



AGENDA
REGULAR CITY COUNCIL
TUESDAY, MARCH 13, 2012, 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 Ebner

1. CALL TO ORDER AND FLAG SALUTE

2. RECOGNITIONS

- a. Recognize Suzy Crawford for outstanding coordination of the 2012 Regional Arbor Day Celebration on March 3, 2012.

3. ANNOUNCEMENTS

- a. Pui-Ching Ho, Librarian, San Dimas Library

4. 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

5. 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. 2012-14**, A Resolution of the City Council of the City of San Dimas approving certain demands for the months of February and March, 2012.
 - (2) **RESOLUTION NO. 2012-15**, A Resolution of the City Council of the City of San Dimas approving the application for tree planting grant funds from Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Excess Funding
- b. Approval of amended minutes, pages 3, 5, and 7, for regular meeting of February 14, 2012.

- c. Approval of minutes for regular meeting of February 28, 2012.
- d. Award of Cash Contract No. 2012-01, Pavement Preservation Slurry Maintenance project in Maintenance Zone "F" to Doug Martin in the amount of \$393,301.49.
- e. Repair of Localized Slope Failure on Golden Hills Road
 - 1. Appropriation of \$75,000 from the Emergency Fund.
 - 2. Award of Cash Contract No. 2012-02 Golden Hills Road Localized Slope Repairs to Bighorn Grading and Engineering, Incorporated for the amount bid of \$52,640 and waive minor bid informality.
- f. Repair/Rehabilitation of eastbound Via Verde Avenue-San Dimas Avenue to Puente Street:
 - 1) Appropriation of additional \$116,000 from Infrastructure Funds;
 - 2) Award of Cash Contract 2012-03, Repair/Rehabilitation of eastbound Via Verde Avenue - San Dimas Avenue to Puente Street to All American Asphalt, in the amount of \$133,133.00.
- g. Lone Hill and Arrow Highway Widening, Median and Signal Modification Project- Waiver of Formal Bid Process to Purchase Signal Poles and Signal Gear Equipment from JTB Supply, Inc. and Lingo Industrial Electronics.

END OF CONSENT CALENDAR

6. OTHER MATTERS

- a. Approval of Engineering Services Agreement with WKE Inc. Engineers and Planners for the Bridge Widening, Bikeway Improvements at Foothill Blvd over San Dimas Wash Project in the amount of \$325,119. (Federal Project No. BHLS 5377 (013))
- b. Authorize the Mayor to sign a letter in support of AB 1600 to authorize the Metro Gold Line Foothill Extension Construction Authority to plan, design, and construct the light rail extension through to the City of Montclair in San Bernardino.

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) Councilmembers' report on meetings attended at the expense of the local agency.
 - 2) Individual Members' comments and updates.

8. ADJOURNMENT

The next meeting is Tuesday, March 27, 2012, 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://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 DURING NORMAL BUSINESS HOURS. [PRIVILEGED AND CONFIDENTIAL DOCUMENTS EXEMPTED]

POSTING STATEMENT: ON MARCH 9, 2012, 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 AT THE VONS SHOPPING CENTER (PUENTE/VIA VERDE) AND THE CITY'S WEBSITE AT www.cityofsandimas.com/minutes.cfm.

RESOLUTION NO. 2012-14

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTHS OF
FEBRUARY AND MARCH 2012**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas
does hereby approve Prepaid Warrant Register: 02/29/2012; 22637 through 22696; in the amount
of \$554,141.82; Warrant Register: 03/15/2012; 139195 through 139325; in the amount of
\$204,199.23.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF MARCH 2012.

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 March 13, 2012, by the following
vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Ina Rios, CMC, City Clerk

5. a. 1



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

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

SORRY FOR ANY INCONVENIENCES.

DOCUMENT IMAGING DEPT.



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of March 13, 2012

From: Blaine Michaelis, City Manager

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

Subject: Resolution approving application for tree planting grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District excess funding.

Summary

A City Council resolution approving the application for competitive grant funds for tree planting is required by the Los Angeles County Regional Park and Open Space District.

BACKGROUND

On November 3, 1992 and on November 5, 1996 the voters of Los Angeles County enacted Los Angeles County Proposition A for Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection.

The Los Angeles County Regional Park and Open Space District recently announced the 2012 Competitive Tree Planting Grant Program and the availability of \$2,500,000 for the Fifth Supervisorial District. The program offers funding to communities that suffered tree loss as a result of the windstorms that affected the western San Gabriel Valley in late 2011. Grant awards will range from \$15,000 to \$100,000.

In order for the City to compete for funding, an application must be submitted to the Los Angeles County Regional Park and Open Space District. The application process requires a resolution of the City Council approving application for the grant funds and identifying a specific project on which the grant funds will be spent. Projects may consist of purchase, planting and a period of maintenance of the planted trees. Priority will be given to projects that demonstrate the greatest need to replace trees lost in the recent windstorms, and to applicants that can provide matching funds, in-kind donations and volunteer participation.

Our submitted project will include the removal of approximately eight damaged trees that remain from the windstorm; to plant replacement trees for approximately 30 trees that were lost; and will include a two year maintenance period for the newly planted trees. Locations identified for tree replacements with this project include Covina Boulevard; Foothill Boulevard; various Parks and Parkways.

RECOMMENDATION

Staff recommends approval of Resolution No. 2012-15 approving the application for grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Excess Funding.

Attachments:

- Resolution 2012-15
- Los Angeles County Regional Park and Open Space District Grant Announcement

RESOLUTION NO. 2012-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING
THE APPLICATION FOR TREE PLANTING GRANT FUNDS FROM THE
LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR
FIFTH SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE
2011 WINDSTORM REPLACEMENT GRANT PROJECT

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree- Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and non-profit organizations in the County for the purpose of acquiring and/or development of facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

WHEREAS, the district procedures require the City of San Dimas to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the City of San Dimas must comply with; and

WHEREAS, the City of San Dimas will enter into an Agreement with the District to provide funds for acquisition and development projects.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN DIMAS HEREBY:

1. Approve the filing of an application with the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Excess Funds for the above project; and
2. Certifies that the City of San Dimas understands the assurances and certification in the application form; and
3. Certifies that the City of San Dimas has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
4. Appoints the Director of Parks and Recreation, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Approved and adopted this 13th day of March, 2012.

MAYOR

ATTEST:

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2012-15 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of March 13, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

February 1, 2012

Ms. Theresa Burns
Director of Parks and Recreation
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

SUPERVISOR MICHAEL D. ANTONOVICH ANNOUNCES THE 2012 COMPETITIVE TREE PLANTING GRANT PROGRAM

Supervisor Michael D. Antonovich announces the availability of \$2,500,000* for a competitive tree planting grant program in the Fifth Supervisorial District. The program offers funding to communities that suffered unprecedented tree losses as a result of the windstorms that affected the western San Gabriel Valley in late 2011. Projects may consist of purchase, planting and a period of maintenance of the planted trees. Priority will be given for projects that demonstrate the greatest need to replace trees lost in the recent windstorms.

Application materials and more detailed information are enclosed in this packet.

Applications are due on or before May 31, 2012 by 5:00 p.m. at the offices of the Regional Park and Open Space District, 510 S. Vermont Ave., Los Angeles CA 90020.

- **How much funding is available:** \$2,500,000
Minimum Grant Amount: \$15,000; Maximum Grant Amount: \$100,000.
Applicants may apply for more than one grant.
- **What types of projects and costs are eligible:** Capital improvement tree planting projects within the Fifth Supervisorial District to plant trees in parks, open space and on other public land, including parkways in commercial and residential areas. Applicants may request grant funds to cover the costs of obtaining and planting of trees, including planting supplies such as root barriers, if necessary, stakes, tree ties and any site preparation including stump removal or trees damaged beyond recovery in the wind storms. Costs may also include the purchase and installation of a temporary or permanent irrigation system, as well as provision for the establishment of newly planted trees for a period of two years and contingencies for tree failures.

Supervisor Michael D. Antonovich Announces
The 2012 Competitive Tree Planting Grant Program
February 1, 2012
Page 2

- **Who is eligible:** Public agencies, conservancies, and qualified nonprofit organizations in partnership with public agencies. This portion of Proposition A Excess Funds is available on a competitive basis. Priority will be given to applications that demonstrate significant tree loss sustained in the 2011 Windstorms in the western portion of the San Gabriel Valley. Priority will also be given to applicants that can provide matching funds, in kind donations and volunteer participation in completing these projects in the Fifth Supervisorial District.
- **What is required for the application process:** A completed application (attached or also available at the Open Space District's website: <http://openspacedistrict.lacounty.info>) and a resolution from the governing body of the applicant agency or nonprofit organization authorizing the application for funds.
- **When are applications due:** On or before May 31, 2012 by 5:00 p.m. at the offices of the Regional Park and Open Space District, 510 S. Vermont Ave., Los Angeles CA 90020.
- **Project Timeline:** Planting of trees must be completed no later than December 31, 2014. Project performance period extensions beyond that date would require approval from the Fifth Supervisorial District. Because of the competitive nature of this program, once a project has been selected for funding, the Regional Park and Open Space District will not approve any change in the project that substantially affects the use, scope, capacity or service area of the project as presented in the application.
- **For more information:** Please contact Ilona Volkmann or Agie Jordan, III, with the Regional Park and Open Space District at (213) 738-2981.

Sincerely,



Russ Guiney, Director
Department of Parks and Recreation

* The Fifth Supervisorial District reserves the right to award less than \$2,500,000 or none of the funds available, if in the opinion of the Regional Park and Open Space District, no suitable or an insufficient number of applications, is submitted.

McKenna Long
& Aldridge LLP
Attorneys at Law

300 South Grand Avenue • 14th Floor • Los Angeles, CA 90071
Tel: 213.687.2100 • Fax: 213.687.2149
www.mckennalong.com

MEMORANDUM

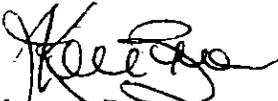
TO: Honorable Mayor and Members of the San Dimas City Council
FROM: J. Kenneth Brown, City Attorney
DATE: March 2, 2012
RE: Amendment to Minutes of the Meeting of February 14, 2012

When the City Council considered the appeal of DPRB CASE NO. 08-47 at its February 14, 2012 meeting, Mark Steres was in attendance. When the City Council approved the minutes of February 14, 2012 at its last meeting those minutes did not include the few changes that Mark suggested. Those changes are shown on the attachment.

RECOMMENDATION

Approve the amended minutes for the meeting of February 14, 2012.

Respectfully submitted.


J. Kenneth Brown

5.6

- c. *Lighten Up San Dimas*, Fitness Kickoff on Wednesday, February 22, 2012, 5:00-8:00 p.m. at Lone Hill Middle School presented by the Cities of San Dimas and La Verne, the Bonita Unified School District and Citrus Valley Health Partners.

Recreation Coordinator Rodriguez, Parks and Recreation Department, invited the City Council and the community to attend *Lighten Up San Dimas*, Fitness Kickoff on Wednesday, February 22, 2012, 5:00-8:00 p.m. at Lone Hill Middle School. She said the health and wellness event is part of a series of events sponsored by Citrus Valley Health Partners in cooperation with Bonita Unified School District and Cities of San Dimas and La Verne.

