayor Morris, Associate Planner Grabow said staff worked with the applicant to get the appropriate information that the Review Board needed to review removal of tree No. 4 which is tentatively scheduled for September 22nd. Ms. Grabow said she did not know the survival rate of the oak tree with three-feet of soil around it.

Mayor Morris expressed concern that once the tree dies, it will create a void in the landscaping. He thought it would be better to plant mature, transplantable trees.

In response to Councilmember Bertone, Mr. Stevens said staff looked at alternate site layouts and felt comfortable with the removal of three trees, however, there is an opportunity to consider the preservation of tree No. 4.

Mr. Stevens further responded that Sycamores would grow faster than an oak tree, and staff will look at the species if an oak tree is determined not appropriate. He indicated that staff experienced issues due to adverse soil conditions in relocating some very significant trees on the main Costco project. He said the applicant's Landscaping Arborist will provide a biological report on the condition of tree No. 4, which will be reviewed by Planning Staff and the City Arborist. Staff will then make the recommendation to the Review Board to decide whether to preserve or replace the tree, and the City Council will be informed of the results.

Councilmember Bertone requested that he be included in the review of the biological reports.

In response to Council, Planner Grabow said 26 trees are proposed to be in 36-inch boxes and the Planning Commission recommended that some trees be larger than 36 inches.

In response to Councilmember Bertone, Mr. Stevens stated that Olive Garden is concerned about the parking field and would prefer that the tree be removed. He said if it is prudent to save the tree, three parking spaces will be lost; however, there is reciprocal parking throughout the site.

In response to Councilmember Badar, Mr. Stevens stated that a drought-tolerant shrub that complements the oak tree will be planted within the drip line.

In response to Councilmember Ebiner, Planner Grabow replied that 134 parking spaces are proposed, however, with the preliminary proposal to preserve Tree No. 4, there would be 131 parking spaces in addition to shared parking.

Mayor Morris opened the public hearing and invited the applicant to make his presentation.

1) John Keene, Site Development Manager, Garden, Parent Company of Olive Garden, is in agreement with everything discussed and will work with staff to move forward with the project. He is here to answer questions.

Mayor Morris invited audience members that are in favor of the project to comment.

1) Jennifer Murillo, Costco Wholesale, said they are in favor of the proposal and support the application.

Mayor Morris asked if anyone was opposed to the application. There being no one else wishing to speak, the public hearing was closed.

Councilmember Ebiner expressed his excitement about getting an Olive Garden and he supported the plan, with the exception of the removal of tree No. 4. He indicated that the 26 trees will be growing and once the oak tree's life span comes to an end, the 26 trees will have compensated the vacant space. He will be awaiting the Review Board's decision.

Councilmember Badar said he will wait for the report to go through the Review Board before making a decision on the best course of action. He respects staff's decision and the technical advice of the City Arborist to come back with a professional decision.

Mayor Pro Tem Templeman said he does not want to see one tree drive the design of the project and he suggested that the developer have patio benches made from the timber of the trees.

After the title was read, it was moved by Councilmember Bertone, seconded by Councilmember Ebiner, to waive further reading and adopt **RESOLUTION NO. 2011-44**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING PRECISE PLAN NO. 11-02 AND DEVELOPMENT PLAN REVIEW BOARD CASE NO. 11-14, A REQUEST TO CONSTRUCT A 7,537 SQUARE FOOT SIT-DOWN RESTAURANT (OLIVE GARDEN) WITHIN THE CITRUS STATION (APN: 8383-009-073). The motion carried unanimously.

After the title was read, it was moved by Councilmember Bertone, seconded by Councilmember Ebiner, to waive further reading and adopt **RESOLUTION NO. 2011-45**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CONDITIONAL USE PERMIT 11-03, A REQUEST TO AUTHORIZE THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR ON-SITE CONSUMPTION (TYPE 47 LICENSE) IN CONJUNCTION WITH A PROPOSED RESTAURANT, OLIVE GARDEN, LOCATED WITHIN THE CITRUS STATION SHIPPING CENTER (APN: 8383-009-073). The motion carried unanimously.

6. ORDINANCES

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

1) **ORDINANCE NO. 1207,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 11-02, AMENDING THE PARKING DESIGN SECTION 18.140.090.C.6.ii(B) AND SUB-AREA D (SINGLE FAMILY) 18.140.090.C.3.C IN THE CREATIVE GROWTH AREA 3 ZONE. **SECOND READING AND ADOPTION.**

Associate Planner Grabow stated that at their August 23, 2011 meeting, the City Council introduced Ordinance No. 1207 that modifies the Creative Growth, Area 2 Zone (CG-3), tandem parking design Section 18.140.090.C6.ii(B) and Sub-Area D (Single Family) permitted uses Section 18.140.090.C.3.c. Staff recommends adoption of Ordinance No. 1207.

After the title was read, it was moved by Councilmember Bertone, seconded by Councilmember Badar, to waive further reading and adopt **ORDINANCE NO. 1207**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 11-02, AMENDING THE PARKING DESIGN SECTION 18.140.090.C.6.ii(B) AND SUB-AREA D (SINGLE FAMILY) 18.140.090.C.3.C IN THE CREATIVE GROWTH AREA 3 ZONE. The motion carried 4.1; Councilmember Ebiner opposed.

7. OTHER BUSINESS

a. Request to utilize Prop A transportation funds for an educational trip for 5th Grade Students at Ekstrand School October 3, 2011.

City Manager Michaelis presented a request from Ekstrand Elementary School for financial assistance to cover transportation costs from Prop A Funds for their annual Fifth Grade Science Camp. Mr. Michaelis said there are sufficient funds in the Prop A fund to finance the request in the amount of $1,200, and if the City Council approves the request, the following procedures are necessary: 1) When Prop A Funds are used for educational or recreational trips, members of the public wishing to ride must be accommodated; 2) The City requests that the contribution be made in the form of payment of an invoice for transportation services for the actual cost up to $1,200.

Councilmember Bertone stated he would vote in favor of this request, however, he requested the same consideration if another school makes the same request.

Mayor Morris explained that Ekstrand Elementary School is a Title 1 school in the District and would be treated as a special circumstance that does not apply to other schools in the District.

In response to Councilmember Badar, Assistant City Manager Duran replied that $72,000 was budgeted this year for eligible expenses for recreation transit, including the Rodeo, and there are sufficient funds to cover this request. He mentioned that in the past the city provided Prop A funds for the Hands On program.

Councilmember Bertone pointed out that $5,000 is allocated annually from Prop A funds for the Yellow Bus Program, which is never used because funds for that program are raised, and there is a surplus of funds in the account.

In response to Councilmember Ebiner, Mr. Duran replied that $400,000 is the total budget for Prop A funds. He said the majority is used for Dial-A-Cab and Get About, and the remainder is not expended in the current fiscal year.

It was moved by Councilmember Bertone, seconded by Councilmember Badar, to contribute up to $1,200 from Prop A Funds to cover transportation services for Ekstrand Elementary School's annual Fifth Grade Science Camp, pursuant to: 1) When Prop A Funds are used for educational or recreational trips, members of the public desiring to ride must be accommodated; 2) That the City make the contribution in the form of payment of an invoice for transportation services for the actual cost up to $1,200. The motion carried unanimously.

8. SAN DIMAS REDEVELOPMENT AGENCY

Mayor Morris recessed the regular meeting at 9:31 p.m. to convene a meeting of the San Dimas Redevelopment Agency Board of Directors. The regular City Council meeting reconvened at 9:32 p.m..

9. ORAL COMMUNICATIONS

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

1) In response to Gil Gonzalez, Mayor Morris clarified that the Planning Commission minutes were not available, however, Mr. Templeman said the packet, which includes Mr. Espinoza's staff report, is available online.

2) Mr. Gonzalez stated that the City has a balanced budget each year with a surplus of funds and does not need to approve a drive-through restaurant when the General Plan does not allow speakers within 300 feet.

3) Donna Lee, Southern California Edison (SCE), 800 W. Cienega Avenue, said SCE is celebrating its 125th anniversary this year. She said throughout history, SCE customers have saved 7.8 billion kilowatt hours through SCE's energy efficiency program. She said SCE International has been innovative in many crucial areas of the electric utility industry such as renewable energy generation, smart grid technology, energy efficiency and electric vehicles. San Dimas is on the cutting edge to be one of SCE's plug-in vehicles readiness cities. She thanked staff for their participation and help in letting residents and businesses know what to expect and what is needed for electric vehicles. She has enjoyed the opportunity to work with San Dimas over the past 2.5 years and looks forward to a lasting partnership as they embark on the next 125 years of service to the city.

On behalf of Southern California Edison International, Ms. Lee presented a Resolution of Appreciation to the City for being a valued, significant partner and for participating in San Gabriel Valley Energy Wise Partnership to help achieve those savings.

In response to Councilmember Bertone, Ms. Lee encouraged the community to participate in the energy efficiency program, which can be found on their website at www.sce.com.

4) Susie Crawford affirmed that residents want restaurants in San Dimas and the Olive Garden will be a wonderful addition. She supported the mixture of larger trees.

b. City Manager

There was no report.

c. City Attorney

There was no report.

d. Members of the City Council

1) Appointment to Golf Course Advisory Committee

Committee Member Don Green has served three terms and is not eligible for reappointment, creating one vacancy on the Golf Course Advisory Committee. Mayor Morris and City Manager Michaelis interviewed five candidates on August 30, 2011 and recommended C. Douglas Shultz for appointment.

It was moved by Councilmember Bertone, seconded by Councilmember Badar, to appoint C. Douglas Schultz to the Golf Course Advisory Committee for a two year term ending on August 31, 2013. The motion carried unanimously.

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

There were no meetings attended at the expense of the local agency. Mayor Morris attended the California Joint Powers Insurance Authority meeting at their expense.

3) Individual Members' comments and updates.

a) Mayor Pro Tem Templeman commemorated the loss of Public Safety Commissioner Paul Kirby, who was a well-known businessman in the community.

b) Councilmember Badar noted that the HEROES held their first annual Golf Tournament, that brought 109 citizens, in respect to Dal Lee, former owner of Via Verde Country Club, who donated considerable amounts of money to this community. Mr. Lee's last wish was to give the HEROES program a big boost in financial contribution by allowing this tournament to be held at the Via Verde Golf Course.

c) Assistant City Manager Stevens announced that the Development Plan Review Board meeting next Thursday, September 15, 2011, will not include discussion on the Panda or Olive Garden items. Staff will either schedule a special meeting on September 29, or on October 6, to address overriding issues out of the final decision and present the results to the City Council on October 11, 2011.

10. MEMORIAL ADJOURNMENT

Mayor Morris adjourned the meeting at 9:48 p.m. in observance of 9-11-01. The next meeting is 7:00 p.m. on September 27, 2011.

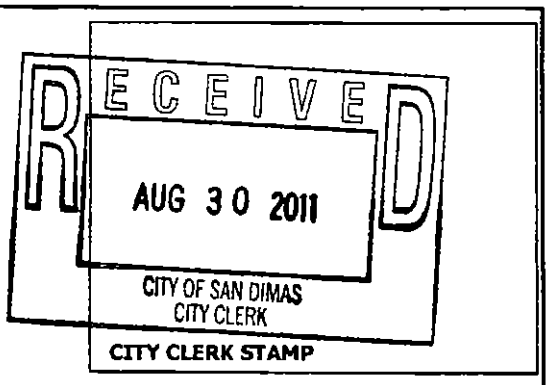
Respectfully submitted,

_____

Ina Rios, CMC, City Clerk

CITY OF San Dimas CALIFORNIA

RECEIVED
AUG 30 2011
CITY OF SAN DIMAS
CITY CLERK
CITY CLERK STAMP



CLAIM AGAINST THE CITY OF SAN DIMAS
(For damages to Persons or Personal Property)

Received by DB **initials**
Via
- ☒ **U S Mail**
- o **Inter-Office Mail**
- o **Over the Counter**

A claim must be filed with the City Clerk of the City of San Dimas within six (6)months after which the incident or event occurred. Be sure your claim is against the City of San Dimas, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to the City Clerk, the City of San Dimas, 245 E. Bonita Avenue, San Dimas CA 91773-3002.

TO THE HONORABLE MAYOR & CITY COUNCIL, THE CITY OF SAN DIMAS, CALIFORNIA.

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant MARIE SANDOVAL
   a. Address 1338 VALEVIEW AVENUE
   b. City SAN DIMAS Zip Code 91740
   c. Telephone Number (909) 524-6014 d. Cell Number (____)
   e. Date of Birth [redacted] f. Drivers' license [redacted]
   g. e-mail:

2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:
   MS. MARIE SANDOVAL, % THE LAW OFFICES OF VARGAS & VARGAS
   301 NORTH LAKE AVENUE, SUITE 120, PASADENA, CALIFORNIA 91101-4108

3. Event or occurrence from which the claim arises:
   a. Date AUGUST 18, 2011 b. Time 10:15 A.M. a.m./p.m.
   c. Place (exact & specific location)
   PARKWAY AREA IN FRONT OF 2440 WEST FOOTHILL BOULEVARD, SAN DIMAS, CALIFORNIA 91773
   IMMEDIATELY EAST OF DRIVEWAY TO SAID PROPERTY
   d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage. (Use additional paper if necessary)
   TRIP AND FALL ON ELEVATION HEIGHT DIFFERENCE OF 1.75 INCHES BETWEEN PARKWAY AND DRIVEWAY EDGE
   e. What particular action by the City, or its employees, caused the alleged damage or injury?
   MAINTENANCE OF DANGEROUS CONDITION OF PUBLIC PROPERTY; FAILURE TO INSPECT AND CORRECT

4. Give a description of the injury, property damage or loss, so far as is known at the time to this claim. If there were no injuries, state "no injuries".
   PERSONAL INJURIES TO HEAD, NECK, BACK, BODY, UPPER AND LOWER EXTREMITIES

5. Give the name(s) of the City employee(s) causing the damage or injury:
UNKNOWN AT THIS TIME

6. Name and address of any other person injured:
NONE OTHER TO MY KNOWLEDGE

7. Name and address of the owner of any damaged property:
NOT APPLICABLE

8. Damages claims:
   a. Amount claimed as of this date: $ 500,000.00
   b. Estimated amount of future costs: $ 500,000.00
   c. Total amount claimed: $ 1,000,000.00
   d. Basis for computation of amounts claimed (attach copies of all bills, invoices, estimates, etc.)