4. 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 and ask 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) Phillip Grana said he appreciates seeing his grandson receive recognition by the City Council and thanked the City Clerk for preparing the video for presentation.
- 2) Ginny Phillips, 525 No. Amelia, said they were served with a search warrant, in the form of an affidavit, to search their box car, after winning the right to build a two-story garage.
- 3) Dennis Phillips, 525 No. Amelia, said he was given 15 days to vacate the boxcar, which has been on his property for several years and staff amended the code to determine he is not allowed to have a side yard. However, when he invited inspection of the box car, he was served with a search warrant.
- 4) Jumel Nicole Sacro, ASB President, San Dimas High School, reported on fundraisers, their scholastic and athletic achievements, and volunteer work assisting kids at the Senior Citizen/Community Center. She said seniors are completing their senior project and a select few will be participating in San Dimas Students in Government Day on February 29. She will be representing the Mayor on February 28th.
- 5) Tim Rowe, 2571 Terrebonne, San Dimas Little League, is proud that in this economy, the League was able to provide scholarships to over 30 families this year. He invited the City Council to their 55th Season opening day ceremony at 8:45 a.m. on Saturday, March 10, 2012, beginning with a parade from city hall to the field on Juanita Avenue. Mr. Rowe said he understands the budget constraints on municipalities and thanked the Parks and Recreation Commission for their continued support toward lighting the fields. He mentioned that the League was able to make several improvements through capital funding and thanked city staff for their assistance and **coordinating installation of the windscreens with the boom truck**. He said information is available on their website at sandimaslittleleague.com and Facebook.
- 6) Susie Crawford, Branch Hands, said she is working with City Arborist Deborah Day, and invited the community to Arbor Day Celebration from 9:00 a.m. to 3:00 p.m., on March 3rd, at Frank G. Bonelli Park to enjoy a myriad of fun activities and give-aways, sponsored by Waste Management, Golden State Water Company, and San Dimas Hospital. She said Arborists will be available to answer questions and boy scouts will be planting 100 trees. She encouraged everyone to bring buckets and a trowel to take home free mulch.

ITEM 5.a.2:

- (2) Annual update of parking prohibition on certain streets:
RESOLUTION NO. 2012-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS PROHIBITING PARKING OR STOPPING OF VEHICLES ON CERTAIN STREETS.

It was moved by Councilmember Bertone, seconded by Councilmember Badar, to waive further reading and adopt **RESOLUTION NO. 2012-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS PROHIBITING PARKING OR STOPPING OF VEHICLES ON CERTAIN STREETS.**

Councilmember Ebner said the parking restrictions are unnecessary, particularly at Fresh and Easy. He will vote against adoption of Resolution No. 2012-08.

The motion carried 4.1; Councilmember Ebner opposed.

6. PLANNING/DEVELOPMENT SERVICES

- a. Appeal of DPRB Case No. 08-47 Revised house layout and grading plan from the previously approved plans.
DPRB CASE NO. 08-47, A request to construct a 5,117 sq. ft. two-story, single-family residence and several attached garages totaling 1,908 sq. ft. within Specific Plan No. 4 at 1658 Gainsborough Road (APN: 8426-034-020).
ASSOCIATED CASE: TREE PERMIT 10-48, A request to remove a mature Coast Live Oak in order to accommodate the revised layout of the house and garages. (CONTINUED FROM JANUARY 24, 2012)
- 1) **RESOLUTION NO. 2012-05, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS DENYING THE APPEAL REQUEST AND UPHOLDING THE DENIAL WITHOUT PREJUDICE OF DPRB CASE NO. 08-47, A REQUEST TO CONSTRUCT A 5,117 SQ. FT. TWO-STORY, SINGLE-FAMILY RESIDENCE AND SEVERAL ATTACHED GARAGES TOTALING 1,908 SQ. FT. WITHIN SPECIFIC PLAN NO. 4 AT 1658 GAINSBOROUGH ROAD. (APN: 8426-034-020).**

Associate Planner Espinoza reported that this project was originally approved by the Development Plan review Board on June 28, 2007 as DPRB Case No. 07-34. The applicant allowed the approval to expire and did not apply for an extension. The project was resubmitted and approved by the DPRB on November 11, 2008 and grading permits were issued in March 2009. However, the project was stopped due to several complaints regarding excess amount of unpermitted soil imported to the site. **The excess grading was blamed on an incorrect topographical map.** In the interim, staff has worked with the applicant, his architect and engineer to review and modify the project to meet code requirements. **The staff and the applicant have not been able to reach agreement on a modified project.** Planner Espinoza informed the City Council that the applicant's engineer has moved out of state and at time of writing, a new engineer has not been hired. Planner Espinoza expressed concerns with soil erosion since the project was placed on hold in 2009, and recommended to the Board that the applicant be required to restore the site to its original grading level within three months. On October 27, 2011, the Development Plan Review Board denied the project without prejudice, and required the applicant to restore the site to its original grading level within three months. Planner Espinoza said the tree removal permit in conjunction with the application was also denied because staff did not have appropriate house plans to make a determination for the tree removal. Staff recommended that the City Council adopt Resolution No. 2012-05 upholding the Development Plan Review Board's determination to deny DPRB Case No.

containment pit would negatively impact adjacent neighbors, and removal of the graded pad would require grading and hauling of approximately 600 cubic yards of soil. He said the best solution is to complete the home based on the submitted plans, reduce the height of the existing pad, and construct proper drainage devices in compliance with National Pollutant Discharge Elimination System (NPDES) requirements.

In response to Councilmember Ebner, Planner Espinoza replied that the applicant is proposing to develop the property with a lot of soil, instead of developing with the original contours, which is in the intent of the code.

In response to Mayor Pro Tem Templeman, Mr. Eckert illustrated various ways to retain water. Planner Espinoza replied that an infiltration system is required for this project.

In response to Councilmember Badar, Mr. Volbeda replied that he has not had discussions with city staff since the project was denied by the Development Plan Review Board. He said the plans presented at the Review Board are the plans he would like approved tonight, including the water retention plan.

Mayor Morris stated that an analysis of the visual impact on lower properties was originally conducted to determine which lots would be designated A, B or C lots in this Specific Plan, and lot designations were prepared by a developer and engineer, and approved by the City, with a very specific kind of building that could be built on each of those lots. He said **these** people with **a** C lot generally changed the basic nature of the lot, even though it was in a sensitive area, and designed a building to fit the altered lot. He said the City Council is faced with the dilemma of whether or not to approve a design that does not comply with the code, or determine that the lot be restored to its original state and request an appropriate design to fit the lot.

3) James Polson, Owner's representative, Aspen Financial Group, Inc., explained that the lot was purchased with plans, soils report, and topographic map, and the City approved the plans for the house. He said the owners redesigned the house using the topographic map and soils report, and relied on the surveyor's report. He said the new civil engineer confirmed that the yardage of dirt being removed and imported is in compliance, with less than 200 feet outside of the footprint needed.

In response to Mayor Morris, Mr. Polson said only a small portion of the lot is off in the center area. Mr. Volbeda added that they thought the original grade was five feet higher, however, the existing grade is actually five feet lower as it was three years ago prior to grading the lot.

In response to Council, Assistant City Manager Stevens stated that staff has been going through this process for three years with the applicant and still does not have a plan that fits the original topography. He said staff is saying the applicant can take all the time they want after restoring the site to its original condition, and then come up with a plan that complies with code requirements. He said making the grading work with the proposed plan might not be compliant with a Lot C requirement.

In response to Councilmember Badar, Mr. Polson replied that during heavy rains, when first graded, there was a lot of mud and water runoff into the neighbors' lots. He said to address the problem, a containment pit was dug to dam the water, and every time the pool fills, the water is pumped out.

Assistant City Manager Stevens said the interim fix was developed in response to minimize the impact on neighbors while a permanent solution was found. He said it was not intended to last three years.

Mr. Polson stated that if the containment pit is taken out, water flow will flood the neighbor's yard and Weed Abatement will be necessary.



MINUTES
REGULAR CITY COUNCIL /
SUCCESSOR AGENCY MEETING
TUESDAY, FEBRUARY 28, 2012, 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 Ebner
City Manager Blaine Michaelis
City Attorney J. Kenneth Brown
City Clerk Ina Rios
Assistant City Manager of
Community Development Larry Stevens
Assistant City Manager Ken Duran
Director of Development Services Dan Coleman
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns
Senior Engineer Shari Garwick
Superintendent of Building and Safety Eric Beilstein
Recreation Services Manager Leon Raya
Captain Don Slawson, San Dimas Sheriff's Station
Acting Assistant Chief Vince Pena
Librarian Pui-Ching Ho

STUDENT CITY COUNCIL

Jumel Nicole Sacro
Kristine Delgadillo
Katherine Wang
Melissa Nguyen
Katherinn Kloss
Nadia Naghedi Baradaran Hajjar
Bridget Martin
Lauren Nemcek
Jessica Mason

Jenna Bijl-Coyne
Zeff Morales
Ben Leung
Sofia Bottone
Tabitha Graza
Brandon Munoz
Megan Russell
Kelsey Strasser/Kathryn Maldonado
Julia Banuelos/Ryan Hanes
Dana Dubrowa

1. CALL TO ORDER AND FLAG SALUTE

Student Mayor Sacro called the meeting to order at 7:02 p.m. and led the flag salute

2. RECOGNITIONS

- Recognize Southern California Velo Cycling Club and Incycle Bicycle for sponsoring the Christmas Toy Drive to collect toys for the children of San Dimas

Mayor Morris, Student Mayor Sacro, Captain Slawson and Student Captains Strasser and Maldonado congratulated and presented plaques and a Proclamation to Southern California Velo Cycling Club President Demi Hechanova, Treasurer Al wiscovitch, and Secretary Bill McCusker and Incycle Bicycle Mark Smits for sponsoring the 2011 Christmas Toy Drive for the children of San Dimas.

Captain Slawson said he has been working with Mark Smits, Incycle Bicycle for the past 15 years and with SC Velo Cycling Club for 8 years, to put together the annual toy drive. He said without their help Christmas would not come to a lot of people. The Sheriff's Department is very appreciative for everything they do.

Mayor Morris mentioned that the Cycling Club and Incycle Bicycle are also sponsoring the annual race in 2.5 weeks.

5.C

- Proclaim March 3, 2012 Arbor Day to support efforts to protect our trees and woodlands.
Announce Regional Arbor Day Celebration on March 3, 2012, 9am-3pm at Bonelli Regional Park

Mayor Morris and Student Mayor Sacro presented to Susan Crawford, Branch Hands, a proclamation declaring March 3, 2012 as Arbor Day and urged all citizens to support efforts to protect our trees and woodlands, plant trees, and promote the well-being for future generations.

Susan Crawford, Branch Hands, announced that the upcoming Arbor Day celebration will be held on Saturday, March 3, from 9:00 a.m. to 3:00 p.m. at Frank G. Bonelli Park, and will feature over 25 booths, activities for children, educational classes for adults, and Arborists to answer any questions. She thanked the various organizations, volunteers and city staff involved in the community event, and said as part of an Eagle Scout project, over 100 trees will be planted at the park. She encouraged everyone to bring a bucket and trowel for the free mulch give-away, and thanked Field Deputy Brian Mejia for asking Supervisor Antonovich to waive all parking fees.

At request of Councilmember Ebner, City Manager Michaelis said a notice of the event can be placed on the City's website.