9. Names and addresses of all witnesses, hospitals, doctors, etc.
   a. ROSALBA [LAST NAME UNKNOWN], REPRESENTATIVE OF ACCESS, P.O.BOX 5728, EL MONTE, CALIFORNIA 91734
   b.
   c.
   d.

10. Any additional information that might be helpful in considering this claim:
UNKNOWN AT THIS TIME

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!
(Penal Code §72: Insurance Code §556.1)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 25TH **day of** AUGUST **20**11,
at PASADENA, CALIFORNIA

Print Form Clear Form

Claimant's signature ERNEST A. VARGAS
ATTORNEY FOR CLAIMANT MARIE SANDOVAL

Office of the City Clerk
City of San Dimas, California

September 7, 2011

RECEIVED
SEP 13 2011
CITY OF SAN DIMAS
ADMINISTRATION

TO: The City of San Dimas

ATTENTION: Ken Duran, Assistant City Manager

RE:	Claim	:	Mathis, II vs. The City of San Dimas
	Claimant	:	Robert T. Mathis, II
	D/Event	:	7/21/2011
	Rec'd Y/Office	:	8/30/2011
	Our File	:	S-1595898-RWQ

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. If the claimant is represented send the notice to the attorney of record.**

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

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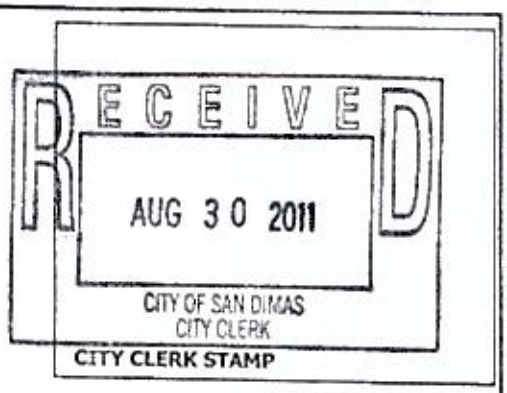


CLAIM AGAINST THE CITY OF SAN DIMAS
(For damages to Persons or Personal Property)

Received by AB **initials**
Via
- ☒ **U S Mail**
- ○ **Inter-Office Mail**
- ○ **Over the Counter**

A claim must be filed with the City Clerk of the City of San Dimas within six (6)months after which the incident or event occurred. Be sure your claim is against the City of San Dimas, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to the City Clerk, the City of San Dimas, 245 E. Bonita Avenue, San Dimas CA 91773-3002.

TO THE HONORABLE MAYOR & CITY COUNCIL, THE CITY OF SAN DIMAS, CALIFORNIA.

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Robert T. Mathis, II
   a. Address 226 W. Allen Ave.
   b. City San Dimas Zip Code 91773
   c. Telephone Number (213) 703-2277 d. Cell Number (same)
   e. Date of Birth [redacted] f. Drivers' license [redacted]
   g. e-mail: bobbymathis@mac.com

2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:
   Robert T. Mathis, phone is same as above, PO Box 3371, San Dimas, CA 91773

3. Event or occurrence from which the claim arises:
   a. Date July 21, 2011 and currently b. Time _____ a.m./p.m.
   c. Place (exact & specific location)
   226 W. Allen Ave.
   d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage. (Use additional paper if necessary)
   Despite the City's approval, Mayor Curtis Morris repeatedly threatens me to have my house tear down for noncompliance.
   Mayor Morris telephones me and advises me that my house will be torn down if I refuse to demolition the kitchen.
   I continue to endure the constant threat by the Mayor to have my house tear down despite its completion.
   e. What particular action by the City, or its employees, caused the alleged damage or injury?
   Despite the City's approval, Mayor Curtis Morris repeatedly threatens me to have my house tear down for noncompliance.
   Mayor Morris telephones me and advises me that my house will be torn down if I refuse to demolition the kitchen.
   I continue to endure the constant threat by the Mayor to have my house tear down despite its completion. I continue to suffer serious mental distress as a result of the threats.

4. Give a description of the injury, property damage or loss, so far as is known at the time to this claim. If there were no injuries, state "no injuries".
   Based on the repeated threats, I cannot fully utilize or enjoy my second dwelling. I sustain damages of at least $250,000.00
   This damage claim does not include the mental anguish and distress that I am repeatedly subjected to as a consequence of the ongoing threats.

5. Give the name(s) of the City employee(s) causing the damage or injury:
Mayor Curtis Morris

6. Name and address of any other person injured:
None

7. Name and address of the owner of any damaged property:
Other than myself

8. Damages claims:
   a. Amount claimed as of this date: $ 250,000.00
   b. Estimated amount of future costs: $ uncertain
   c. Total amount claimed: $ uncertain
   d. Basis for computation of amounts claimed (attach copies of all bills, invoices, estimates, etc.)

9. Names and addresses of all witnesses, hospitals, doctors, etc.
a. Myself and the Mayor
b.
c.
d.

10. Any additional information that might be helpful in considering this claim:

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!
(Penal Code §72: Insurance Code §556.1)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 19 day of Aug, 20 2011
at [illegible]

Print Form | Clear Form

Claimant's signature

Office of the City Clerk
City of San Dimas, California

September 7, 2011

RECEIVED
SEP 9 2011
CITY OF SAN DIMAS
ADMINISTRATION

TO: The City of San Dimas

ATTENTION: Ken Duran, Assistant City Manager

RE:	Claim	:	Rich vs. The City of San Dimas
	Claimant	:	Lauren Rich
	D/Event	:	7/13/2011
	Rec'd Y/Office	:	7/26/2011
	Our File	:	S-1582723-WRQ

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. If the claimant is represented send the notice to the attorney of record.**

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

4.b

CITY OF San Dimas CALIFORNIA

RECEIVED
JUL 26 2011
CITY OF SAN DIMAS
CITY CLERK

CITY CLERK STAMP

CLAIM AGAINST THE CITY OF SAN DIMAS
(For damages to Persons or Personal Property)

Received by _____initials
Via

- **U S Mail**
- **Inter-Office Mail**
- **Over the Counter**

A claim must be filed with the City Clerk of the City of San Dimas within six (6)months after which the incident or event occurred. Be sure your claim is against the City of San Dimas, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to the City Clerk, the City of San Dimas, 245 E. Bonita Avenue, San Dimas CA 91773-3002.

TO THE HONORABLE MAYOR & CITY COUNCIL, THE CITY OF SAN DIMAS, CALIFORNIA.

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Lauren Rich
   a. Address 408 N Cataract Ave
   b. City San Dimas Zip Code 91773
   c. Telephone Number (909) 592-9041 d. Cell Number (662) 352-9184
   e. Date of Birth [redacted] f. Drivers' license _____
   g. e-mail: LuckyLadyL21@gmail.com
2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:
3. Event or occurrence from which the claim arises:
   a. Date 7/13/2011 b. Time 11:30 AM (a.m)/p.m.
   c. Place (exact & specific location) right in front of my house at 408 N Cataract Ave. Truck was parked at the curb.
   d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage. (Use additional paper if necessary) Half of the tree fell on the bed of my truck.
   e. What particular action by the City, or its employees, caused the alleged damage or injury?
4. Give a description of the injury, property damage or loss, so far as is known at the time to this claim. If there were no injuries, state "no injuries".

"No injuries" back part of passenger side of truck was damaged from large limb

5. Give the name(s) of the City employee(s) causing the damage or injury:

A City tree caused the damage.

6. Name and address of any other person injured:

7. Name and address of the owner of any damaged property:
Lauren Rich, 408 N Cataract Ave, San Dimas 91773
owner of damaged truck.

8. Damages claims:
   a. Amount claimed as of this date: $ 1293.56
   b. Estimated amount of future costs: $ 240.00
   c. Total amount claimed: $ ~~1293.56~~ 1533.56
   d. Basis for computation of amounts claimed (attach copies of all bills, invoices, estimates, etc.)

9. Names and addresses of all witnesses, hospitals, doctors, etc.
   a. TRUCK BEF REPAIR
   b. CAR RENTAL - EST 1 WEEK RENTAL
   c.
   d.

10. Any additional information that might be helpful in considering this claim:

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!
(Penal Code §72: Insurance Code §556.1)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 26th **day of** July, **20** 11,
at 1:08 pm

Claimant's signature

Office of the City Clerk
City of San Dimas, California

September 13, 2011

RECEIVED
SEP 15 2011
CITY OF SAN DIMAS
ADMINISTRATION

TO: The City of San Dimas

ATTENTION: Ken Duran, Assistant City Manager

RE:	Claim	:	Quinn vs. The City of San Dimas
	Claimant	:	Florence Quinn
	D/Event	:	1/19/2011
	Rec'd Y/Office	:	2/3/2011
	Our File	:	S-1547907-SWQ

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. If the claimant is represented send the notice to the attorney of record.**

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

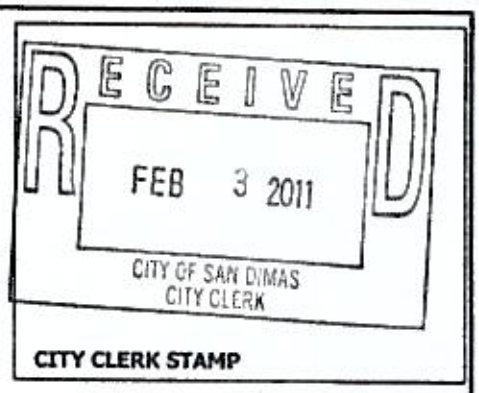
Very truly yours,
CARL WARREN & COMPANY

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

4.g



CLAIM AGAINST THE CITY OF SAN DIMAS
(For damages to Persons or Personal Property)

Received by _____initials
Via
- o **U S Mail**
- o **Inter-Office Mail**
- ✓ **Over the Counter**

A claim must be filed with the City Clerk of the City of San Dimas within six (6)months after which the incident or event occurred. Be sure your claim is against the City of San Dimas, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to the City Clerk, the City of San Dimas, 245 E. Bonita Avenue, San Dimas CA 91773-3002.

TO THE HONORABLE MAYOR & CITY COUNCIL, THE CITY OF SAN DIMAS, CALIFORNIA.

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant FLORENCE QUINN
   a. Address 120 WEST BONITA AVE., SUITE H
   b. City SAN DIMAS, CA Zip Code 91773
   c. Telephone Number (909) 599-6052 d. Cell Number (909) [redacted]
   e. Date of Birth [redacted] f. Drivers' license [redacted]
   g. e-mail: florenqui@aol.com
2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:
   NOT APPLICABLE
3. Event or occurrence from which the claim arises:
   a. Date 1-19-2011 b. Time 11:40 A.M. a.m./p.m.
   c. Place (exact & specific location)
   On wooden boardwalk directly in front of Salon VIP at 129 West Bonita Avenue, San Dimas, CA 91773
   d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage. (Use additional paper if necessary)
   Uneven walkway/deteriorating wood plank(s) on the boardwalk, i.e., elevated/swollen plank caused trip/fall accident.
   e. What particular action by the City, or its employees, caused the alleged damage or injury?
   Lack of regular general maintenance and, more importantly, reluctance by the City to replace the "wooden boardwalk" areas with safer construction materials such as cement at this time and when other incidents of the same nature have occurred previously. Rain water runoff saturates wood creating dry rot areas and subsequent termite infestation. Heat causes the wood to warp/split and separate creating gaps/uneven public walkways that violate Federal ADA laws/State Unruh Civil Rights Act.
4. Give a description of the injury, property damage or loss, so far as is known at the time to this claim. If there were no injuries, state "no injuries".
   Sprain to cervical spine; sprain to lower lumbar region; contusions to R knee cap; contusions to R elbow; sprain to R shoulder sprain to R hip; sprain/contusion to left wrist; multiple bruising/swelling overall. Migraine headaches and subsequent vision impairment.

5. Give the name(s) of the City employee(s) causing the damage or injury:

Unasscertainable at this time, but would assume anyone in the City's employ who has been and continues to be reluctant to replace "wood boardwalk" areas with safer construction materials. California law by statute explicitly incorporates ADA laws into California law. A violation of ADA law therefore constitutes a violation of California Unruh Civil Rights Act.

6. Name and address of any other person injured:

None at this particular incident, however, there have been other claims in the past which should have been sufficient enough to cause the City to remedy any and all architectural/construction defects.

7. Name and address of the owner of any damaged property:

None at this particular accident.

8. Damages claims:

a. Amount claimed as of this date: $ Unascertainable at this time

b. Estimated amount of future costs: $ Unascertainable at this time

c. Total amount claimed: $ Pending

d. Basis for computation of amounts claimed (attach copies of all bills, invoices, estimates, etc.)

9. Names and addresses of all witnesses, hospitals, doctors, etc.

a. Witness: Debbie Gibbs, et al - Salon VIP, 129 W. Bonita Ave., San Dimas, CA 91773 909 599-9700 or cell 909 758-6032

b. Witness: Cyndia Williams, et al - Old Towne Antiques, 125 W. Bonita Ave., San Dimas, CA 91773, 909 394-1836

c. Witness: Officer Dave Hall, San Dimas Sheriff's Station, Walnut Street, San Dimas, Ca 91773

d. Doctor: Virginia Barrett, Healthcare Partners, Glendora, CA , 626 335-4610

10. Any additional information that might be helpful in considering this claim:

This accident is not uncommon to the "boardwalk" area of San Dimas. When considering the costs involved for claims already filed against the City and future potential risk factors, it would be more cost effective to replace the areas in question with safer materials and construction. Maintaining the look of "the old days" at the risk of the disabled and the general public is an insult to all Americans especially those with disabilities. I would think that one should set aside "personal preferences", take this matter under advisement, and render a fair and impartial decision to make this City safer for everyone!