3. ANNOUNCEMENTS

a. Pui-Ching Ho, Librarian, San Dimas Library

Pui-Ching Ho, Library Manager, San Dimas Library, introduced her Student Counterpart Dana Dubrowa and they highlighted the following Library activities and events: Book Party Club discussion group meets Wednesday, March 7, at 10:30 a.m. to discuss *Alice I have Been* by Melanie Benjamin; bring your magic wand and participate in a magic show with Magic Wayne on Saturday, March 10, 3:00 p.m.; Artist/Teacher Beverly Womack will present a Calligraphy workshop on Saturday, March 17, 3:00 p.m. for adults, teens and children age 10 and older. The workshop is limited to 20 participants on a first come, first served basis and will include a brief history of the written word, demonstration of basic tools, step-by-step lesson in Classic Roman Italic Hand, and a simple project, with tools and supplies provided; join the Family Drum Circle on Wednesday, March 21, 6:00 p.m. for a fun experience exploring a variety of musical instruments used to tell stories. The program is open to families and children of all ages. For detailed information, contact the Library at 909.599.6738.

Mayor Pro Tem Templeman reported that County of Los Angeles Assistant Director of Capital Projects and Facilities Jim Allen emailed him stating they are able to fund the roof replacement at the San Dimas Library with their current budget and has given the notice to schedule work on the project.

b. Walnut Creek Habitat and Open Space Project Final Presentation on March 6, 2012

Assistant City Manager Stevens said the City, the Watershed Conservation Authority, and Rivers Mountain Conservancy purchased 60 acres in the Via Verde area of the former Calpoly Campus site, and said over the last several months, the consultant hired by the Watershed Conservation Authority, solicited community input on potential uses and designs for that park. Mr. Stevens said data from two previous community meetings was used to prepare the final Conceptual Master Plan, which will be presented to the community at a meeting to be held at 6:30 p.m. on Tuesday, March 6, 2012, in the San Dimas Council Chambers. He said the last phase of the formal community input process will be included in the Conceptual Master Plan, which will be processed through several City Commissions and then brought to the City Council for action.

c. San Dimas HEROES update on the Veterans Monument

1) Gary Enderle, San Dimas HEROES, presented a brief film of Weatherman and Comedian Fritz Coleman announcing *A Comedy Evening with Fritz Coleman* on Saturday, March 10, starting at 7:00 p.m. with opening act the Bornsteins. Tickets are available for \$25 and include a live auction and raffle with all proceeds to benefit the San Dimas Veterans Memorial. Mr. Enderle said social hour will be held between 6:00 p.m. – 7:00 p.m. with free hors d'oeuvres and low cost soft drinks.

2) Mr. Enderle said a fundraiser HEROES Cut-A-Thon will be held from 12:00 – 5:00 p.m. on Saturday, March 24, at B-Dazz-L Beauty Salon on San Dimas Avenue including \$15 haircuts, door prize raffle, and all proceeds to be donated to the San Dimas Veterans Memorial. First five Military Personnel in uniform will get a free haircut.

3) Mr. Enderle featured a brief film and said as part of their HEROES program, he is working with Budweiser Busch Company to feature the Budweiser Clydesdales on Friday, May 4, 2012, to help raise funds for the Veterans Memorial. Logistics detail is being discussed with City staff.

4) Mr. Enderle announced their 2nd Annual Golf Tournament and Banquet Dinner will be held on September 17, at Via Verde Country Club,. Details will be provided at a later date.

4. 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 and ask 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) Margie Green said the Soroptimist International San Dimas/ La Verne raises money to benefit the community. She invited the community to their annual fundraiser for Dinner/Casino Night, live and silent auction, and entertainment on March 10, 2012, at the Fairplex Conference Center. Join them at 6:00 p.m. to help raise money to provide clothing for needy children in our community, provide teacher grants, scholarships for local high school students, and help local women re-enter the work force to get back into society. For more information contact the Chamber of Commerce at 909.592.3818.

2) Ken Lockwood, 1809 Nottingwood Lane said his family and pets moved out for 13.5 weeks when their house suffered extensive water damage. He provided a letter to Mayor Morris detailing how City Manager Michaelis assisted them during their ordeal and how much he and his family appreciate all he did for them.

3) Zeff Morales, Student Director of Development Services, said he has lived in San Dimas his entire life and now has a greater understanding of how the community works together to accomplish so many things from festivals to street fairs. He thanked the City for what it has given to him.

At Mayor Morris' invitation, each student introduced themselves and shared their goals for the future.

Mayor Morris thanked the students and hopes they enjoyed participating and that the program met their expectations.

City Councilmember Badar said the Student in Government program is such a wonderful success due to Student Advisor Mr. Himelhoch who is retiring after 25 years. On behalf of the City Council and community, he wished Mr. Himelhoch the best of luck on his retirement.

Student Advisor Mr. Himelhoch thanked the City Council and said he enjoys being connected with the City on such a wonderful program that involves students and the community to learn how local government works on all levels.

5. 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.)

Mayor Morris said items 5.c and 5.d are being removed for future consideration.

It was moved by Councilmember Bertone, seconded by Councilmember Badar, and carried to accept, approve and act upon the consent calendar, as amended, as follows:

- a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:
 - (1) **RESOLUTION NO. 2012-09**, A Resolution of the City Council of the City of San Dimas approving certain demands for the month of February, 2012.
 - (2) **RESOLUTION NO. 2012-10**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Boulevard Open Space Maintenance District (TR 32818).
 - (3) **RESOLUTION NO. 2012-11**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Northwoods Open Space Maintenance District (TR 32841).
 - (4) **RESOLUTION NO. 2012-12**, A Resolution of the City Council of the City of San Dimas revising the provisions of the Parks and Recreation Commission.
- b. Approval of minutes for regular City Council meeting of February 14, 2012.
- c. Reject claim for damages from Ray Vantilburg.

END OF CONSENT CALENDAR

5.c. and 5.d were removed and will be considered at a future meeting:

- c. Lot Line Adjustment 11-03, The subject lots are within the Grove Station Development located on the east side of San Dimas Avenue just south of the rail road tracks (APN: 8390-018-077, 082, 083, 084, 085, 086 and 087). The lot line adjustment request is in order to accommodate the development of 43 residential units
- d. Lot Line Adjustment 12-01, The subject lots are within the Grove Station Development located on the east side of San Dimas Avenue just south of the rail road tracks (APN: 8390-018-077, 085, 106, 107, 113, 114, 116, 126, 129, 153, 155, 154, 156, 159, 160, 162 and 163). The lot line adjustment request is in order to accommodate the development of 12 residential units.

6. PUBLIC HEARING

(The following items have been advertised and/or posted. The meeting will be opened to receive public testimony.)

- a. TENTATIVE PARCEL MAP 71739, A request to subdivide an existing 31,240 square-foot single-family residential parcel into two (2) 15,620 square-foot single-family residential parcels, located at 614 N. Valley Center Ave (APN: 8383-001-044).

(1) RESOLUTION NO. 2012-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, APPROVING TENTATIVE PARCEL MAP 71739, A REQUEST TO SUBDIVIDE AN EXISTING 31,240 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL PARCEL INTO TWO (2) 15,620 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL PARCELS, LOCATED AT 614 N. VALLEY CENTER AVENUE (APN: 8383-001-044).

Assistant Planner Concepcion presented the applicant's request to subdivide an existing 31,240 square-foot single-family residential parcel into two 15,620 square-foot single-family residential parcels at 614 North Valley Center Avenue. He reported that the project was reviewed by the Planning Commission at their December 21, 2011 meeting and recommended approval to the City Council. Staff recommended that the City Council adopt Resolution No. 2012-13 with conditions of approval and filing of notice of exemption.

Mayor Pro Tem Templeman felt it was unreasonable to require the property owner to construct a decorative block wall along the perimeter of both lots.

Assistant Planner Concepcion stated that requiring a decorative block wall is a standard condition for subdivisions and is consistent with past parcel maps. He said if the City Council desires to remove that condition, then staff is flexible to removing that standard.

In response to Mayor Morris, Planner Concepcion replied that a portion of the parking space on Valley Center is located within the public right-of-way, and pursuant to condition 8, the developer will be required to remove the non-permitted concrete pad within the public right-of-way.

In response to Mayor Morris, Assistant City Manager Stevens replied that the design standard, not the code, typically requires that pavement leads either to a parking space or garage, versus any other portion of a front setback that might be paved. He said there are no standards that prevent a resident from paving the entire front yard, however, there are some regulations that minimize paving in front setback areas.

Mayor Morris explained the procedure for the public hearing. He opened the public hearing and invited the applicant to make his presentation.

Neither Applicant Mitsue Nakada, nor Engineer Consultant Jack Lee, came forward to speak.

Mayor Morris invited members of the audience to speak regarding the proposed Tentative Parcel Map 71739. There being no one wishing to speak, the public hearing was closed.

Mayor Pro Tem Templeman felt it was reasonable to require the applicant to install a qualified type of fencing, however, he suggested that the applicant be given the option of using wood or vinyl as fencing for a parcel map of this size.

Councilmember Ebner agreed with Mr. Templeman that wood or vinyl fencing could be an option because of the size of their property. He said by taking out these conditions in this case, the City is not giving up the prerogative to add those conditions to a larger development.

In response to Councilmember Bertone, Planner Concepcion said Condition Number 7 regarding fencing requirements can be revised to reflect the Council's request.

In response to Mayor Morris, Planner Concepcion replied that the conditions of approval were discussed with the applicant, who did not object to the conditions.

Assistant City Manager Stevens pointed out that if fencing requirements are entirely taken out of the parcel map, there will be no review authority for any future fencing when the vacant, newly created parcel is developed.

In response to Mayor Pro Tem Templeman, Mr. Stevens stated that when creating a new parcel, block wall is typically proposed because even though block wall is more expensive to install, it is more durable and yields the highest value out of the property. He suggested as an alternative that rather than specifying materials, a fencing plan can be specified for review and determination by the Development Plan Review Board.

Mayor Pro Tem Templeman had no objections to specifying a fencing plan, however, he felt the homeowner deserves the right to select a fencing plan that meets their needs.

Mr. Stevens replied that typically slump or other form of masonry is required, however, standard block material is not prohibited. If the homeowner wanted to use standard block material, the community standard requires a more finished appearance with some coating surface like stucco finish to arise to a level of decorativeness.

In response to Councilmember Badar, Director Coleman recollected that the applicant accepted the proposed conditions when the block wall was discussed at the Planning Commission meeting.

MOTION: It was moved by Mayor Pro Tem Templeman to specify a fencing plan to be approved by the Development Plan Review Board as suggested by Mr. Stevens. The motion was seconded by Councilmember Bertone.

In response to Councilmember Badar, Mr. Stevens replied that the intent is to go to a fencing plan, rather than construction requirement; to be more flexible on materials; and to provide the opportunity to go through the Review process, without formal application, if the applicant disagrees with staff on materials. He added that the Board would have the final decision, unless their decision was appealed. He said staff will work revised language into the conditions of approval, to be finalized in the Resolution.

Mayor Pro Tem Templeman said staff should use flexibility on what is mandated to get approval on small development projects.

Mayor Morris felt it was entirely appropriate to require a block wall for a subdivision on a property. He said the standards have ensured the protection of the public health, safety and general welfare and the practice should be continued for subdivisions. However, he agreed the same requirements could be a bigger burden for one house.

Councilmember Ebner said he will vote for the fencing plan. He felt that the type of fence or wall should be mandated only where subdivision occurs.

In response to Councilmember Ebner, Mr. Stevens replied that the way the condition is currently written, the applicant would be required to install about 600-feet of decorative masonry wall along two sides of the property line, and along the rear property line. He said the fencing plan may or may not be a requirement because that would be determined when the plan was submitted and reviewed. He understands the motion is to not specify the material, but require a fencing plan and an approval process.

Mayor Pro Tem Templeman confirmed the motion.

Director Coleman noted there are some existing block walls in the front yard of the existing home alongside the property lines.

Mayor Morris said the City Council will first consider the motion to amend Condition 7 related to the six-foot decorative block walls and then take action on Resolution No. 2012-13.

Assistant City Manager Stevens understood the amendment would indicate that there is an obligation to submit a similar fencing plan for approval by the staff, which may be referred to the Development Plan Review Board, and not specify fence materials.

The motion carried 4.1; Mayor Morris opposed.

MOTION: After the title was read, it was moved by Mayor Pro Tem Templeman, seconded by Councilmember Badar, to waive further reading and adopt **RESOLUTION NO. 2012-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, APPROVING TENTATIVE PARCEL MAP 71739, A REQUEST TO SUBDIVIDE AN EXISTING 31,240 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL PARCEL INTO TWO (2) 15,620 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL PARCELS, LOCATED AT 614 N. VALLEY CENTER AVENUE (APN: 8383-001-044).** The motion carried unanimously.

7. PLANNING/DEVELOPMENT SERVICES

- a. Authorize expenditure From General Fund Reserve for implementation of Downtown Façade Program

Assistant City Manager Stevens reported that at their October 17, 2011 meeting, the City Council authorized \$45,000 from the City's General Fund for design work and asbestos/lead paint testing for five buildings participating in the downtown façade program. The design work and testing have been completed and Plan Check recommended minor corrections in the first round. Assistant City Manager Stevens provided contractor construction cost estimates and recommended a transfer of approximately \$210,000 from General Fund Reserve in order to move forward with the project. He noted that the program is structured as a loan and/or rebate program, and depending upon final program selection and the amount of loan "forgiveness", a significant amount of these funds will be repaid over a period of ten years.

Councilmember Badar said one person asked to be delayed until June. He asked if the delay would cause any problems with ongoing construction for the other businesses.

Assistant City Manager Stevens replied that he is working with the one business to schedule the work at the same time as the other businesses, however, delaying the work should not affect the cost estimates.

In response to Mayor Pro Tem Templeman, Mr. Stevens replied that the bid process could be simplified if the property owners secured bids and handled the award of bid, while the City managed the billing process.

MOTION: It was moved by Councilmember Bertone, seconded by Councilmember Badar, to authorize a transfer of \$210,000 from General Fund Reserve for construction costs related to work on the downtown facades for five store fronts. The motion carried unanimously.

8. OTHER MATTERS

a. Adoption of Recognized Obligation Payment Schedule. (Successor Agency Action)

Assistant City Manager Duran summarized requirements of ABx1 26 that, until all obligations are retired, a Successor Agency must bi-annually adopt a Recognized Obligation Payment Schedule (ROPS) for the period May-June 2012 by March 1, 2012 and for period July-December 2012 by October 2012. Staff submitted two schedules for Successor Agency approval and recommended adoption of both versions of the ROPS schedule.

MOTION: It was moved by Councilmember Badar, seconded by Mayor Pro Tem Templeman, to adopt two versions of the Recognized Enforcement Obligation Payment Schedule as presented in the staff report. The motion carried unanimously.

b. Oversight Board appointments (Successor Agency Action)

City Manager Michaelis presented a brief background calling for the establishment of an Oversight Board to oversee the actions of the Successor Agency. He reported that Ann Sparks, Bonita Unified School District, has been identified as the Board Member representing the County Board of Education. For the two City appointments, staff recommended Mayor Curtis Morris as the General City Representative and City Manager Blaine Michaelis as the Alternate, and Larry Stevens as the former Redevelopment employee representative. He recommended the following names be submitted to Supervisor Antonovich to consider for the three County appointments: John Davis, Ash Dhingra, Rick Hartman, Scott Dilley, Ted Ross, and as alternate recommendation: Steve Lee.

Councilmember Bertone suggested recommending to Supervisor Antonovich in order of preference the following top three candidates: Ted Ross, John Davis, and Rick Hartman.

City Manager Michaelis said a description and background on each of the candidates will be provided to Supervisor Antonovich for his decision. He added that a list in the suggested order may be submitted, however, staff will be pleased if anyone on the list is appointed.

Mayor Pro Tem Templeman said he would approve the list as submitted by City Manager Michaelis.

Mayor Morris said the only action is the City appointment, which should be done separately.

MOTION: It was moved by Councilmember Bertone to appoint Mayor Curtis Morris as the General City Representative and City Manager Blaine Michaelis as the Alternate, and Larry Stevens as the former Redevelopment employee representative. The motion was seconded by Mayor Pro Tem Templeman and carried unanimously.

Mayor Morris explained that Supervisor Antonovich invited recommendations from each city in his district. Mayor Morris asked for a motion to submit names to Supervisor Antonovich to consider for the three County appointments.

MOTION: It was moved by Mayor Pro Tem Templeman, seconded by Councilmember Badar, to submit the names as recommended by City Manager Michaelis to Supervisor Antonovich for the three County appointments. The motion carried unanimously.

- c. Report on potential amendments to the San Dimas Municipal Code pertaining to Animal Regulations and Welfare.

Assistant City Manager Duran reported that staff has reviewed the City's existing Municipal Code as it relates to animal regulations and animal welfare. Mr. Duran highlighted a number of significant proposed additions and changes to categories in the Code: Breeding Facilities; Kennels and Animal Facilities; Vicious or Potentially Vicious Dogs; Barking Dogs; and General Animal Care, and requested Council direction for a final code amendment to the animal section of the Municipal Code.

Councilmember Bertone recommended that staff be directed to bring back for City Council review and consideration a comprehensive code amendment to the animal section of the Municipal Code.

In response to Mayor Morris, Assistant City Manager Stevens replied that a good argument could be made that if a facility stops breeding for a period of one year, they would lose the right to re-establish the breeding operation. Staff will review the language in the use permit and apply Zoning Code non-conforming standards.

In response to Mayor Pro Tem Templeman, Mr. Stevens said the use permit goes with the property.

In response to Mayor Morris, Assistant City Manager Duran replied that there are certain thresholds that apply to pet breeding. He said a determination can be made on a breeding facility that loses their right to breed.

Assistant City Manager Stevens said there may be sections in the Zoning Code that may need to be amended as part of the process. He said amendment of the Zoning Code is different than the Municipal Code and may end up going through the Planning Commission depending on the final document.

In response to Mayor Pro Tem Templeman, Mr. Duran replied that the Humane Society will enforce the animal regulations.

In response to Mayor Morris, Mr. Duran said depending on the license fee, the fee should cover the cost of inspections and there should be no additional contract cost to the City.

It was the consensus of the City Council to direct staff to bring back for Council consideration a comprehensive code amendment to the animal section of the Municipal Code.

9. ORAL COMMUNICATIONS (Speakers are limited to five (5) minutes or as may be determined by the Chair.)

- a. Members of the Audience

Susie Crawford invited dignitaries to the ceremonial tree planting at 12:00 p.m. on Saturday, March 3, 2012, at Frank G. Bonelli Park. She added that Student Mayor Sacro is on the volunteer list and will be there on Saturday.

- b. City Manager

There was no report.

- c. City Attorney

There was no report.

d. Members of the City Council

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

There was no report.

- 2) Individual Members' comments and updates.

A) Councilmember Ebner appreciates the students coming out to join the City Council.

B) Councilmember Bertone announced the following three important dates:

- 1) 9:00 a.m. – 3:00 p.m., Saturday, March 3, 2012 Arbor Day at Bonelli Park, free admission to a fantastic program;
- 2) Tuesday, March 6, 2012, Walnut Creek project, located between the Baptist College and the Tzu Chi Foundation in Via Verde, for a community meeting to offer input on what the property should look like;
- 3) Mark your calendars on September 28, 2012 for San Dimas Day at the Fair. He expects everyone to ride the float this year.

Mayor Morris thanked everyone who stayed at the meeting for the entire length of time and invited students interested in budgeting, to stay for continuation of the initial review of the budget which will reconvene in the Conference Room.

10. ADJOURNMENT

Mayor Morris adjourned the regular City Council meeting at 9:00 p.m. to reconvene the Budget Study Session in the City Council Conference Room. The next City Council meeting will be held on Tuesday, March 13, 2012, 7:00 p.m.

Respectfully submitted,

Ina Rios, CMC, City Clerk



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of March 13, 2012

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

Subject: **Cash Contract No. 2012-01, Pavement Preservation Slurry Project in Maintenance Zone "F", to Doug Martin Contracting Co., Inc. in the amount of \$393,301.49**

BACKGROUND

Sealed bids were received by the City Clerk on Tuesday, March 6, 2012, and publicly opened for Cash Contract No. 2012-01, Pavement Preservation Slurry Project in Maintenance Zone "F". Zone "F" encompasses streets east of Puente St. and north of Via Verde Ave.

The project is broken down into two phases: Phase 1 includes many streets within Zone "F" with the exception of some streets paved as part of Zone F Pavement Project in 2005. Phase 2, Upon completion of the rehabilitation of eastbound Via Verde Ave., starting at Puente to San Dimas Ave., the balance of Via Verde Ave. will be slurred.

The project consists of applying an herbicide (Round Up) to control vegetation, crack seal then apply a tire-rubber modified slurry seal. Seven bids were received as follows:

1. Doug Martin Contracting Co., Inc.	\$393,301.49
2. American Asphalt South, Inc.	\$412,287.93
3. All American Asphalt	\$431,514.00
4. Pavement Coatings Co.	\$432,751.33
5. Roy Allan Slurry Seal, Inc.	\$449,949.13
6. Sully-Miller Contracting Co.	\$472,747.50
7. Mission Paving & Sealing, Inc.	\$528,495.00

DISCUSSION

For fiscal year 2011-12, a total of \$460,000 is budgeted in Fund 02-Gas Tax, Fund 12-Infrastructure Fund and Fund 73-Prop C Fund as part of the Pavement Preservation Program allocated for slurry seal and Via Verde pavement repairs within the Zone F as well as pavement repairs city-wide.

This year in an effort to streamline slurry work into a manageable and effective program with an ultimate goal of having all City streets appearing consistent in quality of slurry application in terms of workmanship and material consistency. To achieve this, this years proposal has been bid with a provision for annual renewal that includes the following provisions:

- Contract has minimum 3 move-in operations to take advantage of all seasons.
- Each move-in includes a minimum 200 tonne slurry placement.

As mentioned this contract has a provision for annual renewal with a cost of living provision that allows for fluctuations based on petroleum prices. Unit prices may be adjusted up or down allowing the

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contract to maintain competitive pricing during each year's contract period. The contract also has a cancellation provision for poor performance or insolvency.

Staff reviewed the bid proposal, and references provided by the lowest responsible bidder, Doug Martin Contracting Co., Inc. It was confirmed through the State Contractor's License Board that the contractor's license #470131, C-12; expires on 3/31/2013. All references contacted were positive in favor of the contractor. The contractor submitted a Bid Bond as security in accordance with the requirements of the specifications. Doug Martin has previously contracted with the City and has satisfactorily completed several slurry seal projects.

If the construction contract were to be awarded to the apparent low bidder, Doug Martin Contracting Co., Inc., the contract budget would be as follows:

Construction Cost	\$393,301.49
Material Testing	20,000.00
Field Inspection Assistance	<u>13,000.00</u>
Total	<u>\$426,301.49</u>

Due to escalating or increasing oil prices in the last several weeks, this year's basic tonnage price for Type I modified slurry is almost 25% higher than last year's low bid price submitted by Dough Martin. In view of the steep or high bids received its highly likely that to proceed with the east bound Via Verde Pavement repairs between San Dimas Ave. and Puente, Council would have to consider appropriating additional funds in the amount of approximately \$120,000.00. Bids for this project open on Thursday, March 8, 2012.