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!
(Penal Code §72: Insurance Code §556.1)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 31st **day of** January, **20** 11,
at San Dimas

Claimant's signature

Print Form Clear Form

Office of the City Clerk
City of San Dimas, California

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of September April 27, 2011

From: Krishna Patel, Director of Public Works Department

Subject: **Baseline Road at Cataract Avenue Street Pavement Improvements:**

1. **Authorization to waive formal bid process to retain AAA Paving Company and award up to $30,000 for pavement repairs.**
2. **Appropriation of $30,000 from Gas Tax funds for pavement repairs on Baseline Road in conjunction with Crestwood Communities (Tract 62861) street improvements**

SUMMARY

This request is for the City Council to appropriate $30,000 from the Gas Tax Fund for the rehabilitation of the north side of Baseline Road (from Cataract Avenue to Alford Street) in conjunction with completion of street improvements along the south side of the road. The improvements on the south side of the road are being installed by the developer of Tract 62861 (Crestwood Communities) which are required by the conditions of development of the Tract. Staff proposes that the developer's contractor AAA Paving Company perform repairs to the north side of Baseline Rd.

BACKGROUND

As part of the approval process for Tract 62861, the developer was required to install street improvements along the south side of Baseline Road adjacent to the Tract Boundaries (from Cataract Avenue to Alford Street). While the Tract was approved by Council in 2007, the development has been delayed, with only recently the new owner, Crestwood Communities now in the process of fulfilling the development obligations on Baseline Road.

During the installation of the street infrastructure, the developer experienced some unforeseen conditions (shallow gas main and dilapidated water main) which have resulted in more trenching than anticipated on the north side of Baseline. These trenches combined with the poor condition of the existing pavement have accelerated the degradation of the pavement on the north side of Baseline Road. Please see the attached photos.

DISCUSSION

Staff is requesting that Council consider appropriating $30,000 from the Gas Tax Funds to provide monies for repair of the north side of Baseline Road from Cataract Avenue to Alford Street. The contractor doing the work on the south side of Baseline Road has been contacted to provide pricing for the repair.

Because the contractor is already in the area, there should be substantial benefit/savings. The City would not need to pay mobilization costs which would be proportionally significant in such a small area.

4.h

Also, having the same contractor pave both sides of the street would result in a more consistent pavement surface. There would also be less impact to the residents due to reduced mobilization. Using AAA Paving would also eliminate any temporary surface conditions such as uneven pavement or temporary asphalt needed until another contractor mobilizes and completes the repairs to the north side.

While there are several advantages to using the same contractor as the developer, Staff is negotiating a price for the repairs from the contractor. The estimate provided will be compared to previous bids to ensure that the City receives competitive pricing. Should the contractor fail to provide a competitive price, then Staff would obtain estimates from other paving contractors such as the City's asphalt maintenance contractor PaveCo.

Staff anticipates repairs for this section on the north side of Baseline to cost not more than $30,000.

The developer has the paving on the south side of Baseline scheduled to be completed in the next two to three weeks.

RECOMMENDATIONS

Staff requests Council's consideration of the following:

1. **Authorization to waive formal bid process to retain AAA Paving Company and award up to $30,000 for pavement repairs.**
2. **Appropriation of $30,000 from Gas Tax funds for pavement repairs on Baseline Road in conjunction with Crestwood Communities (Tract 62861) street improvements**

Respectfully submitted,

Shari Garwick
Senior Engineer

09-11-21

09/22/2011 10:28

09/22/2011 10:30

09/22/2011 10:29

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of September 27, 2011

From: Krishna Patel, Director of Public Works

Subject: **San Dimas High School 4th Annual Homecoming Parade**
- **Restricted Closure of Certain Streets Within the Downtown Area on Friday, October 14, 2011 – 2:00 PM to 5:00 PM**

SUMMARY

San Dimas High School is requesting to hold their 4th Annual Homecoming Parade through various streets. The Parade starts at Iglesia and proceeds down Bonita Avenue and ends at Monte Vista on Friday, October 14, 2011.

The net effect of the approvals would be:

Restricted street closures for Homecoming Parade are: Iglesia from 2nd Street to Bonita Avenue to Monte Vista Avenue to 1st Street from 2:00 PM to 5:00 PM.

DISCUSSION

The San Dimas High School, ASB department submitted an application for a Special Event Permit for their 4th Annual Homecoming parade which will temporarily close Iglesia from 2nd Street to Bonita Avenue down to Monte Vista/1st Street. This year the ASB department has requested use of the southeast corner of Bonita and San Dimas Avenue (grassy area) to set up tables for the school's club bake sales, cotton candy, and snow cones. As in previous years, all the work done in organizing parade floats, setting up the parade will be managed by SDHS staff and parent volunteers. In addition to traffic control at Bonita and San Dimas Avenue, the Sheriff department will assist with foot traffic at San Dimas Avenue and 1st Street. Furthermore, as in preceding years with City Council approval, City Staff will assist by providing all the traffic control equipment and labor necessary for the Parade. City Staff also provides assistance with the posting of No Parking event signage.

The Homecoming Parade will be held on Friday, 3:30 PM to 4:00 PM. The Parade's staging area begins approximately on Iglesia/1st Street and will proceed south to Bonita Avenue and continue down to Monte Vista. The Parade participants will go northbound on Monte Vista and end at 1st Street.

This event has become a regular, highly anticipated event for San Dimas High School students, parents and fans. It has not become an unmanageable event, but rather an enjoyable, good time for students and their families. This year the High School ASB department provided a timely application. They are a cooperative group and are willing to work with City Staff to ensure a successful event. Staff has realized this particular event has become a regular fixture to the Community's Calendar of Events. This annual October event celebrates our City's local High School football team in a fun and old fashioned manner.

4.i

There were no changes made to this year's traffic control plan for the Parade, therefore no review was needed by the Traffic Safety Committee (and consequently the September TSC meeting was cancelled). The Special Event Permit Committee reviewed the parade route (traffic control plan), application and concurred no changes to the conditions of approval are anticipated.

RECOMMENDATION

Staff recommends that City Council consider the San Dimas High School's 4th Annual Homecoming Parade for consideration and approval of partial and full closures of certain streets to allow for the Homecoming Parade (to be held on Friday, October 14, 2011), subject to the following City Council approvals and conditions:

1. Consider the San Dimas High School Homecoming Parade event be added in the future to Resolution No. 10-64, "*Approving General Closures of Certain Streets for City-Sponsored or Other Special Events*".

2. The San Dimas High School Homecoming Parade to be subject to all conditions of approval as approved by the Special Event Permit Committee.

Respectfully submitted,

Krishna Patel
Director of Public Works

Enclosure (parade route)

09-11-21 kp/ra

San Dimas High School Homecoming Parade

0 190 380 760 Feet

N W E S

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of September 27, 2011

From: Blaine Michaelis, City Manager

Initiated by: Ina Rios, CMC, City Clerk

Subject: Tax Sharing Resolutions Approving and accepting negotiated Exchange of property tax revenues resulting from annexation to County Sanitation District No. 21 (Annexation No. 21-703)

SUMMARY

This action provides for the annexation into the County Sanitation District for sewer service of two existing single-family homes and one proposed single-family home on Puddingstone Drive. The acceptance of the exchange agreement and the annexation for sewer services are routine procedures.

RECOMMENDATION:

Adopt Tax Sharing Resolutions.

4.j

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

STEPHEN R. MAGUIN
Chief Engineer and General Manager

September 16, 2011

General Annexation File

Ms. Ina Rios, City Clerk
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

Dear Ms. Rios:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into County Sanitation District No. 21 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.	Type of Project
21-703	two existing single-family homes and one proposed single-family home

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as

Recycled Paper

required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,

Stephen R. Maguin

Donna J. Kitt
Customer Service Specialist
Facilities Planning Department

DK:eg

Enclosures: 21-703

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of San Dimas

San Dimas Lighting District-Zone B

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21.

"ANNEXATION NO. 703"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 21 entitled *Annexation No. 703;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 21 in the annexation entitled *Annexation No. 703* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2011, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 21 a total of 0.424326 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 703* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other taxing agencies to County Sanitation District No. 21 as a result of annexation entitled *Annexation No. 703.*

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that which is proper shall be refunded to the appropriate agency.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of San Dimas, San Dimas Lighting District-Zone B, and Three Valleys Municipal Water District, signatory hereto.

CITY OF SAN DIMAS

_____

SIGNATURE

_____

PRINT NAME AND TITLE

ATTEST:

_____ _____

Secretary Date

(SIGNED IN COUNTERPART)

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of San Dimas

San Dimas Lighting District-Zone B

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21.

"ANNEXATION NO. 703"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 21 entitled *Annexation No. 703;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of San Dimas, San Dimas Lighting District-Zone B, and Three Valleys Municipal Water District, signatory hereto.

SAN DIMAS LIGHTING DISTRICT-ZONE B

_____
SIGNATURE

_____
PRINT NAME AND TITLE

ATTEST:

_____
Secretary

_____
Date

(SIGNED IN COUNTERPART)

FISCAL YEAR 2008-2009

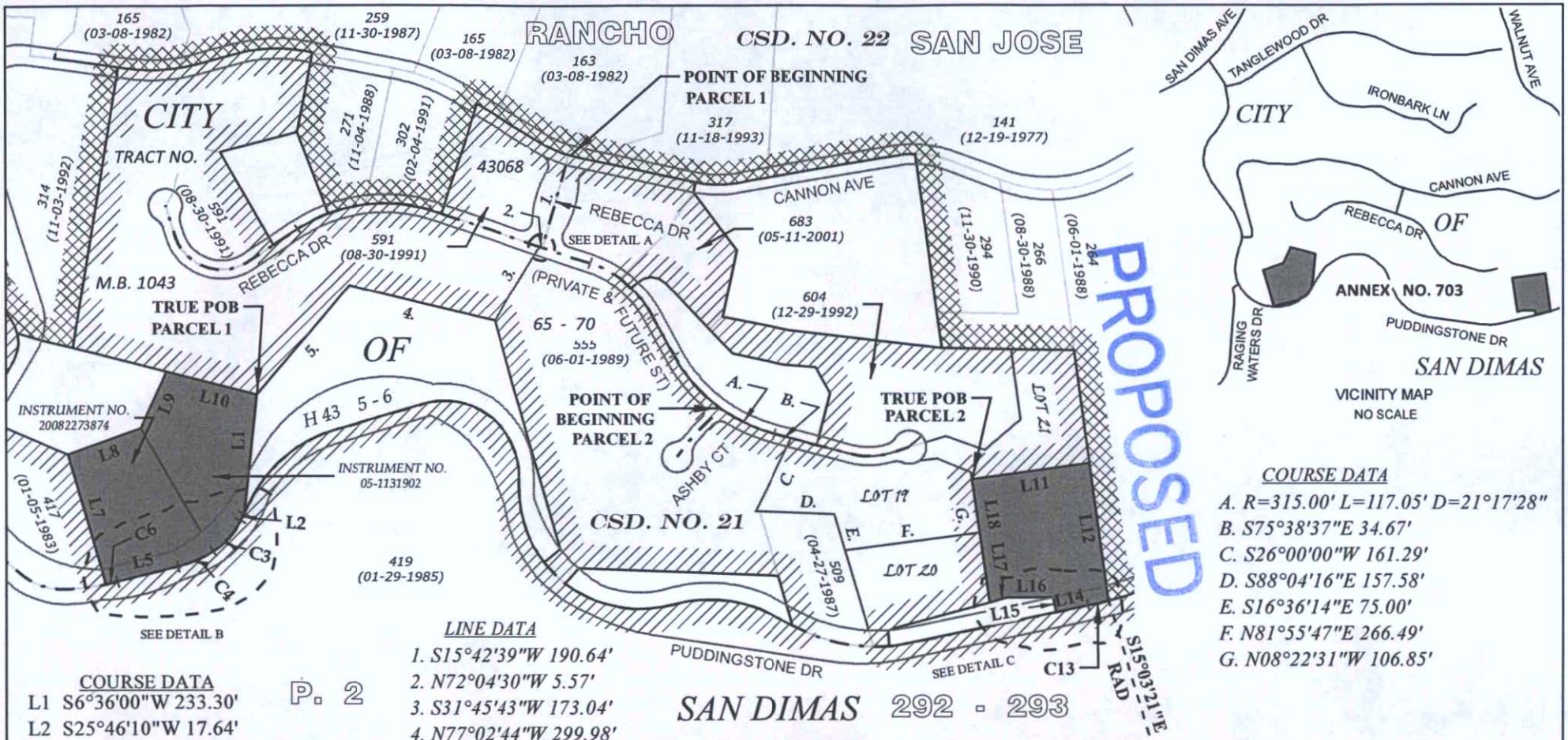
ANNEXATION TO: CO.SANITATION DIST.NO 21 DEBT S.
ACCOUNT NUMBER: 066.80
TRA: 05087
EFFECTIVE DATE: 07/01/2010
ANNEXATION NUMBER: 703 PROJECT NAME: A-21-703

DISTRICT SHARE: 0.007440627

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.285274472	28.5284 %	0.007440627	0.002122631	-0.002172176	0.283102296
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000106801	0.0106 %	0.007440627	0.000000794	0.000000000	0.000106801
003.01	L A COUNTY LIBRARY	0.021500237	2.1500 %	0.007440627	0.000159975	-0.000159975	0.021340262
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.164144242	16.4144 %	0.007440627	0.001221336	-0.001221336	0.162922906
007.31	L A C FIRE-FFW	0.006552083	0.6552 %	0.007440627	0.000048751	0.000000000	0.006552083
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001563661	0.1563 %	0.007440627	0.000011634	-0.000011634	0.001552027
030.70	LA CO FLOOD CONTROL MAINT	0.008848881	0.8848 %	0.007440627	0.000065841	-0.000065841	0.008783040
241.01	CITY-SAN DIMAS TD #1	0.070380261	7.0380 %	0.007440627	0.000523673	-0.000523673	0.069856588
241.62	CITY-SAN DIMAS LT DIST ZN B	0.007993671	0.7993 %	0.007440627	0.000059477	-0.000059477	0.007934194
365.05	THREE VALLEY MWD ORIG AREA	0.003917546	0.3917 %	0.007440627	0.000029148	-0.000029148	0.003888398
400.00	EDUCATIONAL REV AUGMENTATION FD	0.072845328	7.2845 %	0.007440627	0.000542014	EXEMPT	0.072845328
400.01	EDUCATIONAL AUG FD IMPOUND	0.155376505	15.5376 %	0.007440627	0.001156098	EXEMPT	0.155376505
400.15	COUNTY SCHOOL SERVICES	0.001323927	0.1323 %	0.007440627	0.000009850	EXEMPT	0.001323927
400.21	CHILDREN'S INSTIL TUITION FUND	0.002627569	0.2627 %	0.007440627	0.000019550	EXEMPT	0.002627569
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.028358502	2.8358 %	0.007440627	0.000211005	EXEMPT	0.028358502
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000273786	0.0273 %	0.007440627	0.000002037	EXEMPT	0.000273786
830.03	BONITA UNIFIED SCHOOL DISTRICT	0.161453265	16.1453 %	0.007440627	0.001201313	EXEMPT	0.161453265
830.06	CO.SCH.SERV.FD.- BONITA	0.006712330	0.6712 %	0.007440627	0.000049943	EXEMPT	0.006712330
830.07	DEV.CTR.HDCPD.MINOR-BONITA	0.000746933	0.0746 %	0.007440627	0.000005557	EXEMPT	0.000746933

ANNEXATION NUMBER: 703 PROJECT NAME: A-21-703 TRA: 05087

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
***066.80	CO.SANITATION DIST.NO 21 DEBT S.	0.000000000	0.0000 %	0.007440627	0.000000000	0.000000000	0.004243260
	TOTAL:	1.000000000	100.0000 %		0.007440627	-0.004243260	1.000000000



COURSE DATA

A. R=315.00' L=117.05' D=21°17'28"
B. S75°38'37"E 34.67'
C. S26°00'00"W 161.29'
D. S88°04'16"E 157.58'
E. S16°36'14"E 75.00'
F. N81°55'47"E 266.49'
G. N08°22'31"W 106.85'

LINE DATA

1. S15°42'39"W 190.64'
2. N72°04'30"W 5.57'
3. S31°45'43"W 173.04'
4. N77°02'44"W 299.98'
5. S39°49'02"W 281.88'

COURSE DATA

P. 2

L1 S6°36'00"W 233.30'
L2 S25°46'10"W 17.64'
C3 R=150.00' L=81.57' D=31°09'25"
C4 R=229.20' L=75.47' D= 18°52'00"
L5 S75°47'35"W 122.28'
C6 R=500.00' L=20.96' D= 02°28'05"
L7 N16°00'20"W 264.22';
L8 N69°54'40"E 150.00'
L9 N24°22'00"E 122.94'
L10 S75°52'00"E 182.27'
L11 N81°37'29"E 235.00'
L12 S8°22'31"E 278.69'
C13 R=579.64' L=35.43' D=03°30'08"
L14 S77°59'47"W 63.56'
L15 N12°00'13"W 30.00;
L16 S89°33'46"W 98.74'
L17 S74°12'46"W 36.91'
L18 N8°22'31"W 247.22'

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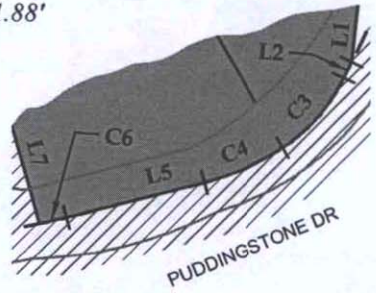
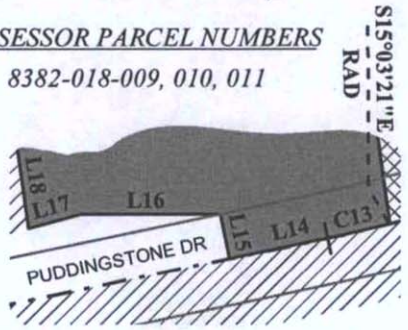
DETAIL A



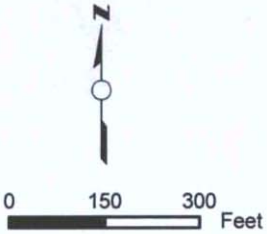
DETAIL B

ASSESSOR PARCEL NUMBERS

8382-018-009, 010, 011



DETAIL C



Annexation No. 703 shown thus

Boundary of Sanitation District No. 21 prior to Annexation No. 703 shown thus

Boundary of Sanitation District No. 22 prior to Annexation No. 703 shown thus

Prior Annexations shown thus — ANNEX. # (RECORDING DATE)

Area of Annexation — 3.714 Acres

COUNTY SANITATION DISTRICT NO. 21
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
STEPHEN R. MAGUIN
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 703
TO
COUNTY SANITATION DISTRICT NO. 21

Recorded:

AK 9/15/2011

TG: 600, C4

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of September 27, 2011

From: Blaine Michaelis, City Manager

Initiated by: Ina Rios, CMC, City Clerk

Subject: Tax Sharing Resolutions Approving and accepting negotiated Exchange of property tax revenues resulting from annexation to County Sanitation District No. 22 (Annexation No. 22-378)

SUMMARY

This action provides for the annexation into the County Sanitation District for sewer service of one existing single-family home on Cannon Avenue. The acceptance of the exchange agreement and the annexation for sewer services are routine procedures.

RECOMMENDATION:

Adopt Tax Sharing Resolutions.

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

STEPHEN R. MAGUIN
Chief Engineer and General Manager

September 19, 2011

General Annexation File

RECEIVED
SEP 22 2011
CITY OF SAN DIMAS
CITY CLERK

Ms. Ina Rios, City Clerk
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

Dear Ms. Rios:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into County Sanitation District No. 22 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.	Type of Project
22-378	one existing single-family home

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District.

DOC #2037242

Recycled Paper

Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,

Stephen R. Maguin

Donna J. Kitt
Customer Service Specialist
Facilities Planning Department

DK:eg

Enclosures: 22-378

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of San Dimas

San Dimas Lighting District-Zone B

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 22.

"ANNEXATION NO. 378"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 22 entitled *Annexation No. 378;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 22 in the annexation entitled *Annexation No. 378* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2011, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 22 a total of 0.4235918 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 378* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other taxing agencies to County Sanitation District No. 22 as a result of annexation entitled *Annexation No. 378.*

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that which is proper shall be refunded to the appropriate agency.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 22 of Los Angeles County, and the governing bodies of City of San Dimas, San Dimas Lighting District-Zone B, and Three Valleys Municipal Water District, signatory hereto.

CITY OF SAN DIMAS

_____

SIGNATURE

_____

PRINT NAME AND TITLE

ATTEST:

_____ _____

Secretary Date

(SIGNED IN COUNTERPART)

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of San Dimas

San Dimas Lighting District-Zone B

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 22.

"ANNEXATION NO. 378"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 22 entitled *Annexation No. 378;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 22 in the annexation entitled *Annexation No. 378* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2011, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 22 a total of 0.4235918 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 378* as shown on the attached Worksheet.

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 22 of Los Angeles County, and the governing bodies of City of San Dimas, San Dimas Lighting District-Zone B, and Three Valleys Municipal Water District, signatory hereto.

SAN DIMAS LIGHTING DISTRICT-ZONE B

_____

SIGNATURE

_____

PRINT NAME AND TITLE

ATTEST:

_____ _____

Secretary Date

(SIGNED IN COUNTERPART)

FISCAL YEAR 2008-2009

ANNEXATION TO: CO.SANITATION DIST.NO 22 DEBT S.
ACCOUNT NUMBER: 066.85
TRA: 05087
EFFECTIVE DATE: 07/01/2010
ANNEXATION NUMBER: 378 PROJECT NAME: A-22-378

DISTRICT SHARE: 0.008807170

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.285274472	28.5284 %	0.008807170	0.002512468	-0.002571113	0.282703359
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000106801	0.0106 %	0.008807170	0.000000940	0.000000000	0.000106801
003.01	L A COUNTY LIBRARY	0.021500237	2.1500 %	0.008807170	0.000189356	-0.000189356	0.021310881
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.164144242	16.4144 %	0.008807170	0.001445646	-0.001445646	0.162698596
007.31	L A C FIRE-FFW	0.006552083	0.6552 %	0.008807170	0.000057705	0.000000000	0.006552083
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001563661	0.1563 %	0.008807170	0.000013771	-0.000013771	0.001549890
030.70	LA CO FLOOD CONTROL MAINT	0.008848881	0.8848 %	0.008807170	0.000077933	-0.000077933	0.008770948
241.01	CITY-SAN DIMAS TD #1	0.070380261	7.0380 %	0.008807170	0.000619850	-0.000619850	0.069760411
241.62	CITY-SAN DIMAS LT DIST ZN B	0.007993671	0.7993 %	0.008807170	0.000070401	-0.000070401	0.007923270
365.05	THREE VALLEY MWD ORIG AREA	0.003917546	0.3917 %	0.008807170	0.000034502	-0.000034502	0.003883044
400.00	EDUCATIONAL REV AUGMENTATION FD	0.072845328	7.2845 %	0.008807170	0.000641561	EXEMPT	0.072845328
400.01	EDUCATIONAL AUG FD IMPOUND	0.155376505	15.5376 %	0.008807170	0.001368427	EXEMPT	0.155376505
400.15	COUNTY SCHOOL SERVICES	0.001323927	0.1323 %	0.008807170	0.000011660	EXEMPT	0.001323927
400.21	CHILDREN'S INSTIL TUITION FUND	0.002627569	0.2627 %	0.008807170	0.000023141	EXEMPT	0.002627569
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.028358502	2.8358 %	0.008807170	0.000249758	EXEMPT	0.028358502
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000273786	0.0273 %	0.008807170	0.000002411	EXEMPT	0.000273786
830.03	BONITA UNIFIED SCHOOL DISTRICT	0.161453265	16.1453 %	0.008807170	0.001421946	EXEMPT	0.161453265
830.06	CO.SCH.SERV.FD.- BONITA	0.006712330	0.6712 %	0.008807170	0.000059116	EXEMPT	0.006712330
830.07	DEV.CTR.HDCPD.MINOR-BONITA	0.000746933	0.0746 %	0.008807170	0.000006578	EXEMPT	0.000746933

ANNEXATION NUMBER: 378 PROJECT NAME: A-22-378 TRA: 05087

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
***066.85	CO.SANITATION DIST.NO 22 DEBT S.	0.000000000	0.0000 %	0.008807170	0.000000000	0.000000000	0.005022572
	TOTAL:	1.000000000	100.0000 %		0.008807170	-0.005022572	1.000000000

RANCHO SAN JOSE CITY

CITY TR. 317 (11-18-1993) NO. 23339

M.B. 876, 95 - 98 141 (12-19-1977)

163 (03-08-1982)

RAD. S 15°42'39" W

R = 250.00'
L = 17.75'
D = 04°04'04"

R = 250.00'
L = 94.52
D = 21°39'47"

159.64'
N 79°58'48" E

TRUE POINT OF BEGINNING

C.S.D. 22

236.11'
S 78°21'25" E

CANNON AVE

L1

C2

REBECCA DR (PVT & FUT ST)

POINT OF BEGINNING

TR. NO. 1796

INST. NO. 572 AUG. 28, 1953 O.R.

305.00'
N 11°21'22" E

L5

INST. NO. 20091295033
APN 8382-018-007
POR. LOT 8

L3

P.M.B. 209, 35 - 37 266 (08-30-1988)

P.M. 16095,

TR. 683 (05-11-2001) 294 (11-30-1990)

REBECCA

M.B. 22, 38 - 39

70.88'
N 08°22'31" W

L4

(PVT AND FUT ST) DR

M.B. 1043, 555 (06-01-1989) C.S.D. 21

OF NO. LOT 23 604 (12-29-1992) 604 (12-29-1992) LOT 22 555 (06-01-1989) 43068

ASHBY CT

65 - 70

P. 2, 292 - 293

SAN DIMAS

ANNEX NO 378

REBECCA DR (PVT & FUT ST) CANNON AVE

REBECCA (PVT AND FUT ST) DR

OF

SAN DIMAS

VICINITY MAP
NO SCALE

LINE DATA

L1	N 79°58'48" E	148.84'	
C2	R = 200.00'	L = 33.70'	D = 09°39'11"
L3	S 08°22'31" E	385.97'	
L4	N 83°46'06" W	302.38'	
L5	N 11°21'22" E	326.48'	

PROPOSED

N

0 75 150 Feet

Annexation No. 378 shown thus

Boundary of Sanitation District No. 22 prior to Annexation No. 378 shown thus

Boundary of Sanitation District No. 22 prior to Annexation No. 378 shown thus

Prior Annexations shown thus — ANNEX. NO. (RECORDING DATE)

Area of Annexation — 1.942 Acres

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COUNTY SANITATION DISTRICT NO. 22
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
STEPHEN R. MAGUIN
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 378
TO
COUNTY SANITATION DISTRICT NO. 22
Recorded:

EAO/SEPTEMBER 15, 2011

T.G. 600, C4

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of September 27, 2011

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Agreement with the University of La Verne for the Management of the City's Government and Education Access Channel.

BACKGROUND

In 2006 the California State Legislature adopted the Digital Infrastructure and Video Competition Act (DIVCA) that allowed a cable provider to obtain a state franchise agreement in lieu of an individual local franchise. DIVCA eliminated all cable provider obligations that were a historic requirement of local franchises including support for public access. They were still required to provide channels within their line-up for public access but not management or support for the channels.

Time Warner was granted a state franchise effective January 1, 2009 which as described above released them from there obligation to provide management of the City's public access channel. To continue to provide the channel the City was faced with the need to find an alternative way to continue its operation. The City considered various options to continue with an (EG) education and government channel and chose to contract with the University of La Verne (ULV) for the management and operation of the channel. ULV was already providing services for the City of La Verne public access station and had a studio, offices and equipment already in place.

ULV took over the management of the channel in January 2009 under a one year Agreement. The Agreement was renewed in 2010 and was also extended to coincide with the City's fiscal year, with it expiring June 30, 2011. In June 2011 the City Council approved a three month extension of the Agreement through September 31, 2011.