RECOMMENDATION

Staff recommends that Council consider awarding Cash Contract No. 2012-01, Pavement Preservation Slurry Project in Maintenance Zone "F" to Doug Martin Contracting Co., Inc. in the amount of \$393,301.49.

Respectfully submitted,



Krishna Patel
Director of Public Works

Attachments: CC2012-01 Summary of Bid Results

Bids for
Cash Contract No. 2012-01
Pavement Preservation Slurry Project in Maintenance Zone "F"

Item	Quantity	Description	1) Doug Martin Contracting		Roy Allan Slurry Seal		Mission Paving & Sealing	
			Unit	Total	Unit	Total	Unit	Total
1	1,477 Tons	Type 1 Tire Rubber Modified Slurry Seal of Designated City Streets in Maintenance Zone F as listed in Appendix A, complete in place for the tonnage price of.	\$ 237.37	\$ 350,595.49	\$ 280.69	\$ 414,579.13	\$ 325.00	\$ 480,025.00
2	Lump Sum	Crack Seal of Designated City Streets within Maintenance Zone F, complete in place per linear foot bid of.	\$ 0.33	\$ 42,706.00	\$ 0.27	\$ 35,370.00	\$ 0.37	\$ 46,470.00
		Total		\$ 393,301.49		\$ 449,949.13		\$ 528,495.00
Item	Quantity	Description	3) All American Asphalt		2) American Asphalt South		Sully Miller Contracting	
			Unit	Total	Unit	Total	Unit	Total
1	1,477 Tons	Type 1 Tire Rubber Modified Slurry Seal of Designated City Streets in Maintenance Zone F as listed in Appendix A, complete in place for the tonnage price of.	\$ 262.00	\$ 386,974.00	\$ 248.09	\$ 366,428.93	\$ 277.50	\$ 409,867.50
2	Lump Sum	Crack Seal of Designated City Streets within Maintenance Zone F, complete in place per linear foot bid of.	\$ 0.34	\$ 44,540.00	\$ 0.35	\$ 45,850.00	\$ 0.48	\$ 62,880.00
		Total		\$ 431,514.00		\$ 412,278.93		\$ 472,747.50

Item	Quantity	Description	Pavement Coatings Co.	
			Unit	Total
1	1,477 Tons	Type 1 Tire Rubber Modified Slurry Seal of Designated City Streets in Maintenance Zone F as listed in Appendix A, complete in place for the tonnage price of.	\$ 262.00	\$ 386,974.00
2	Lump Sum	Crack Seal of Designated City Streets within Maintenance Zone F, complete in place per linear foot bid of.	\$ 0.34	\$ 44,540.00
		Total		\$ 431,514.00



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of March 13, 2012

From: Blaine Michaelis, City Manager

Initiated By: Public Works Department *LM*

Subject: **Repair of Localized Slope Failure on Golden Hills Road**
1. Appropriation of \$75,000 from the Emergency Fund.
2. Award of Cash Contract No. 2012-02 Golden Hills Road Localized Slope Repairs to Bighorn Grading and Engineering, Incorporated for the amount bid of \$52,640 and waive minor bid informality.

Summary

This project is to repair a localized slide that undermined about 40 feet of Golden Hills Road at the hair pin turn (attached aerial). The repair is necessary to maintain continued emergency access on Golden Hills Road while Staff pursues a potential southern realignment of the Road with County officials. Staff anticipates that the realignment process will take a long time. In the interim, while the Golden Hills Road will remain closed to the public, this repair will minimally keep, and maintain the current alignment available for emergency access.

The project budget including construction, engineering and contingency totals \$75,000. The slide occurred during the state declared emergency rain event in 2010, making the project eligible for 50-75% reimbursement from the State. However, the City would need to fund the entire project amount and then file a claim with the State for the reimbursable amount. Staff is requesting that Council consider appropriating \$75,000 from the Emergency Fund with the expectation that 50-75% of the new appropriation will be reimbursed by the State.

The second request is for the City Council to consider awarding the construction portion of the project: Cash Contract No. 2012-02 Golden Hills Road Localized Slope Repair to Bighorn Grading and Engineering, Incorporated for the construction bid amount of \$52,640. There was bid discrepancy of \$0.09 (total on the contract) that was a multiplication error caused by rounding the unit price. As this math error is minor in nature and did not effect which contractor was the lowest bidder, Staff is requesting that Council waive the error as an informality. The project specifications direct that in the event of such a discrepancy, the unit price will govern.

BACKGROUND

Golden Hills Road located on the north east side of the City is a narrow, winding old County Road that was built prior to the City's incorporation. It is 17 feet wide at its narrowest and has extremely steep slopes on the north and east sections of road. Because of excessive slide activity over the last few years and especially last year, the road was closed to public access in December of 2010. Staff is pursuing realignment of the road to the south which would cross into Los Angeles County property. Negotiations for the realignment of the road will likely be of extended duration. In the meantime, Golden Hills Road continues to serve as a vital emergency access for residents of Caballo Ranch Road as well as the San Dimas Dam. In order to maintain the serviceability of Golden Hills Road and provide

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safe continued emergency access, the slope subsidence below the hair pin turn needs to be repaired. Detailed design plans were developed by a Geotechnical Engineer to repair the slope and mitigate the causes of the subsidence.

Sealed bids were received by the City Clerk on Tuesday, March 6, 2012 and publicly opened for Cash Contract No. 2012-02 Golden Hills Road Localized Slope Repairs. The project consists of restoration of the slope below the hair pin turn on Golden Hills Road (please see the attached aerial). The slope was damaged during heavy rains last winter the repairs are needed to stabilize the roadway. The repairs include removal of approximately 160 Cubic Yards of unstable material, and then installation of approximately 265 Cubic Yards of fill material. The fill material will be placed in benches with a geogrid mat to provide additional stability. Also included in the project is the installation of additional pipe at the bottom of the slope directing flows further downstream, a concrete headwall and an overflow drain to prevent future erosion of the slope.

The bid results are as follows:

1. Bighorn Grading	\$ 52,640.00
2. McKenna General Engineering	\$ 52,896.00
3. Lee Construction Co	\$ 57,066.00
4. Waters Edge Construction	\$ 68,000.00
5. Cal Fran Engineering	\$ 71,664.00
6. PC Peterson/Chase	\$ 74,626.00
7. Post Earthworks	\$ 79,400.00
8. Perry C. Thomas	\$ 87,357.00

If Council were to award the project the recommended budget would be as follows:

Construction	\$52,640.00
Survey	\$ 5,000.00
Geotechnical Engineering	\$ 7,500.00
~18% Contingency (construction)	\$ 9,860.00
 Total Project Budget	 \$75,000

DISCUSSION

The recommended project budget is \$75,000 of which Staff anticipates that 50%-75% of the project cost will be reimbursed by the State (CalEMA). However, funds provided by the State will be reimbursement of actual expenses, so the City will need to front the entire project budget with the expectation of 50-75% reimbursement. Therefore staff recommends that council consider appropriating \$75,000 from the Emergency Fund for this project. Once all reimbursement is received, Staff believes the total City expenditure will be close to \$35,000.

Staff has reviewed the bid proposal and bid bond provided by the lowest responsible bidder, Bighorn Grading and Engineering Incorporated. The contractor's bid bond is issued by an admitted surety, as required by Public Contract Code 20170. Staff confirmed through the State Contractor's License Board that the contractor's license number 710814 Class A expires on 08/31/2013. Interview of the Contractor's references were positive and provided verification that the contractor has successfully completed similar work for Caltrans.

On the bid documents, Bighorn Grading had a minor multiplication error totaling \$0.09 when transferring unit item pricing to the extension bid item amount. It appears to be a rounding error. As the adjustment is minor, not impacting which contractor is the lowest bidder; Staff recommends that Council waive this discrepancy as an informality, and award the project to Bighorn Grading and Engineering, Incorporated. Per the bid specifications, the unit item pricing will govern.

RECOMMENDATION

Staff recommends the City Council consider:

- 1. Appropriation of \$75,000 from the Emergency Fund.**
- 2. Award of Cash Contract No. 2012-02 Golden Hills Road Localized Slope Repairs to Bighorn Grading and Engineering, Incorporated for the amount bid of \$52,640 and waive minor bid informality.**

Respectfully submitted,



Shari Garwick
Senior Engineer

Attachment: Golden Hills Road Aerial

03-12-05 sg





Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of March 13, 2012

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

Subject: **Repair/Rehabilitation of eastbound Via Verde Ave – San Dimas Ave. to Puente Street**

1. **Appropriation of additional \$116,000.00 from Infrastructure Funds**
2. **Award of Cash Contract No. 2012-03 Repair/Rehabilitation of eastbound Via Verde Ave – San Dimas Ave. to Puente Street to All American Co., Inc. in the amount of \$133,133.00**

BACKGROUND

Sealed bids were received by the City Clerk on Thursday, March 8, 2012, and publicly opened for Cash Contract No. 2012-03, Via Verde Ave. Reconstruction Project–San Dimas Ave. to Puente Street.

The project consists of repaving most of the #1 (left lane) and turn pockets on eastbound Via Verde Ave. beginning east of Puente Street to San Dimas Ave. The contract allows 7 working days for the project. Upon completion of the paving the balance of the pavement will be slurry sealed followed by restriping the street to include a parking/bike lane. The restriping allows for additional parking along Via Verde Park.

Seven bids were received as follows:

	<i>Company Name</i>	<i>Total Bid</i>
1	All American Asphalt	\$133,133.00
2	Hardy & Hardy	\$138,831.00
3	Sequel Contractors Inc.	\$144,110.00
4	Excel Paving Co.	\$144,732.00
5	Western Paving	\$147,340.00
6	Gentry Brothers Inc.	\$148,350.00
7	G Coast Construction Inc.	\$244,260.00

5.6

If the construction contract were to be awarded to the apparent low bidder, All American Asphalt, the contract budget would be as follows:

Construction Cost	\$133,133.00
Material Testing	\$ 7,000.00
Survey (Monumentation)	\$ 5,000.00
Contingency –	<u>\$ 4,867.00</u>
Total	<u>\$150,000.00</u>

DISCUSSION

For fiscal year 2011-12, a total of \$460,000 is budgeted in Fund 02-Gas Tax, Fund 12-Infrastructure Fund and Fund 73-Prop C Fund as part Pavement Preservation Program allocated for slurry seal and pavement repairs on Via Verde within the Zone F and as well as-needed city-wide pavement repairs.

Staff reviewed the bid proposal, and references provided by the lowest responsible bidder All American Asphalt. It was confirmed through the State Contractor's License Board that the contractor's license #267073, A & C-12; expires on 1/31/2014. All references contacted were positive in favor of the contractor. The contractor submitted a Bid Bond as security in accordance with the requirements of the specifications. All American Asphalt has previously contracted with the City and has satisfactorily completed several projects.

With the award of Cash Contract 2012-01 Pavement Preservation Slurry Project for Zone F and because of higher bid prices due to recent escalating oil prices eroding almost the entire funds budgeted for Via Verde Pavement repairs has left fund balance (\$460,000-\$426,300) of approximately \$34,000 only. Therefore, to proceed with the project, staff recommends that Council consider appropriating (\$150,000-\$34,000) an additional \$116,000 from the Infrastructure Funds.