From the beginning of the City taking over the channel from Time Warner there have been many challenges. The most significant has been Time Warner's inability to provide the necessary live feed from the ULV studio. Alternative arrangements were made to provide the live feed and play out from City Hall,

5.a

however, this prohibited the use of the studio at ULV for live shows, required ULV staff to travel to City Hall to program play outs and update the bulletin board and does not allow them to monitor the output of the channel at their studio. There have been additional challenges this past year and a half with the temporary relocation of the Council Chambers and play out equipment to the Senior Center and now with the move back to City Hall and adjusting to the new equipment.

In June Staff recommended a three month extension to the Agreement to allow for some more time to work with the KWST staff to address some of the technical, equipment and operational issues that we had experienced. We were also awaiting receipt of new play out equipment that would hopefully resolve some of the issues as well as provide new features to the channel. Over the past three months there has been progress made in addressing many of the technical and operational issues. The new play out equipment has been installed however, not all of its features have been able to be made functional for various reasons. Some other existing older equipment has needed to be replaced as well as the need to purchase additional equipment to upgrade the broadcasts of the "Ask the Mayor" program. There have also been some attempts to provide a direct broadcast feed to the ULV studio to allow monitoring of the channel.

Since not all of the technical and operational issues have been resolved and the new equipment is not fully implemented, both City and ULV staffs agree that instead of recommending a longer term Agreement, an additional short term extension is appropriate. The proposal is for an additional three month extension at the existing pro-rated rate of $6,746 per month.

Over the next three months both staffs will work towards resolving some of the outstanding issues which include providing a direct feed to the ULV studio to allow them to monitor the broadcast and trouble shoot problems that arise and implement the enhanced features of the new play out system to include a video on demand library and live internet streaming of City Council meetings.

RECOMMENDATION

Staff recommends that the City Council authorize the execution of an amendment to the existing Agreement with the City of La Verne to allow for an additional 3 month extension of the term, expiring December 31, 2011 and authorize the City Manager to execute such amendment.

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of September 27, 2011

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Request from Christ Church of the Valley for street closure of Covina Blvd. on October 31, 2011 from 1:00 p.m. to 10:00 p.m.

SUMMARY

Christ Church of the Valley has submitted a request to close a portion of Covina Blvd. on October 31, 2011 between the hours of 1:00 p.m. to 10:00 p.m. to conduct a Halloween event at their location.

BACKGROUND

Christ Church of the Valley, 1404 W. Covina Blvd., has submitted an application to close a portion of Covina Blvd. to accommodate a Halloween event that they are proposing to conduct at their location. The street closure as described in their application and site plan would be on Covina Blvd. from Valley Center to Kimberly Ave. between the hours of 1:00 p.m. to 10:00 p.m. on October 31st. The entire event is scheduled to occur on October 30th and 31st however, the request for the street closure only applies to October 31st. In addition, the entire event will still need to be reviewed by staff and require a special event permit including operating conditions. However, the request for the street closure requires City Council approval.

The applicant has submitted that the Church has conducted this event for the past couple of years as a community event that provides an alternate to trick or treating on Halloween. They have expressed that the event has grown in size and popularity to the point that they have outgrown containing the event on their property and thus they are requesting the street closure.

5.b

In 2004 the applicant submitted a request, and was granted approval, of a street closure of the same location for a car show event. That closure was for a Sunday between the hours of 12 noon and 3:00 p.m.

If approved by City Council, the applicant would need to provide a traffic control plan indicating the closure and detour plan to be approved by the Traffic Safety Committee. There was a previous traffic control plan approved for the 2004 closure, however, Department of Transportation standards have changed since then so an updated plan will be required.

Since there have been previous parking issues expressed by neighbors of the Church, staff sent notices of this item to adjacent properties to the Church.

RECOMMENDATION

Consideration of the request for the street closure is the pleasure of the Council. If approved by Council a traffic control plan will need to be submitted and reviewed by the Traffic Safety Committee. In addition, the overall event will require a Special Event Permit with imposed conditions.

Date of Application: 8/29/11

CITY OF SAN DIMAS
APPLICATION FOR PARADE OR SPECIAL EVENT PERMIT
S.D. Municipal Code Ch. 12.16 Sec. 12.16.010-30

Name of Organization: Christ's Church Of the Valley

President: Jeff Vines Home Phone: —

Business Phone: —

Address: 1404 W. Covina Blvd. City: San Dimas

Chairman: Greg Linzay ~~Home~~ Cel Phone: (626) 786-6002

Business Phone: (909) 592-2282 x137

Address: 1404 W. Covina Blvd. City: San Dimas

Parade/Special Event For: Halloween (Trunk or Treat)

Date(s): October 31, 2011 Hours: 1-10 PM Day of Week: Monday

* Event is Oct 30-31st but street closure is only for Oct 31st.

Parade/Special Event Route: **(Draw map of route and attach to application)**

Beginning Place: Covina Blvd @ Valley Center

Disbanding Place: Covina Blvd @ Kimberly Ave

Purpose of Parade/Special Event: To provide a safe alternative to door to door trick or treating. This is an event offered as a service to our community.

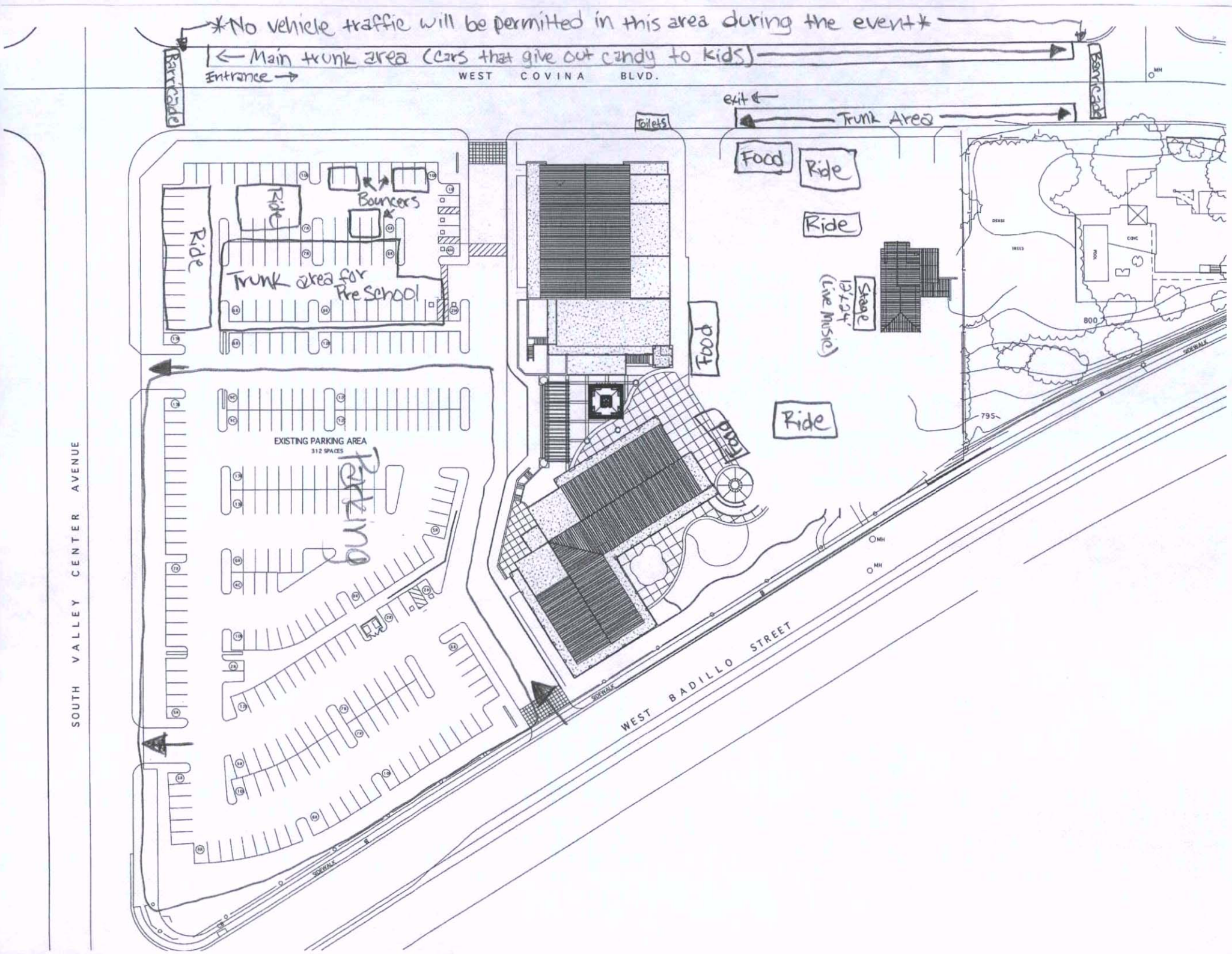
Applicant shall arrange for the following: street barricades, street sweeper, general clean-up, Public Works Department notified, insurance*, signed neighborhood petition.

Any organization using City property, including streets and sidewalks, must have on file prior to the event:

- A copy of the ***liability insurance** policy showing coverage for personal injury or death, property damage, coverage for loss or breakage of glasses, hearing aids, etc. The organization and **City shall be named as co-insured.**
- Signed petition approving the event by affected neighbors.

RECEIVED
SEP 1 2011
CITY OF SAN DIMAS
ADMINISTRATION

Modified 9/08/09


No vehicle traffic will be permitted in this area during the event
← Main trunk area (cars that give out candy to kids) →
Entrance →
WEST COVINA BLVD.
Barricade
Barricade
exit ←
Trunk Area
Toilets
Food
Ride
Ride
Ride
Ride
Bouncers
Trunk area for Pre School
Stage 12'x24' (Live Music)
Food
Ride
Food
EXISTING PARKING AREA
312 SPACES
Parking
SOUTH VALLEY CENTER AVENUE
WEST BADILLO STREET
SIDEWALK
SIDEWALK
SIDEWALK
MH
MH
MH
800
795

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of September 27, 2011

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adoption of a Resolution approving a Remittance Agreement between the City and Redevelopment Agency for the reimbursement of funds necessary to make the Redevelopment Agency continuation payment.

SUMMARY

State legislation AB 1X 27 allows for the City to make specified payments to the State to allow for the continuation of the Redevelopment Agency. AB 1X 27 also allows for the Redevelopment Agency to reimburse the City for those payments. The proposed Reimbursement Agreement allows for that reimbursement from the Agency to the City. The Agreement also sets forth the Agency's intention to forgo making its 20% Housing Set-Aside payment this year and using those funds for a portion of the payment.

BACKGROUND

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed Assembly Bills 1X 26 and 1X 27 requiring that each redevelopment agency be dissolved unless the City that created it enacts an ordinance committing it to making certain payments. On August 23, 2011, the City Council adopted Ordinance No. 1206 to effect the City's participation in the "Alternative Voluntary Redevelopment Program," established pursuant to AB 1X 27, and thereby prevent the dissolution of the Agency and enable the continuance of the Agency and its operations and programs. The Alternative Voluntary Redevelopment Program requires the City to make certain remittance payments each fiscal year to the county auditor-controller to benefit schools and certain special districts. AB 1X 27, authorizes the City to enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required each year

5.C

pursuant to the Alternative Voluntary Redevelopment Program. The amount necessary to make the payment is $1,753,485 for FY11-12 and estimated to be $425,746 in FY12-13.

AB 1X 27 provides that an Agency shall be exempt from making the full allocation required to the Agency's Low and Moderate Income Housing Fund upon the Agency making a finding that there are insufficient other moneys available to meet its current debt and the continuation payment. Section M of the Remittance Agreement specifies that the Agency has made the finding that no other funds are available and that it intends to forgo making the Housing Fund allocation this year and utilize those funds to reimburse the City for the continuation payment. The exemption from making the payment to the Housing Fund is only available for FY11-12 and not for subsequent years. The following table illustrates the projected tax increment revenue expected in FY11-12 and the existing debt obligations.

FY 11-12 RDA REVENUE AND DEBT OBLIGATIONS

	Creative Growth	Rancho	Total
ESTIMATED TAX INCREMENT	$6,819,000	$212,000	$7,031,000
DEBT OBLIGATIONS			
Loan & Bond Payments	$2,407,333	$64,015	$2,471,348
Pass Thru Obligations	$1,826,000	$98,300	$1,924,300
DDA & OPA Obligations	$425,000	$0	$425,000
Prior Project Obligations	$10,025	$0	$10,025
Admin. & Operating Expense	$302,112	$31,578	$333,690
Assigned Negative Fund Balance	$88,667	$225,312	$313,979
Low & Moderate Housing Obligation	$1,363,800	$42,400	$1,406,200
TOTAL OBLIGATIONS	$6,422,937	$461,605	$6,884,542
NET FUNDS AVAILABLE AFTER OBLIGATIONS	$396,063	($249,605)	$146,458

As is illustrated in the above table, the net funds available in FY11-12 after meeting debt obligations for the combined two project areas is $146,458. Therefore, the Agency does not have the funds available to make the $1,753,485 continuation payment without utilizing the 20% housing tax increment funds.

The proposed Remittance Agreement between the City and Agency is consistent with Health and Safety Code Section 34194.2 and is being presented to the City Council and Agency Board for consideration.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 2011-49 approving the Remittance Agreement between the City and Redevelopment Agency for the reimbursement of funds necessary to make the Redevelopment Agency continuation payment to the state.

RESOLUTION NO. 2011-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A REMITTANCE AGREEMENT BY AND BETWEEN THE CITY OF SAN DIMAS AND THE SAN DIMAS REDEVELOPMENT AGENCY, PURSUANT TO THE AUTHORITY SET FORTH IN HEALTH AND SAFETY CODE SECTION 34194.2 (AB 1X 27)

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bills 1X 26 and 1X 27 ("AB 1X 26" and "AB 1X 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, on August 23, 2011, the City Council of the City of San Dimas adopted Ordinance No. 1206, as a regular ordinance, to effect the City's participation in the "Alternative Voluntary Redevelopment Program," established pursuant to AB 1X 27, and thereby prevent the dissolution of the Agency and enable the continuance of the Agency and its operations and programs; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires the City to make certain remittance payments each fiscal year to the county auditor-controller to benefit schools and certain special districts; and

WHEREAS, Health and Safety Code Section 34194.2, a section within AB 1X 27, authorizes the City to enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required each year pursuant to the Alternative Voluntary Redevelopment Program, as set forth in Chapter 3 of Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, a Remittance Agreement between the City and Agency, consistent with Health and Safety Code Section 34194.2, has been prepared and presented to the City Council and Agency Board for consideration; and

WHEREAS, as of the date hereof, the California Supreme Court has exercised original jurisdiction in *California Redevelopment Association, et al., Petitioners v. Ana Matosantos, et al., Respondents*, Case No. S194861, a lawsuit challenging the constitutionality and validity of ABX1 26 and ABX1 27, the Court issued a partial stay on the enforcement of ABX1 26 and ABX1 27, and the Court has indicated its intent to issue a ruling in the case in January 2012; and

WHEREAS, in light of the stay issued by the Court, the approval of the Agreement is subject to the condition subsequent that the Court upholds the constitutionality and validity of both ABX1 26 and ABX1 27 which would then implement the City's remittance payment obligation under ABX1 27, as described in the Recitals to the Agreement, and require the payments by the Agency to the City as provided in the Agreement and subject to the terms of this Agreement; and

WHEREAS, as set forth in Sections 5 and 15 of the Agreement, if the California Supreme Court, or any other court, determines that either ABX1 26 or ABX1 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, the Agreement shall automatically, and without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative, be terminated and of no further force and effect;

NOW, THEREFORE, the City Council of the City of San Dimas resolves as follows:

Section 1. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. The Remittance Agreement, in the form presented concurrently with this Resolution, on file with the City Clerk, is hereby approved. The Mayor is authorized and directed to sign the Remittance Agreement on behalf of the City.

Section 3. The City Manager and his authorized designees are authorized and directed to take such other and further actions, and to sign such other and further documents and instruments, as may be necessary to implement and effect this Resolution and the Remittance Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2011.

_____

Mayor

REMITTANCE AGREEMENT

(CALIFORNIA HEALTH AND SAFETY CODE SECTION 34194.2)

This **REMITTANCE AGREEMENT** ("Agreement") is entered into this 27th day of September, 2011, by and between the **CITY OF SAN DIMAS**, a municipal corporation (the "City"), and the **SAN DIMAS REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency"). The City and the Agency (collectively, the "Parties" and individually, a "Party") enter into this Agreement with reference to the following:

RECITALS

A. By previous action duly and regularly taken, the City Council of the City of San Dimas ("City Council" or "City" as appropriate) approved and adopted the Redevelopment Plan for the Creative Growth Redevelopment Project Area, as amended from time to time, and approved and adopted the Redevelopment Plan for the Rancho San Dimas Redevelopment Project Area, as amended from time to time (collectively, the "Redevelopment Plans" and "Project Areas").

B. The San Dimas Redevelopment Agency ("Agency") is engaged in activities to execute and implement the Redevelopment Plans pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL").

C. Since adoption of the Redevelopment Plans, the Agency has undertaken redevelopment projects in the Project Areas to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into agreements with private parties to create jobs and expand the local economy.

D. Over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the economic growth of the Project Areas, create and develop local job opportunities, alleviate deficiencies in public infrastructure, and expand the opportunities for affordable housing, to name a few.

E. As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bills 26 and 27 ("AB 1X 26" and "AB 1X 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments.

F. Specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011.

G AB 1X 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code ("Part 1.9").

H. The Alternative Voluntary Redevelopment Program requires that the City agree by ordinance to remit specified annual amounts to the County Auditor-Controller of the County of Los Angeles ("County Auditor").

I. City adopted Ordinance No. 1206 thereby enabling the City and Agency to participate in the "Alternative Voluntary Redevelopment Program" pursuant to Part 1.9 of Division 24 of the Health and Safety Code ("Part 1.9").

J. Pursuant to Health and Safety Code Section 34194.1, in making remittances to the County Auditor pursuant to Health and Safety Code Sections 34194 or 34194.5, the City may use any available funds not otherwise obligated for other uses.

K. Pursuant to Health and Safety Code Section 34194.2 ("Section 34194.2"), the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required that year pursuant to Chapter 3 of Part 1.9.

L. The purpose of this Agreement is to provide for the transfer of funds by the Agency to the City pursuant to the authorization in Section 34194.2, with said transfer of funds to be in an amount not to exceed the annual amount that is sufficient for the City, directly or indirectly, to make the remittances required by Chapter 3 of Part 1.9 for the applicable fiscal year.

M. Pursuant to Health and Safety Code Section 34194.3, for Fiscal Year 2011-12, the Agency, by complying with the provisions of Part 1.9, shall be exempt from making the full allocation required to the Agency's Low and Moderate Income Housing Fund required pursuant to Health and Safety Code Sections 33334.2, 33334.4 and 33334.6 ("Housing Fund") upon the Agency making the finding that there are insufficient other moneys available to meet its debt and other obligations, current priority program needs, or its obligations under Section 34194.2. In accordance with Section 34194.3, the Agency hereby finds and determines that the full allocation of the Agency's Housing Funds for Fiscal Year 2011-12 (the "FY 2011-12 Housing Fund Tax Increment Funds") cannot occur because the Agency has insufficient other moneys available to meet its debt and other obligations, current priority program needs, and its remittance payment obligations under Section 34194.2. The Agency makes these findings and determinations based on the facts set forth in the Staff Report provided to the Agency concurrent with consideration of this Agreement.

N. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas.

O. City understands and believes that an action or actions challenging the validity of AB 1X 26 and AB 1X 27 has or have been, or additional actions may be, filed on behalf of cities, counties, and redevelopment agencies. While the City intends to make the remittances as provided for in AB 1X 27 and pursuant to this Agreement, the remittances shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination by a court of competent jurisdiction that AB 1X 26 or

AB 1X 27, or both, are unconstitutional or otherwise unlawful. The City reserves the right, regardless of any remittance made pursuant to this Agreement, to challenge the legality of AB 1X 26 or AB 1X 27, or both.

P. To the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay. Moreover, to the extent that a court of competent jurisdiction determines that either AB 1X 26 or AB 1X 27, or both, are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall automatically be deemed null and void and of no further force and effect, as set forth herein.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated herein by this reference and are an integral part of this Agreement, the Parties mutually agree as follows:

1. Definitions. For purposes of this Agreement, "Available Agency Funds" shall mean, collectively, (a) any and all funds received and held by Agency not otherwise restricted or dedicated for a particular use, project, or program ("Unrestricted Agency Funds"), (b) the FY 2011-12 Housing Fund Tax Increment Funds, and (c) Net Available Tax Increment Funds. For purposes of this Agreement, "Net Available Tax Increment Funds" means any and all tax increment funds allocated to the Agency pursuant to Article XVI, Section 16 of the California Constitution and Health and Safety Code Section 33670 ("tax increment"), less the following: (i) tax increment funds committed to existing debt service payments and any interest payment thereon, (ii) tax increment funds for existing third-party contractual payment obligations, (iii) tax increment funds for statutory or contractual "pass-through" payment obligations to any taxing entities that have not been remitted to a taxing entity before the Agency's receipt of the amount of tax increment funds that otherwise must be remitted to the taxing entity, and (iv) tax increment funds on deposit in the Agency's Housing Fund (except FY 2011-12 Housing Fund Tax Increment Funds).

2. Agency Obligation to Transfer Funds to City; Determination of Remittance Payment Amounts. The Agency shall transfer to the City in a timely manner, from Available Agency Funds, amounts sufficient for the City to make the remittance payments required by Part 1.9. The amounts of the remittance payments for each fiscal year shall be determined pursuant to Part 1.9, including Health and Safety Code Section 34194 ("Section 34194"). In the event that the City disputes the State Director of Finance's determination of the City's remittance payment amount for Fiscal Year 2011-12, as determined pursuant to Section 34194, the City reserves the right to appeal to the State Director of Finance pursuant to Section 34194. The City's remittance payment amount for Fiscal Year 2011-12 shall be the final remittance payment amount determined after any applicable appeal to the State Director of Finance, and each remittance payment amount for fiscal years after Fiscal Year 2011-12 shall be based upon the final remittance payment amount for Fiscal Year 2011-12, as determined after any applicable appeal to the State Director of Finance, as adjusted pursuant to Section 34194.

3. City Obligation to Transfer Remittance Payment Amounts to County Auditor; Limited Obligation of City; No Commitment of Funds from City General Fund. Subject to the receipt of sufficient Available Agency Funds from the Agency, the City shall, pursuant to Part 1.9, timely remit to the County Auditor the remittance payment amounts as determined pursuant to this Agreement. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from payments received from the Agency pursuant to this Agreement. Nothing contained in this Agreement shall be deemed to be or is a pledge or commitment of the City's general fund revenues or other City assets to make the remittance payments as provided for in Part 1.9, and any remittance payments shall be solely from payments received from the Agency pursuant to this Agreement.

4. Termination of Agreement Upon Termination of City's Participation in Alternative Voluntary Redevelopment Program; Self-Executing. In the event that the City does not make a remittance as required by Part 1.9 and the State Director of Finance makes the determination described in Health and Safety Code Section 34194(d)(2) or 34194.5 that the Agency shall be subject to Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code, this Agreement shall be terminated, and of no further force and effect, without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative. It is the intent of the City and Agency by agreeing to the terms and conditions of this Section 4 that, upon the termination of the City's and Agency's participation in the Alternative Voluntary Redevelopment Program, no payments from the Agency to the City pursuant to this Agreement shall be assigned to the State as contemplated by Health and Safety Code Sections 34193.2 and 34195(b).

5. Reservation of Rights; Payments Under Protest; Termination of Agreement If AB 1X 26 and/or 27 Ruled Unlawful; Self-Executing. The City and Agency reserve any and all rights to challenge the legality of AB 1X 26 and AB 1X 27, and the City and Agency reserve any and all rights to benefit from any other legal challenge that determines AB 1X 26 or AB 1X 27, or both, are unlawful. All remittance payments made by the City pursuant to this Agreement shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon unless and until there is a final determination by a court of competent jurisdiction that AB 1X 26 and AB 1X 27 are constitutional and the remittance payments required therein are legally enforceable payment obligations of the City. For any action or actions challenging the validity of AB 1X 26 or AB 1X 27, or both, in the event that a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligations of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay, unless and until there is a final determination by a court of competent jurisdiction that AB 1X 26 and AB 1X 27 are constitutional and the remittance payments required therein are legally enforceable payment obligations of the City. For any action or actions challenging the validity of AB 1X 26 or AB 1X 27, or both, in the event that a court of competent jurisdiction determines that either AB 1X 26 or AB 1X 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall be terminated, and of no further force and effect, without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative.

6. Indebtedness of Agency Prior to October 1, 2011. The Agency's funding obligations in this Agreement are intended to and shall constitute an indebtedness of the Agency, incurred prior to October 1, 2011, within the meaning of Article XVI, Section 16 of the California Constitution and Health and Safety Code Sections 33670(b) and 34194(c)(2). The Agency shall include the total estimated indebtedness incurred by Agency pursuant to this Agreement on the Agency's annual statements of indebtedness that Agency is required to annually file pursuant to Health and Safety Code Section 33675 (or successor statute). The estimated total indebtedness incurred by the Agency pursuant to this Agreement is shown on **Exhibit "A"** attached hereto and incorporated herein by this reference. Any increase to the total estimated indebtedness that may occur after the Effective Date of this Agreement shall constitute indebtedness incurred prior to October 1, 2011.

7. Subordination. Agency's funding obligations hereunder shall be junior and subordinate to (i) all existing Agency tax allocation bonds or other direct long-term indebtedness of Agency secured and to be repaid by tax increment funds, (ii) all pledges by Agency of tax increments for tax allocation bonds or other direct long-term indebtedness of Agency secured and to be repaid by tax increment funds, (iii) other Agency financial agreements or other contractual obligations of Agency with any person or entity not a party to this Agreement, including but not limited to any and all tax sharing or so-called "pass-through" agreements entered into between Agency and any taxing entity; (iv) any contingent obligations of Agency; and (v) other financial agreements or other contractual obligations between the parties to this Agreement.

8. Non-Recourse Obligation. No officer, official, employee, agent, or representative of Agency or City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action herein shall be personally enforced against any such officer, official, employee, agent, or representative.

9. Indemnity. In contemplation of Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being a party to an agreement defined by Government Code Section 895, the Parties hereto, as between themselves, agree that the Agency shall indemnify, defend, and hold harmless the City for any loss, costs, or expenses that may be imposed upon the City by virtue of a third party prevailing in a legal challenge to the validity, enforceability, or administration of this Agreement. The provisions of Civil Code Section 2778 shall be applicable to this Agreement.

10. Entire Agreement and Full Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter of this Agreement.

11. Intended Parties; No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the City and the Agency, and their respective successors in interest; provided, however, that this Agreement shall be terminated in accordance with the terms and conditions set forth above in the event that the City or any other public agency becomes the "successor agency" to the Agency pursuant to Parts 1.8 and 1.85 of Division 24 of the Health

and Safety Code. The City and Agency expressly covenant that there shall be no third party beneficiaries under this Agreement.

12. Waiver. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representatives of the Parties.

13. Severability. Each provision of this Agreement shall be severable from the whole, and if any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall remain in full force and effect.

14. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original.

15. Acknowledgment of Litigation Challenging ABX1 26 and ABX1 27. As of the date of approval of this Agreement, the California Supreme Court has exercised original jurisdiction in *California Redevelopment Association, et al., Petitioners v. Ana Matosantos, et al., Respondents*, Case No. S194861, a lawsuit challenging the constitutionality and validity of ABX1 26 and ABX1 27. In conjunction with exercising original jurisdiction in that case, the Court issued a partial stay on the enforcement of ABX1 26 and ABX1 27 and the Court has indicated its intent to issue a ruling in the case in January 2012. As such, this Agreement is executed and entered subject to the condition subsequent that the Court upholds the constitutionality and validity of both ABX1 26 and ABX1 27 which would then implement the City's remittance payment obligation under ABX1 27, as described in the Recitals of this Agreement, and require the payments by the Agency to the City as provided in this Agreement and subject to the terms of this Agreement. As set forth in Section 5 of this Agreement, if the California Supreme Court, or any other court, determines that either ABX1 26 or ABX1 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall automatically, and without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative, be terminated and of no further force and effect.