RECOMMENDATION

Staff recommends that Council consider the following:

- 1 Appropriation of additional \$116,000.00 from Infrastructure Funds.**
- 2 Award of Cash Contract No. 2012-03 Repair/Rehabilitation of eastbound Via Verde Ave – San Dimas Ave. to Puente Street to All American Co., Inc. in the amount of \$133,133.00.**

Respectfully submitted,



Krishna Patel
 Director of Public Works



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the Meeting of March 13, 2012

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

Subject: **Lone Hill and Arrow Highway Widening, Median and Signal Modification Project-
Waiver of Formal Bid Process to Purchase Signal Poles and Signal Gear
Equipment from JTB Supply, Inc. and Lingo Industrial Electronics**

SUMMARY

Council consideration and approval to Waive formal Bid Process to Purchase Signal Poles from JTB Supply in the amount of \$39,349.00 and Purchase Signal Gear Equipment from Lingo Industrial Electronics in the amount of \$18,074.25 in regards to the above referenced Lone Hill and Arrow Highway project.

BACKGROUND

The environmental impact report recommended mitigation measures including construction of eastbound and westbound right turn lanes on Arrow Highway. Since the Costco development in San Dimas and the Diamond Ridge development in Glendora were under consideration in the same general time frame, Glendora and San Dimas entered a Memorandum of Understanding (MOU) which provided for the developments to share the cost of the recommended mitigation measures.

Further review of the mitigation measures disclosed that construction of the recommended right turn lanes would require acquisition of street right-of-way at both the northeast and southwest corners of the intersection and probably would be cost prohibitive. Therefore an alternative was sought that could be constructed with less private property intrusion and cost impacts while yielding acceptable traffic levels of service.

Costco's Proposal

Costco's Engineers offered an alternative concept for consideration. The concept proposed dual left turn lanes for eastbound traffic and conversion of the existing westbound curb lane to a right turn only lane. It was not considered viable for the following reasons:

1. The San Dimas standard for Arrow Highway requires three lanes in each direction. The alternative concept downgrades the westbound facility by reducing the through lanes from three to two and would result in severe traffic congestion.
2. Proposed lane widths did not meet City (10.5' westbound at the BCR and 11' for eastbound) standards. The City/County standard is 13' with a minimum of 12'.
3. The proposed right turn lane would create a "trap lane" situation which would require all westbound drivers traveling in the curb lane to turn right at Lone Hill Avenue. This is inconsistent with the remainder of Arrow Highway from White Avenue to Valley Center Avenue

(approximately 4.5 miles) as it would be the only location where vehicles in the curb lane are forced to turn right at an intersection.

City's Proposal

An alternative concept was prepared based on the following goals:

1. Reduce the need for right-of-way acquisition and the cost of construction.
2. Increase the queuing capability for the eastbound left turn movement.
3. Provide equivalent or improved level of service.

The proposed concept provides eastbound dual left turn lanes and maintains the existing three lane configuration for westbound traffic. It can be accomplished through removal of approximately 200 feet of the median on the west leg and widening the north side of Arrow Highway by 4 feet from approximately 300 feet east of the intersection to approximately 400 feet westerly thereof. The west leg cross section would provide 12' wide curb lanes, 4 each 11' wide through lanes and two each 10' wide left turn lanes for a total curb-to-curb width of 88'. The east leg would provide 12' wide curb lanes, 4 each 11' wide through lanes, 1 each 10' wide left turn lane and a median gore area.

The cost of the right-of-way and construction would be substantially less than the construction of eastbound and westbound right turn lanes as recommended in the environmental impact report. Therefore due to these benefits and advantages it is suggested to pursue the City's proposal, which addresses the environmental impact reports peak hour traffic volume movement distribution through the intersection.

Design

In Fiscal 2010-11, funds were allocated to proceed with the proposed complicated engineering design that would also entail relocation of some existing utilities. The street and signal modifications plans are almost 95% complete and the utility relocations have been scheduled, however, it has taken several months to acquire almost 700 square feet of right of way easements for widening from the entity that owns the Big 5 property. With the negotiations almost concluded and the property owners now on board with a commitment, allows the City to move forward with the project. To ensure a timely start of the project with minimum constructions delays it would be prudent to preorder all traffic signal equipment earlier as these items have a long a procurement of approximately 12 to 14 weeks delivery.

Preorder of Traffic Signal Equipment

In Fiscal 2011-12, \$650,000 is budgeted for the construction of the project with part of the costs offset by a City of Glendora contribution. Therefore, to ensure timely completion of the project it's critical that the purchase and delivery of the signal poles and signal gear equipment are scheduled now.

Sealed bids were received by staff on February 22, 2012 for the Informal Request for Bids for Traffic Signal Equipment at Lone Hill Avenue/Arrow Hwy. The Bid Specifications outlined the traffic signal pole, mast arms and equipment required for this project. The bids were received as follows:

SIGNAL GEAR BID RESULTS		
1	**Lingo Industrial Electronics	\$ 18,074.25
2	McCain, Inc.	\$ 18,422.37
3	JTB Supply	\$ 19,871.89

SIGNAL POLE BID RESULTS		
1	**JTB Supply	\$ 39,349.00
2	McCain, Inc.	\$ 40,835.00
3	Lingo Industrial Electronics	\$ 43,909.98
4	Pacific Lighting, Inc.	\$ 46,275.00

DISCUSSION

Staff reviewed all bid proposals and references provided by both the lowest responsible bidder for the signal poles and signal gear suppliers

If the bid were to be awarded to the lowest bidder for the Signal Gear, the manufacturing lead time would be approximately 6 to 8 weeks after receipt of the order. In regards to Signal Poles, the manufacturing lead time would be approximately 12 to 14 weeks after receipt of the order. Staff confirmed with the manufacturer that delivery lead time of 12 to 14 weeks is a realistic time frame for this order. At the time of this report, delivery dates are scheduled for June 2012 delivery. With this delivery date, Staff anticipates awarding the Construction in July 2012 with the intent of commencing the construction soon after.

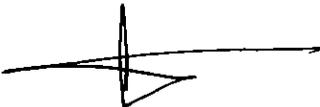
In addition, with Council's consideration and budget approval, Staff will include the reconstruction and rehabilitation of Lone Hill Avenue from Arrow to Cienega as part of the same project. The inclusion of this project will lessen the construction impact in our prime commercial area to only one instance. Presently staff is diligently working towards this goal as we finalize all design plans for this project.

RECOMMENDATION

Staff recommends that Council consider waiving the formal bid process for the Lone Hill and Arrow Highway Widening, Median and Signal Modification Project and approve the following

- Award the purchase agreement to JTB Supply in the amount of \$39,349.00 for the purchase of the traffic signal poles
- Award the purchase agreement to Lingo Industrial Electronics in the amount of \$18,074.25 for the purchase of the traffic signal gear and equipment.

Respectfully Submitted,



Krishna Patel
Director of Public Works

03-12-08 kp



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
 For the meeting of **March 13, 2012**

From: Krishna Patel, Public Works Director *[Signature]*

Subject: **Approval of Engineering Services Agreement with WKE Inc. Engineers and Planners for the Bridge Widening, Bikeway Improvements at Foothill Blvd over San Dimas Wash Project in the amount of \$325,119 (Federal Project No. BHLS 5367 (013))**

Summary

Council consideration and approval to award the Engineering Services Agreement contract to WKE Inc. Engineers and Planners for the above referenced project in the amount of \$325,119.00. This improvement will alleviate the bottleneck at the San Dimas Wash. In 2011, the City was awarded \$2.4 million by the Federal Highway Bridge Program to widen Foothill Blvd. over the San Dimas Wash. This widening will accommodate sidewalks and 6 foot bike lanes in both directions on one of the City's major east west routes and a local alternative to the I-210 freeway.

BACKGROUND

Foothill Blvd. is our major east west route and is a local alternative to the I-210 freeway. Foothill Blvd is on the City's 2011 Bicycle Master Plan with bike lanes leading to the San Dimas Wash; however, the lanes here bottle neck and do not cross the San Dimas Wash. In April 2011, the City was awarded \$2.4 million by the Federal Highway Bridge Program (HBP) funding to widen Foothill Blvd over the San Dimas Wash. The widening will accommodate sidewalks and 6 foot bike lanes in both directions, including 4 lanes for a total width of 96 feet plus barriers. Due to the high skew and wash alignment curvature, the project will include widening the approach roadway approximately 450 feet on south approach and 300 feet on north approach. The project will also include abandonment of partially buried three-span 1928 bridge. Pacific Municipal Consultants is currently preparing the environmental documents, with the CEQA and NEPA clearances expected in April 2012 and our goal is to commence the bridge improvements in spring/summer 2013.

As mentioned in April 2011, the City was advised that our funding request was approved, and that the project would be programmed as part of HBP in 2011/2012:

Total project costs are estimated as follows:

YEAR	PHASE	HBP FUNDING	LOCAL FUNDING	TOTAL
2011/2012	Prelim Engineering (PE)	\$405,000	\$46,455	\$451,454
2012/2013	Right of Way (ROW)	\$95,000	\$11,000	\$106,000
2012/2013	Construction (CON)	\$1,890,000	\$216,785	\$2,106,785
	<i>Total</i>	\$2,390,000	\$274,240	\$2,664,240

With the above approved total grant funding, the City is still required to obtain a separate approval for each phase of the above mentioned phases of PE, R.O.W. and CON to be eligible to receive the next phase of

6.2

funding. As any expenditure incurred prior to any approvals are designated ineligible for any reimbursements. It is this part of the process of the program that often takes the longest to achieve. It is a process that needs patience and perseverance.

RFP – SCOPE OF WORK AND REQUIREMENTS

Due to the funding source the City is required to follow the Federal Highway Administration and Caltrans requirements. Therefore from December 5, 2011 staff prepared request for proposal (RFP) which was advertised in the local newspaper and posted on the City website. In addition several firms experienced in this type of design and work were solicited to submit proposals based on a detailed concept. The RFP included the following main tasks that require coordination and approvals with City, County and Caltrans:

- Surveying
- Research and Data Collection
- Preliminary Right-of-way Surveys, Base Mapping and Appraisals
- Geotechnical Evaluation
- Geometric Approvals, Plans, Specifications and Cost Estimates
- Traffic Control Plan
- Presentations, Meetings and Coordination
- Bid and Construction Phase Technical Support

ANALYSIS

On January 9, 2012, the City received four proposals and all four were interviewed by a panel on January 18, 2012. The interview panel was comprised of Director of Public Works, Senior Engineer, LA County Bridge Design Engineer, Caltrans Senior Bridge Engineer and City Engineer (RKA). The proposals were to be rated and ranked per the attached evaluation form included in the RFP. The maximum possible points are 100 points.

A selection process comprising an evaluation and interview was used. The process is as follows:

- Proposals are request in which the fee proposals are submitted in a separate, sealed envelope. The proposals provided in the manner give the City the ability to negotiate in the event fees exceed the City's budget estimate for the work.
- Proposals are received and evaluated by the panel.
- Firms are interviewed and evaluated by the panel.
- Final evaluation forms are finalized and tabulated.
- Proposals are requested in which the fee proposal is submitted in a separate sealed envelope and opened after the interviews so that the proposed fee does not influence evaluation of proposals and interviews.

In summary the panel recommended that project team proposed by WKE Inc. Engineers and Planners is well qualified and demonstrated their thorough knowledge of project requirements and staff confirmed with through reference checks their experience, quality of workmanship and delivery. Staff and WKE were also successfully in negotiating the final fees that were fair, reasonable and met budget expectations.