[signatures on next page]

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

"CITY"

CITY OF SAN DIMAS, a California municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"AGENCY"

SAN DIMAS REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
Chair

APPROVED AS TO FORM:

_____
Agency Counsel

EXHIBIT "A"

ESTIMATED TOTAL INDEBTEDNESS PURSUANT TO THIS AGREEMENT

Fiscal Year 2011-12 - $1,753,485*

Fiscal Year 2012-13 - $415,746*

***Amounts are estimates pending appeals or final calculations from the State Department of Finance.**

MINUTES
SAN DIMAS REDEVELOPMENT AGENCY MEETING
TUESDAY, SEPTEMBER 13, 2011
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

PRESENT:
Chairman Curtis W. Morris
Vice Chairman Jeffrey W. Templeman
Mr. Emmett G. Badar
Mr. Denis Bertone
Mr. John Ebiner
Executive Director Blaine Michaelis
Agency Attorney Ken Brown
Secretary 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

CALL TO ORDER

Chairman Morris called the meeting of the San Dimas Redevelopment Agency Board of Directors to order at 9:31 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 speakers.

APPROVAL OF MINUTES

It was moved by Mr. Badar, seconded by Mr. Bertone, to approve the minutes of the August 23, 2011 meeting. The motion carried unanimously.

EXECUTIVE DIRECTOR

1) Status on current projects.

Mr. Duran reported that there has not been a ruling on AB 26 and 27. He stated that items related to the implementation of AB 26 and 27 will be brought to the next meeting for the Agency to adopt.

MEMBERS OF THE AGENCY

There were no comments.

ADJOURNMENT

Mayor Morris adjourned the meeting at 9:32 p.m.

Respectfully submitted,

_____
Ina Rios, Secretary

6.b

Agenda Item Staff Report

DATE: September 27, 2011

TO: Chairman and Board members

FROM: Blaine Michaelis, Executive Director

INITIATED: Ken Duran, Deputy Executive Director

SUBJECT: Adoption of Agency "Draft" Recognized Obligation Payment Schedule

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SUMMARY

AB 1x 26 requires that all Redevelopment Agencies adopt a schedule of Recognized Obligation Payments prior to September 30, 2011. Staff recommends the Agency adopt the "draft" schedule.

Background

As the Agency Board is aware, AB 1x 26 is the legislation that would eliminate Redevelopment Agencies. The CRA and League of California Cities have filed a lawsuit challenging the constitutionality of the legislation and the State Supreme Court has issued a "stay" on the implementation of certain sections of the legislation. The Court's modified "stay" order required all agencies to adopt and send an Enforceable Obligations Payment Schedule (EOPS) to the DOF by August 29. The Agency adopted our schedule on August 23, 2011. The next required action not stayed by the Court's order is a "draft" Recognized Obligation Payment Schedule (ROPS), which is due by September 30. The ROPS must list the minimum amounts that must be paid by the successor agency over a six month period to fulfill its enforceable obligations during that period, covering the period from January 1, 2012 to June 30th, 2012. The schedule must also identify a source of payment for each recognized obligation. In our case the source of revenue is either from the Redevelopment Property Tax Trust Fund (formerly tax increment) or the Housing Set-Aside.

6.C.1

The schedule lists all of the payment obligations of the Agency based upon commitments prior to the legislation being adopted. Examples of obligations include bond debt, loan debt, payments required in development agreements, existing contracts for work or services, payroll and rent under agreement and pass thru obligations. Under AB 26 the Agency is not allowed to make any payment unless it is identified on the ROPS.

The attached ROPS represents all of the expense obligations of the Agency for FY 2011-12. The expenditures are essentially the same as identified in the EOPS, the only difference is the report is carried out through June 30, 2012 and a category has been added to identify the specific funding source. After the Agency adopts the report we are required to post it on the City's website and send copies to the county auditor-controller, state controller and state department of finance.

Recommendation

Staff recommends that the Agency Board adopt the "Draft" Recognized Obligation Payment Schedule.

"DRAFT" RECOGNIZED OBLIGATION PAYMENT SCHEDULE

During Year	Source of Payment	July	Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1,938.00	RPTF*			61,813.00										$ 61,813.00
,250.00	RPTF*			526,750.00										$ 526,750.00
0,509.00	Housing Fund			200,509.00										$ 200,509.00
7,338.00	RPTF*			647,338.00										$ 647,338.00
,178.00	RPTF*			546,178.00										$ 546,178.00
4,015.00	RPTF*			64,015.00										$ 64,015.00
2,470.00	RPTF*			132,470.00										$ 132,470.00
7,110.00	RPTF*													$ -
4,398.00	RPTF*			224,398.00										$ 224,398.00
4,497.00	Housing Fund			414,497.00										$ 414,497.00
1,578.00	Housing Fund			31,578.00										$ 31,578.00
20000*	RPTF*		1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	$ 18,700.00
6,250.00	RPTF*				10,000.00		6,250.00							$ 16,250.00
7,400.00	RPTF*				7,400.00									$ 7,400.00
,900.00	RPTF*		300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	$ 3,300.00
,000.00	Housing Fund							2,684,000.00						$ 2,684,000.00
,505.00	RPTF*						14,505.00							$ 14,505.00
0,000.00	RPTF*		4,700.00	900.00	0.00	4,500.00	0.00	0.00	9,900.00	0.00	0.00	10,000.00	0.00	$ 30,000.00
1,402.00	RPTF*			1,402.00										$ 1,402.00
0,000.00	RPTF*	50,000.00												$ 50,000.00
5,000.00	RPTF*		86,560.00			85,000.00			85,000.00			118,440.00		$ 375,000.00
5,000.00	RPTF*			45,000.00										$ 45,000.00
1,500.00	RPTF*						11,500.00							$ 11,500.00
7,370.00	Housing Fund	7,370.00												$ 7,370.00
5,619.00	Housing Fund		4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	4,634.92	$ 50,984.12
0,000.00	Housing Fund		3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00	$ 36,300.00
7,052.00	Housing Fund	7,052.00												$ 7,052.00
,279.00		$ 64,422.00	$ 101,194.92	$ 2,906,782.92	$ 27,334.92	$ 99,434.92	$ 42,189.92	$ 2,693,934.92	$ 104,834.92	$ 9,934.92	$ 9,934.92	$ 138,374.92	$ 9,934.92	$ 6,208,309.12
2,423.90		$ -	$ -	$ -	$ -	$ 272,423.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 272,423.90
-			$ -	$ -	$ -	$ -	$ -							$ -
-			$ -	$ -	$ -	$ -	$ -							$ -
-			$ -	$ -	$ -	$ -	$ -							$ -
,702.90		$ 64,422.00	$ 101,194.92	$ 2,906,782.92	$ 27,334.92	$ 371,858.82	$ 42,189.92	$ 2,693,934.92	$ 104,834.92	$ 9,934.92	$ 9,934.92	$ 138,374.92	$ 9,934.92	$ 6,480,733.02

AFT" RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

ue During l Year	Source of Payment	July	Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
						Payments by month								
14,106.32	RPTF*					14,106.32								$ 14,106.32
84,836.42	RPTF*					84,836.42								$ 84,836.42
1,297.95	RPTF*					1,297.95								$ 1,297.95
7,346.76	RPTF*					7,346.76								$ 7,346.76
11,505.76	RPTF*					11,505.76								$ 11,505.76
3,246.88	RPTF*					3,246.88								$ 3,246.88
3,907.47	RPTF*					3,907.47								$ 3,907.47
958.35	RPTF*					958.35								$ 958.35
1,901.85	RPTF*					1,901.85								$ 1,901.85
285.30	RPTF*					285.30								$ 285.30
7.44	RPTF*					7.44								$ 7.44
20,178.49	RPTF*					20,178.49								$ 20,178.49
194.70	RPTF*					194.70								$ 194.70
14,881.83	RPTF*					114,881.83								$ 114,881.83
4,776.12	RPTF*					4,776.12								$ 4,776.12
531.41	RPTF*					531.41								$ 531.41
2,349.92	RPTF*					2,349.92								$ 2,349.92
99.89	RPTF*					99.89								$ 99.89
11.04	RPTF*					11.04								$ 11.04
272,423.90		$ -	$ -	$ -	$ -	$ 272,423.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 272,423.90

Agenda Item Staff Report

TO: Chairman and Board members
For the Meeting of September 27, 2011

FROM: Blaine Michaelis, Executive Director

INITIATED BY: Ken Duran, Deputy Executive Director

SUBJECT: Adoption of a Resolution approving a Remittance Agreement between the City and Redevelopment Agency for the reimbursement of funds necessary to make the Redevelopment Agency continuation payment.

SUMMARY

State legislation AB 1X 27 allows for the City to make specified payments to the State to allow for the continuation of the Redevelopment Agency. AB 1X 27 also allows for the Redevelopment Agency to reimburse the City for those payments. The proposed Reimbursement Agreement allows for that reimbursement from the Agency to the City. The Agreement also sets forth the Agency's intention to forgo making its 20% Housing Set-Aside payment this year and using those funds for a portion of the payment.

BACKGROUND

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed Assembly Bills 1X 26 and 1X 27 requiring that each redevelopment agency be dissolved unless the City that created it enacts an ordinance committing it to making certain payments. On August 23, 2011, the City Council adopted Ordinance No. 1206 to effect the City's participation in the "Alternative Voluntary Redevelopment Program," established pursuant to AB 1X 27, and thereby prevent the dissolution of the Agency and enable the continuance of the Agency and its operations and programs. The Alternative

pursuant to the Alternative Voluntary Redevelopment Program. The amount necessary to make the payment is $1,753,485 for FY11-12 and estimated to be $425,746 in FY12-13.

AB 1X 27 provides that an Agency shall be exempt from making the full allocation required to the Agency's Low and Moderate Income Housing Fund upon the Agency making a finding that there are insufficient other moneys available to meet its current debt and the continuation payment. Section M of the Remittance Agreement specifies that the Agency has made the finding that no other funds are available and that it intends to forgo making the Housing Fund allocation this year and utilize those funds to reimburse the City for the continuation payment. The exemption from making the payment to the Housing Fund is only available for FY11-12 and not for subsequent years. The following table illustrates the projected tax increment revenue expected in FY11-12 and the existing debt obligations.

FY 11-12 RDA REVENUE AND DEBT OBLIGATIONS

	Creative Growth	Rancho	Total
ESTIMATED TAX INCREMENT	$6,819,000	$212,000	$7,031,000
DEBT OBLIGATIONS			
Loan & Bond Payments	$2,407,333	$64,015	$2,471,348
Pass Thru Obligations	$1,826,000	$98,300	$1,924,300
DDA & OPA Obligations	$425,000	$0	$425,000
Prior Project Obligations	$10,025	$0	$10,025
Admin. & Operating Expense	$302,112	$31,578	$333,690
Assigned Negative Fund Balance	$88,667	$225,312	$313,979
Low & Moderate Housing Obligation	$1,363,800	$42,400	$1,406,200
TOTAL OBLIGATIONS	$6,422,937	$461,605	$6,884,542
NET FUNDS AVAILABLE AFTER OBLIGATIONS	$396,063	($249,605)	$146,458

As is illustrated in the above table, the net funds available in FY11-12 after meeting debt obligations for the combined two project areas is $146,458. Therefore, the Agency does not have the funds available to make the $1,753,485 continuation payment without utilizing the 20% housing tax increment funds.

The proposed Remittance Agreement between the City and Agency is consistent with Health and Safety Code Section 34194.2 and is being presented to the City Council and Agency Board for consideration.

RECOMMENDATION

Staff recommends that the Agency Board adopt Resolution No. 192 approving the Remittance Agreement between the City and Redevelopment Agency for the reimbursement of funds necessary to make the Redevelopment Agency continuation payment to the state.

RESOLUTION NO. 192

A RESOLUTION OF THE SAN DIMAS REDEVELOPMENT AGENCY APPROVING A REMITTANCE AGREEMENT BY AND BETWEEN THE CITY OF SAN DIMAS AND THE SAN DIMAS REDEVELOPMENT AGENCY, PURSUANT TO THE AUTHORITY SET FORTH IN HEALTH AND SAFETY CODE SECTION 34194.2 (AB 1X 27)

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bills 1X 26 and 1X 27 ("AB 1X 26" and "AB 1X 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, on August 23, 2011, the City Council of the City of San Dimas adopted Ordinance No. 1206, as a regular ordinance, to effect the City's participation in the "Alternative Voluntary Redevelopment Program," established pursuant to AB 1X 27, and thereby prevent the dissolution of the Agency and enable the continuance of the Agency and its operations and programs; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires the City to make certain remittance payments each fiscal year to the county auditor-controller to benefit schools and certain special districts; and

WHEREAS, Health and Safety Code Section 34194.2, a section within AB 1X 27, authorizes the City to enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required each year pursuant to the Alternative Voluntary Redevelopment Program, as set forth in Chapter 3 of Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, a Remittance Agreement between the City and Agency, consistent with Health and Safety Code Section 34194.2, has been prepared and presented to the City Council and Agency Board for consideration; and

WHEREAS, as of the date hereof, the California Supreme Court has exercised original jurisdiction in *California Redevelopment Association, et al., Petitioners v. Ana Matosantos, et al., Respondents*, Case No. S194861, a lawsuit challenging the constitutionality and validity of ABX1 26 and ABX1 27, the Court issued a partial stay on the enforcement of ABX1 26 and ABX1 27, and the Court has indicated its intent to issue a ruling in the case in January 2012; and

WHEREAS, in light of the stay issued by the Court, the approval of the Agreement is subject to the condition subsequent that the Court upholds the constitutionality and validity of both ABX1 26 and ABX1 27 which would then implement the City's remittance payment obligation under ABX1 27, as described in the Recitals to the Agreement, and require the payments by the Agency to the City as provided in the Agreement and subject to the terms of this Agreement; and

WHEREAS, as set forth in Sections 5 and 15 of the Agreement, if the California Supreme Court, or any other court, determines that either ABX1 26 or ABX1 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, the Agreement shall automatically, and without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative, be terminated and of no further force and effect;

NOW, THEREFORE, the San Dimas Redevelopment Agency resolves as follows:

Section 1. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. The Remittance Agreement, in the form presented concurrently with this Resolution, on file with the Agency Secretary, is hereby approved. The Agency Chair is authorized and directed to sign the Remittance Agreement on behalf of the Agency.

Section 3. The Executive Director and his authorized designees are authorized and directed to take such other and further actions, and to sign such other and further documents and instruments, as may be necessary to implement and effect this Resolution and the Remittance Agreement on behalf of the Agency.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2011.

_____

Chair

REMITTANCE AGREEMENT

(CALIFORNIA HEALTH AND SAFETY CODE SECTION 34194.2)

This **REMITTANCE AGREEMENT** ("Agreement") is entered into this 27th day of September, 2011, by and between the **CITY OF SAN DIMAS**, a municipal corporation (the "City"), and the **SAN DIMAS REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency"). The City and the Agency (collectively, the "Parties" and individually, a "Party") enter into this Agreement with reference to the following:

RECITALS

A. By previous action duly and regularly taken, the City Council of the City of San Dimas ("City Council" or "City" as appropriate) approved and adopted the Redevelopment Plan for the Creative Growth Redevelopment Project Area, as amended from time to time, and approved and adopted the Redevelopment Plan for the Rancho San Dimas Redevelopment Project Area, as amended from time to time (collectively, the "Redevelopment Plans" and "Project Areas").

B. The San Dimas Redevelopment Agency ("Agency") is engaged in activities to execute and implement the Redevelopment Plans pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL").

C. Since adoption of the Redevelopment Plans, the Agency has undertaken redevelopment projects in the Project Areas to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into agreements with private parties to create jobs and expand the local economy.

D. Over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the economic growth of the Project Areas, create and develop local job opportunities, alleviate deficiencies in public infrastructure, and expand the opportunities for affordable housing, to name a few.

E. As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bills 26 and 27 ("AB 1X 26" and "AB 1X 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments.

F. Specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011.

G AB 1X 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code ("Part 1.9").

H. The Alternative Voluntary Redevelopment Program requires that the City agree by ordinance to remit specified annual amounts to the County Auditor-Controller of the County of Los Angeles ("County Auditor").

I. City adopted Ordinance No. 1206 thereby enabling the City and Agency to participate in the "Alternative Voluntary Redevelopment Program" pursuant to Part 1.9 of Division 24 of the Health and Safety Code ("Part 1.9").

J. Pursuant to Health and Safety Code Section 34194.1, in making remittances to the County Auditor pursuant to Health and Safety Code Sections 34194 or 34194.5, the City may use any available funds not otherwise obligated for other uses.

K. Pursuant to Health and Safety Code Section 34194.2 ("Section 34194.2"), the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required that year pursuant to Chapter 3 of Part 1.9.

L. The purpose of this Agreement is to provide for the transfer of funds by the Agency to the City pursuant to the authorization in Section 34194.2, with said transfer of funds to be in an amount not to exceed the annual amount that is sufficient for the City, directly or indirectly, to make the remittances required by Chapter 3 of Part 1.9 for the applicable fiscal year.

M. Pursuant to Health and Safety Code Section 34194.3, for Fiscal Year 2011-12, the Agency, by complying with the provisions of Part 1.9, shall be exempt from making the full allocation required to the Agency's Low and Moderate Income Housing Fund required pursuant to Health and Safety Code Sections 33334.2, 33334.4 and 33334.6 ("Housing Fund") upon the Agency making the finding that there are insufficient other moneys available to meet its debt and other obligations, current priority program needs, or its obligations under Section 34194.2. In accordance with Section 34194.3, the Agency hereby finds and determines that the full allocation of the Agency's Housing Funds for Fiscal Year 2011-12 (the "FY 2011-12 Housing Fund Tax Increment Funds") cannot occur because the Agency has insufficient other moneys available to meet its debt and other obligations, current priority program needs, and its remittance payment obligations under Section 34194.2. The Agency makes these findings and determinations based on the facts set forth in the Staff Report provided to the Agency concurrent with consideration of this Agreement.

N. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas.

O. City understands and believes that an action or actions challenging the validity of AB 1X 26 and AB 1X 27 has or have been, or additional actions may be, filed on behalf of cities, counties, and redevelopment agencies. While the City intends to make the remittances as provided for in AB 1X 27 and pursuant to this Agreement, the remittances shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination by a court of competent jurisdiction that AB 1X 26 or

AB 1X 27, or both, are unconstitutional or otherwise unlawful. The City reserves the right, regardless of any remittance made pursuant to this Agreement, to challenge the legality of AB 1X 26 or AB 1X 27, or both.

P. To the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay. Moreover, to the extent that a court of competent jurisdiction determines that either AB 1X 26 or AB 1X 27, or both, are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall automatically be deemed null and void and of no further force and effect, as set forth herein.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated herein by this reference and are an integral part of this Agreement, the Parties mutually agree as follows:

1. Definitions. For purposes of this Agreement, "Available Agency Funds" shall mean, collectively, (a) any and all funds received and held by Agency not otherwise restricted or dedicated for a particular use, project, or program ("Unrestricted Agency Funds"), (b) the FY 2011-12 Housing Fund Tax Increment Funds, and (c) Net Available Tax Increment Funds. For purposes of this Agreement, "Net Available Tax Increment Funds" means any and all tax increment funds allocated to the Agency pursuant to Article XVI, Section 16 of the California Constitution and Health and Safety Code Section 33670 ("tax increment"), less the following: (i) tax increment funds committed to existing debt service payments and any interest payment thereon, (ii) tax increment funds for existing third-party contractual payment obligations, (iii) tax increment funds for statutory or contractual "pass-through" payment obligations to any taxing entities that have not been remitted to a taxing entity before the Agency's receipt of the amount of tax increment funds that otherwise must be remitted to the taxing entity, and (iv) tax increment funds on deposit in the Agency's Housing Fund (except FY 2011-12 Housing Fund Tax Increment Funds).

2. Agency Obligation to Transfer Funds to City; Determination of Remittance Payment Amounts. The Agency shall transfer to the City in a timely manner, from Available Agency Funds, amounts sufficient for the City to make the remittance payments required by Part 1.9. The amounts of the remittance payments for each fiscal year shall be determined pursuant to Part 1.9, including Health and Safety Code Section 34194 ("Section 34194"). In the event that the City disputes the State Director of Finance's determination of the City's remittance payment amount for Fiscal Year 2011-12, as determined pursuant to Section 34194, the City reserves the right to appeal to the State Director of Finance pursuant to Section 34194. The City's remittance payment amount for Fiscal Year 2011-12 shall be the final remittance payment amount determined after any applicable appeal to the State Director of Finance, and each remittance payment amount for fiscal years after Fiscal Year 2011-12 shall be based upon the final remittance payment amount for Fiscal Year 2011-12, as determined after any applicable appeal to the State Director of Finance, as adjusted pursuant to Section 34194.

3. City Obligation to Transfer Remittance Payment Amounts to County Auditor; Limited Obligation of City; No Commitment of Funds from City General Fund. Subject to the receipt of sufficient Available Agency Funds from the Agency, the City shall, pursuant to Part 1.9, timely remit to the County Auditor the remittance payment amounts as determined pursuant to this Agreement. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from payments received from the Agency pursuant to this Agreement. Nothing contained in this Agreement shall be deemed to be or is a pledge or commitment of the City's general fund revenues or other City assets to make the remittance payments as provided for in Part 1.9, and any remittance payments shall be solely from payments received from the Agency pursuant to this Agreement.

4. Termination of Agreement Upon Termination of City's Participation in Alternative Voluntary Redevelopment Program; Self-Executing. In the event that the City does not make a remittance as required by Part 1.9 and the State Director of Finance makes the determination described in Health and Safety Code Section 34194(d)(2) or 34194.5 that the Agency shall be subject to Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code, this Agreement shall be terminated, and of no further force and effect, without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative. It is the intent of the City and Agency by agreeing to the terms and conditions of this Section 4 that, upon the termination of the City's and Agency's participation in the Alternative Voluntary Redevelopment Program, no payments from the Agency to the City pursuant to this Agreement shall be assigned to the State as contemplated by Health and Safety Code Sections 34193.2 and 34195(b).

5. Reservation of Rights; Payments Under Protest; Termination of Agreement If AB 1X 26 and/or 27 Ruled Unlawful; Self-Executing. The City and Agency reserve any and all rights to challenge the legality of AB 1X 26 and AB 1X 27, and the City and Agency reserve any and all rights to benefit from any other legal challenge that determines AB 1X 26 or AB 1X 27, or both, are unlawful. All remittance payments made by the City pursuant to this Agreement shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon unless and until there is a final determination by a court of competent jurisdiction that AB 1X 26 and AB 1X 27 are constitutional and the remittance payments required therein are legally enforceable payment obligations of the City. For any action or actions challenging the validity of AB 1X 26 or AB 1X 27, or both, in the event that a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligations of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay, unless and until there is a final determination by a court of competent jurisdiction that AB 1X 26 and AB 1X 27 are constitutional and the remittance payments required therein are legally enforceable payment obligations of the City. For any action or actions challenging the validity of AB 1X 26 or AB 1X 27, or both, in the event that a court of competent jurisdiction determines that either AB 1X 26 or AB 1X 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall be terminated, and of no further force and effect, without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative.

6. Indebtedness of Agency Prior to October 1, 2011. The Agency's funding obligations in this Agreement are intended to and shall constitute an indebtedness of the Agency, incurred prior to October 1, 2011, within the meaning of Article XVI, Section 16 of the California Constitution and Health and Safety Code Sections 33670(b) and 34194(c)(2). The Agency shall include the total estimated indebtedness incurred by Agency pursuant to this Agreement on the Agency's annual statements of indebtedness that Agency is required to annually file pursuant to Health and Safety Code Section 33675 (or successor statute). The estimated total indebtedness incurred by the Agency pursuant to this Agreement is shown on **Exhibit "A"** attached hereto and incorporated herein by this reference. Any increase to the total estimated indebtedness that may occur after the Effective Date of this Agreement shall constitute indebtedness incurred prior to October 1, 2011.

7. Subordination. Agency's funding obligations hereunder shall be junior and subordinate to (i) all existing Agency tax allocation bonds or other direct long-term indebtedness of Agency secured and to be repaid by tax increment funds, (ii) all pledges by Agency of tax increments for tax allocation bonds or other direct long-term indebtedness of Agency secured and to be repaid by tax increment funds, (iii) other Agency financial agreements or other contractual obligations of Agency with any person or entity not a party to this Agreement, including but not limited to any and all tax sharing or so-called "pass-through" agreements entered into between Agency and any taxing entity; (iv) any contingent obligations of Agency; and (v) other financial agreements or other contractual obligations between the parties to this Agreement.

8. Non-Recourse Obligation. No officer, official, employee, agent, or representative of Agency or City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action herein shall be personally enforced against any such officer, official, employee, agent, or representative.

9. Indemnity. In contemplation of Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being a party to an agreement defined by Government Code Section 895, the Parties hereto, as between themselves, agree that the Agency shall indemnify, defend, and hold harmless the City for any loss, costs, or expenses that may be imposed upon the City by virtue of a third party prevailing in a legal challenge to the validity, enforceability, or administration of this Agreement. The provisions of Civil Code Section 2778 shall be applicable to this Agreement.

10. Entire Agreement and Full Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter of this Agreement.

11. Intended Parties; No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the City and the Agency, and their respective successors in interest; provided, however, that this Agreement shall be terminated in accordance with the terms and conditions set forth above in the event that the City or any other public agency becomes the "successor agency" to the Agency pursuant to Parts 1.8 and 1.85 of Division 24 of the Health

and Safety Code. The City and Agency expressly covenant that there shall be no third party beneficiaries under this Agreement.

12. Waiver. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representatives of the Parties.

13. Severability. Each provision of this Agreement shall be severable from the whole, and if any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall remain in full force and effect.

14. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original.

15. Acknowledgment of Litigation Challenging ABX1 26 and ABX1 27. As of the date of approval of this Agreement, the California Supreme Court has exercised original jurisdiction in *California Redevelopment Association, et al., Petitioners v. Ana Matosantos, et al., Respondents*, Case No. S194861, a lawsuit challenging the constitutionality and validity of ABX1 26 and ABX1 27. In conjunction with exercising original jurisdiction in that case, the Court issued a partial stay on the enforcement of ABX1 26 and ABX1 27 and the Court has indicated its intent to issue a ruling in the case in January 2012. As such, this Agreement is executed and entered subject to the condition subsequent that the Court upholds the constitutionality and validity of both ABX1 26 and ABX1 27 which would then implement the City's remittance payment obligation under ABX1 27, as described in the Recitals of this Agreement, and require the payments by the Agency to the City as provided in this Agreement and subject to the terms of this Agreement. As set forth in Section 5 of this Agreement, if the California Supreme Court, or any other court, determines that either ABX1 26 or ABX1 27, or both, are unconstitutional or otherwise legally invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed, this Agreement shall automatically, and without the need for any further action by the City Council, Agency Board of Directors, or any City or Agency officer, official, employee, agent, or representative, be terminated and of no further force and effect.

[signatures on next page]

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

"CITY"

CITY OF SAN DIMAS, a California municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"AGENCY"

SAN DIMAS REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
Chair

APPROVED AS TO FORM:

_____
Agency Counsel

EXHIBIT "A"

ESTIMATED TOTAL INDEBTEDNESS PURSUANT TO THIS AGREEMENT

Fiscal Year 2011-12 - $1,753,485*

Fiscal Year 2012-13 - $415,746*

***Amounts are estimates pending appeals or final calculations from the State Department of Finance.**

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of September 27, 2011

From: Blaine Michaelis, City Manager

Initiated By: Theresa Bruns, Director of Parks and Recreation TB

Subject: Golf Course Advisory Committee Re-Appointment

BACKGROUND

The Golf Course Advisory Committee term for A.F. "Shorty" Feldbush will expire at the end of September, 2011. He is eligible for and requests reappointment to the Committee.

RECOMMENDATION

Staff recommends that the City Council reappoint Golf Course Advisory Committee member Feldbush.

7.d.1