Non-discrimination provisions apply to all programs and activities of Federal aid recipients and regardless of tier (49 Code of Federal Regulations, CCFR, Part 21). Pursuant to the Federal regulations, Disadvantaged Business Enterprise (DBE) requirements must be satisfied with this project. A DBE goal of 18% was established for this contract and this is made of 12% Race Conscious Underutilized Disadvantage Business Enterprise (UDBE) and 6% of Race Neutral DBE. WKE's sub consultant to this contract will be representing the value of work performed by three UDBE/DBE firms in this contract provide a commitment of 25% UDBE and 34% UBE which far exceeds the City's established UDBE and DBE goals.

PROJECT SCHEDULE

The following is our anticipated project schedule. The project is aggressive based on our goal and objective of being under construction by late spring/summer of 2013.

MILESTONE	TARGET
<i>Award Engineering Contract</i>	<i>March 13, 2012</i>
<i>Notice to Proceed with Engineering</i>	<i>March 15, 2012</i>
<i>Environmental Document</i>	<i>July 2012</i>
<i>Final Design</i>	<i>August 2012</i>
<i>Right of Way/Permits</i>	<i>January 2013 (5 months)</i>
<i>Utility Relocations</i>	<i>January 2013</i>
<i>Advertise for Construction Bids</i>	<i>March 2013</i>
<i>Award Construction Contract</i>	<i>March 2013</i>
<i>Begin Construction</i>	<i>Spring 2013</i>
<i>Complete Construction</i>	<i>Fall 2013</i>

AESTHETIC ELEMENT

With Foothill Blvd being on Historical Route 66, Staff has taken the initiative of including in the design of the plain concrete barriers and fencing being more aesthetically pleasing i.e. decorative barriers, railings and/or picket type fencing. Therefore, included in the designs are requirements to provide several design alternatives that do not compromise the overall safety and integrity, but are more aesthetically pleasing and perhaps connected with our history. At the appropriate time, Staff will review and seek Council's approval on the preferred alternative for this aesthetic element of the project.

RECOMMENDATION

- 1) Approve the attached agreement with WKE Inc. Engineers and Planners in the amount of \$325,119 for Professional/Engineering Services with WKE Inc. Engineers and Planners, Inc. for services related to Bikeway Improvements at Foothill Blvd over San Dimas Wash, Federal Project, BHLS 5367 (013).
- 2) Authorize the City Manager to execute all the necessary documents.

Respectfully Submitted,



Krishna Patel
 Director of Public Works

Attachments – Evaluation Form
 Consulting Services Agreement
 Scope of Work/Services

EVALUATION SHEET		
Criteria	Maximum Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work (demonstrated ability to deliver a federally funded bridge project in a timely fashion)	25	
Quality of staff for work to be done (professional and technical level personnel of the prime and subconsultants)	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	15	
Financial responsibility	10	
Total	100	

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made as of **March 13th 2012** by and between the City of San Dimas, a municipal corporation ("City") and **CONSULTANT**, ("Consultant").

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in Exhibit "A", the City's Request for Proposals dated **December 5, 2011** for the **Bridge Widening Services (Bikeway Improvements at Foothill Blvd over San Dimas Wash) Federal Project # BHLS 5367(013)**.

B. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "B" the Consultant's Proposal, dated **February 20, 2012** to the City's Request for Proposals.

B. Level of Services/Time of Performance. The level of and time of the specific services to be performed by Consultant are as set forth in Exhibit "B." and shall continue unless earlier terminated pursuant to the provisions herein.

3. **Compensation.** City agrees to compensate Consultant for each service Consultant performs to the satisfaction of City in such amounts as are set forth in Exhibit "B". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed **Three hundred twenty-five thousand one hundred and nineteen Dollars (\$325,119.00)** absent a written amendment to this Agreement.

4. **General Terms and Conditions.** In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal, the provisions of this Agreement shall control.

5. Addresses.

City: Krishna Patel
Director of Public Works
City of San Dimas
245 E. Bonita Ave
San Dimas, CA 91773

Consultant: Daniel Weddell
Principle
WKE Inc. Engineers & Planners
400 N. Tustin Ave. #285
Santa Ana, CA 92705

6. Status as Independent Consultant.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

7. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

8. Indemnification. Consultant agrees to indemnify the City, its officers, agents, volunteers, employees, and attorneys against, and will defend and hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent or wrongful acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

In the event there is more than one person or entity named in the Agreement as a Consultant, then all obligations, liabilities, covenants and conditions under this Section 8 shall be joint and several.

9. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$500,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; (4) professional liability insurance (errors and omissions) to cover or partially cover damages that may be the result of errors, omissions, or negligent acts of Consultant, in an amount of not less than \$1,000,000 per occurrence; and (5) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than five (5) days prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

10. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically

for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

11. Ownership of Materials. All materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City.

The City acknowledges the Consultant's design documents, including electronic files, as instruments of professional service. Nevertheless, the final work documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modifications to the work documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the work documents by the City or any person or entity that acquires or obtains the work documents from or through the Client without the written authorization of the Consultant.

12. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

C. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, City shall have the right to annul this agreement without liability, or at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift of contingent fee.

13. Dispute Resolution.

A. Dispute Resolution: Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 13.

B. Negotiation and Mediation: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rate share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

C. Confidentiality: All negotiations and any mediation conducted pursuant to Section 13 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

D. Injunctive Relief: Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

E. Continuing Obligation: Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

Failure of Mediation: If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in this Section, the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction.

14. Default.

A. Default. Occurrence of any or all of the following shall, after the giving of the notice required by Section 14.C, constitute a default (each, a **"Default"**) under this Agreement by the non-performing Party:

(i) failure or delay in the due, timely and complete observance and performance of each and every condition, restriction, covenant or obligation applicable to the non-performing Party including, without limitation, the failure of a Party to meet any of the deadlines specified in the Exhibits A and B; and

(ii) failure or delay in the due, timely and complete observance and performance of each and every condition, restriction, covenant or obligation to be observed or performed by the Consultant under this Agreement.

B. Right to Cure Events of Default. Unless a different cure period is expressly provided elsewhere in this Agreement, the Party whose acts or omissions to act give rise to a Default shall be entitled to cure, correct or remedy such Default, if (i) such defaulting Party commences curing said Default within fifteen (15) days after receipt of the Notice of Default and (ii) such defaulting Party thereafter diligently and continuously pursues the curing of said Default and (iii) such defaulting Party fully completes such cure, correction or remedy within forty-five (45) days after receipt of said Notice of Default or, if such Default cannot reasonably be cured within said forty-five (45) day period, within such additional time as is reasonably necessary to cure such Default; provided that if the Default can be cured by the payment or expenditure of money, then the defaulting Party shall fully complete such cure, correction or remedy within fifteen (15) days after receipt of the Notice of Default. If a Default is not cured within the applicable period provided above, then it shall thereafter constitute an **"Uncured Default"**.

C. Notice of Default. The non-breaching Party shall give written notice of default (**"Notice of Default"**) to the non-performing Party, specifying the breach of this Agreement complained of by the non-breaching Party. Failure or delay in giving such notice shall not constitute a waiver of any breach of this Agreement. As provided in Section A., following the giving of such notice, the non-performance which is complained of shall constitute a Default under this Agreement.

D. No Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any rights or remedies in connection therewith or of any other rights and remedies provided by this Agreement or by law, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies, to the extent such remedies are not limited or prohibited by this Agreement or applicable law.

E. Consultant's Obligation. In the event of an **Uncured Default** by Consultant, City may, without further notice to Consultant, undertake all steps City determines necessary to complete Consultant's obligations under this Agreement. In

that event, City shall have no obligation to make any further payments to Consultant for work performed up to the time of the Consultant's **Uncured Default**. In addition Consultant agrees to pay to City all of the additional monies paid by City to third parties to complete Consultant's obligations under this Agreement along with the City's additional costs, including reasonable attorney fees.

15. Extension of Time. The Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the Public Works Director, and if approved, shall require a written amendment to this Agreement fully executed by both parties.

16. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of the City's DBE Program. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Records Retention and Audits.

A. Consultant shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of three (3) years

from the date that City makes final payment to Consultant or until audit resolution is achieved whichever is later, and all other related, pending matters are closed.

B. Upon request, at any time during normal business hours and as often as City or any duly authorized representative may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records related to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for three (3) years from the date that City makes final payment to Consultant or until audit resolution is achieved, whichever is later, and all other related, pending matters are closed.

19. Cost Principles.

A. Consultant agrees to comply with the following:

- (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)", shall be used to determine the allowability of individual project cost items, and
- (2) the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

B. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either City, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due City within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, City is authorized to withhold future payments due Consultant.

20. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Scope of Work Changes. City and Consultant may request in writing, at any time, amendments to the scope of work. Within ten (10) days from the date of the written notice, Consultant shall notify City of the impact of such changes on the Scope

of Work, Schedule and Budget. Upon agreement between the parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same.

22. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including non-lobbying disclosure certifying that this proposal to the best of his knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the marking of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The consultant also agrees by submitting his proposal that he shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

23. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

24. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand

during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

25. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

27. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

28. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

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

"City"

ATTEST:

CITY OF SAN DIMAS

By: _____
Ina Rios, City Clerk

By: _____
Curt Morris, Mayor

Approved as to form:

CONSULTANT

By: _____
City Attorney

By: _____

Its: _____

Scope of Work

February 20, 2012

BRIDGE WIDENING SERVICES

Bikeway Improvements at Foothill Blvd over San Dimas Wash

Prepared For:

City of San Dimas

245 E. Bonita Ave
San Dimas, CA 91773

Prepared By:

WKE, Inc.
400 N. Tustin Ave, Suite 285
Santa Ana, CA 92705
714-953-2665

Project Description

The Foothill Blvd Bridge over San Dimas Wash project is located 60 west of Walnut Avenue and 812 feet east of San Dimas Avenue. The bridge is owned by the City of San Dimas and inspected by the County of Los Angeles. The existing structure is a 30 feet wide reinforced concrete box culvert. It would be extended at both the north and south ends to accommodate bike lanes and pedestrian access. The new extended structure would be single span structure to accommodate a sidewalk on the south side, 6 foot bike lanes, 5 foot right shoulders in both directions, 4 through lanes, a left turn pocket with median, and a horse trail for a total width of 96 feet plus concrete barriers. Bridge Inspection Report dated January 27, 2011 indicates that the bridge is classified as Functional Obsolete (FO) due to narrow roadway travel width, transverse cracks, exposed rebars at the soffit and soffit cold joint. The bridge currently has a Sufficiency Rating (SR) of 65.

The major elements of work required for this work are:

1. Bridge will be widened from 62 feet to 96 feet to match with the approach roadway width.
2. Repair transverse cracks and exposed rebars at the soffit and soffit cold joint of the bridge.
3. Cap and fill the abandoned bridge structure located immediately west of the project bridge.
4. The north side of Foothill Blvd will match the existing decomposed granite equestrian trail. The south side of Foothill Blvd will be improved with curb, gutter, and sidewalk to match existing approaches. Approximately 450 feet of sidewalk with curb and gutter construction will be required at the roadway approaches.
5. Accesses to Los Angeles Flood Control District property and adjacent businesses will be obtained.
6. Street lights on both sides of Foothill Blvd.
7. Median reconstruction.
8. Preliminary ROW services for temporary construction easement and permanent easement/acquisition for the Los Angeles County Flood Control District property is included.
9. The bridge is assumed to be constructed from the top down with no falsework in the bottom of the channel.
10. Design around a 30" waterline crossing under the channel along the north edge of the bridge.

The project will be constructed while maintain a minimum of one lane in each direction on both sides at all time.

CEQA/NEPA documents are currently prepared by Pacific Municipal Consultants (PMC). It is anticipated that CEQA/NEPA documents will include a biological survey and be cleared in early July in order for the right-of-way acquisition activities to proceed.

This scope does not override the RFP requirements except for the following items of work:

- Aerial topo is not required
- Median landscaping limited to reconstruction of medians disturbed by the project
- Water fountain and park bench are not required.
- Consultant not required to review shop drawing submittals during construction phase

The summary of project deliverables are presented below.

Task 1 – Research and Data Collection

Task 1.0 Research and Data Collection

CONSULTANT will obtain from the City, County, Caltrans, utility companies, and other agencies the following:

1. Mapping and design information from the City for street improvement projects
2. Hazardous material/waster information (to be provided by PMC)
3. Preliminary materials (geotechnical) information
4. Environmental resources inventory and issues (to be provided by PMC)
5. Right-of-way and utility plans

Task 2 – Surveying

Task 2.0 Surveying

CONSULTANT will perform survey research at the City and the County to obtain vertical and horizontal control, record maps, centerline ties, right-of-way maps and deeds, and other pertinent information. Field survey will be performed for roadway and structures design, verifying existing clearances, power line sag elevations and flow line elevations at the drainage. CONSULTANT will establish positions on geotechnical boring locations and pothole locations

Task 3 – Preliminary Right-of-Way (ROW) Surveys and Base Mapping

CONSULTANT will assist the City in preparing the E-76 package for right-of-way authorization and will meet with Caltrans Local Assistance engineer prior to environment document approval to review for completeness of the package to ensure the E-76 package can be readily approved for the right-of-way acquisition activities to start.

The WKE team identified approximately four (4) properties that could be affected depending on the parameters defined at final design. These parcels represent mixed commercial/industrial uses and the local Flood Control District. The commercial property impacts are minor and require only temporary construction easement interests to reestablish access points to existing operations. These parcels will, nevertheless, be acquired under FHWA and Caltrans guidelines which include Caltrans Right of Way Data Sheets in early design.

It is assumed that the following list of properties would be affected by the project:

No.	APN	Owner	Present Use	Potential Take
<i>North of Foothill Boulevard</i>				
1	8665-008-904	LA County Flood CD	FCD (Public)	Perm Easement
2	8665-008-017	Meredith	Commercial	TCE
<i>South of Foothill Boulevard</i>				
3	8661-014-030	Rudy	Commercial	TCE
4	8661-014-902	LA County Flood CD	FCD (Public)	Perm Easement

Task 3.1 ROW Surveys and Base Mapping

CONSULTANT will compute the existing right of way lines for Foothill Blvd and establish the base mapping for the project utilizing the found centerline monumentation, existing Tract Maps, Parcel Maps, right of way maps, and Assessor Maps. Overlay the computed right of way lines upon aerial photo and survey mapping and review for appropriateness, i.e. fits existing improvements, etc.

Task 3.2 Title Reports

CONSULTANT will perform detailed title search for 6 parcels adjacent to the project.

Deliverables:
Title reports

Task 3.3 Legal Description, plats and right-of-way maps

Upon completion of the preliminary design and with approval of the City, CONSULTANT will compute the right-of-way required to complete the project. CONSULTANT will prepare records of survey, legal descriptions, and plat maps for right-of-way acquisition process. The right-of-way map will be prepared at minimum 1"=20' scale showing the improvements, property ownership, Assessor's parcel numbers, size of each parcel and parcel lines, proposed right-of-way lines, access control, easement (permanent and temporary), significant property ingress modifications, existing utilities and potential

Deliverables:
Legal descriptions
Plat maps
Right-of-way map

Task 3.4 County Flood Control ROW Permits

CONSULTANT will coordinate with Los Angeles County Flood Control District to obtain right-of-way permit.

Task 4 – Geotechnical Evaluation

Task 4.0 Geotechnical Evaluation

Geotechnical Investigation: CONSULTANT will perform geotechnical investigation including a total of four (4) exploratory borings to investigate the subsurface conditions and collect soil samples, in compliance with Los Angeles County standards and requirements. Two borings for the bridge design will be approximately 80 feet deep and two borings for pavement design will be approximately 10 feet deep.

The bridge borings will be located near the proposed abutments. CONSULTANT will prepare a boring location map prior to the field exploration, which will be used to apply for encroachment permits. We anticipate that encroachment permits will be required from City of San Dimas and County of Los Angeles.

The field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the laboratory.

Traffic control will be required for some borings and will be established in accordance with City of San Dimas requirements.

Boreholes will be backfilled with soil cuttings mixed with cement. In paved areas, ground cover will be quick-set cement or cold patch asphalt.

Laboratory Testing: Representative soil samples will be selected for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Anticipated laboratory soil tests include: in-place moisture and density, grain size distribution, direct shear, R-value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Geotechnical Engineering Analyses: Results obtained from the investigation and laboratory testing will be used to characterize subsurface soils and conditions, and create idealized profiles for design purposes. The following analyses will be performed:

- Evaluate seismicity, estimate peak ground acceleration and assess liquefaction potential.
- Perform foundation design for the bridge.
- Evaluate global stability and settlement of earthen embankments.
- Evaluate soil corrosivity.
- Calculate pavement structural sections in accordance with the Caltrans method.

Report Preparation: CONSULTANT will prepare a memorandum for bridge Type Selection Memo. This memorandum will be prepared using assumed soil data. For final design of the bridge, we will prepare a Foundation Report (FR) following Caltrans format. The pavement structural section will be included in a short letter report.

Deliverables:

Design Memorandum for Bridge Type Selection Memo
Foundation Report
Letter Report for Pavement Structural Section

Task 5 – Geometric Approval Plans, Specifications and Cost Estimates

Task 5.1 Preliminary Design

The Preliminary Roadway Plans will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, typical sections and a preliminary Title Sheet. CONSULTANT will determine conceptual contour grading for establishing preliminary right-of-way limits for use in right-of-way delineation plans. Typical cross sections to illustrate lane and shoulders in the lane configurations and other basic cross sectional data will be developed.

Consultant will prepare a Type Selection Memo for a total of two bridge types. A meeting with the County and the City will be held to discuss the two alternatives and to select the preferred alternatives. Consultant will provide three bridge railing alternatives, a standard Caltrans bridge barrier, and sketches of two proposed aesthetic treatments to the concrete barrier.

Seismic retrofit for the existing structure is assumed not required; therefore, seismic analysis for the existing structure will not be performed.

Utility Notifications will be sent out to all utility companies.

CONSULTANT will prepare preliminary cost estimates

Deliverables

Preliminary Design Plans
Bridge General Plan
Two sketches of barrier aesthetic treatment
Preliminary Cost Estimates

Task 5.2 Engineering Design (75%)

The Engineering Design (75%) will incorporate all comments from the City and the County. The Engineering Design package will include the followings:

- Title Sheets
- Typical Cross Sections
- Layout Plans
- Removal Plans
- Profiles
- Construction Details
- Contour Grading
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Temporary Drainage Plans
- Stage Construction Plans
- Construction Area Signs
- Pavement Delineation Plans
- Sign Plans
- Summary of Quantities
- Electrical – Lighting Location Plan
- Utility Plans
- Structure Plans
 - General plan
 - Foundation plan
 - Deck Grid Grade
 - Bridge Removal Details
 - Abutment 1 layout
 - Abutment 2 layout
 - Abutment details No. 1
 - Abutment details No. 2
 - Typical section
 - Bridge deck/slab details No. 1
 - Bridge deck/slab details No. 2
 - CIDH Pile details
 - Approach slab
 - Miscellaneous structural details
 - Crack/Spall Repair details No. 1
 - Crack/Spall Repair details No. 2
 - Aesthetic Concrete barrier (type 26 or 80 modified with decorative railing or picket)
 - Concrete barrier at end of bridge railing and/ or corner of driveway
 - Chain link fence details
 - Channel details No. 1
 - Channel details No. 2
 - Retaining wall details
 - Log of test borings

The Design Plans or specifications will address SWPP, median repair, utility attachments, and deck drainage. The construction cost estimates will be updated based with the up to date design. The cost estimates items will follow Caltrans standard pay items.

Draft Project Special Provisions will be prepared using applicable Caltrans Standard Special Provisions and City special provisions. The City's "boiler plate" documents, including Notice-to-Bidders, proposal, bond forms, insurance requirements and agreements will be combined with special provisions to form the Project Specifications for the bid document.

Deliverables:

- Engineering Design (75%) Plans – in 24"x36" sheet format and PDF format
- Cost Estimates – in 8 ½" x 11" sheet format and Microsoft Excel format
- Draft Project Special Provisions – in 8 ½" x 11" sheet format and Microsoft Word format

Task 5.3 Final Plans (100%)

CONSULTANT will follow the Caltrans practice and the plans will be checked independently by a California registered engineer. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before finalizing the plans.

CONSULTANT will prepare a final quantity takeoff based on the standard Item List developed in accordance with the Caltrans Standard Specifications and SSP. The Consultant will also prepare a complete set of independent quantity check calculations of all structural components. The quantities will be compared with the designer's quantity takeoffs, and all structure bid items will be checked in accordance with Caltrans Bridge Design Aids Section 11 "Estimating".

Suggested Work Days schedules will be prepared.

Final plans, special provisions, and cost estimates will incorporate all comments received from the City and the County.

Deliverables:

- Final Plans – in 24"x36" sheet format and PDF format
- Structure Design and Independent Check Calculations – in 8 ½" x 11" sheet format and PDF format
- Design and Check Quantities Calculations – in 8 ½" x 11" sheet format and PDF format
- Final Cost Estimates – in 8 ½" x 11" sheet format and Microsoft Excel format
- Final Project Special Provisions – in 8 ½" x 11" sheet format and Microsoft Word format
- Electronic Design Drawings in AutoCAD format

Task 5.4 Regulatory Permits

It is assumed that there will be no mitigations requirements. CONSULTANT will prepare permit applications for the following regulatory permits:

- Regional Water Quality Control Board (401)
- US Corps of Engineers Nationwide Permit (404)
- Department of Fish and Game Permit (1601/1603)

Deliverables:

- Regulatory Permits 401, 404, and 1601/1603

Upon completing of the design package CONSULTANT will assist the City in preparing the E-76 package for construction authorization and meet with Caltrans Local Assistance engineer to review the package for completeness and have the E-76 package be ready for approval upon city obtained right-of-way certification

Task 6 – Traffic Control Plan

Task 6.1 Traffic Control Plan

CONSULTANT will prepare a temporary traffic control plan in compliance with the MUTCD and based on Foothill Boulevard prevailing speed limit, traffic volume and availability of access to existing business and properties. The plans will include placement of temporary concrete K-rails, advance arrow boards and signage (including bicycle safety signage).

Deliverables:
Traffic Control Plan

Task 7 – Presentation, Meetings and Coordination

Task 7.0 Presentation, Meeting and Coordination

CONSULTANT will assist the City's Project Manager in a design presentation to the City Council. Monthly progress and design meeting will be held with the City to summarize project status, share information, and gain concurrence on key project issues. (Total 10 meetings) CONSULTANT will meet with the County, Caltrans, and other agencies to discuss and obtain project approval on key project issues (Total 2 meetings). Additional project design meeting will be held with design team to coordinate project efforts and deliverables to ensure the project is completed with the schedule.

Task 8 – Bid Phase/Construction Administration

Task 8.1 Bid Support

CONSULTANT will answer questions regarding the Technical Provisions, the design drawings, or conflict in the design during the bidding process. The Consultant will assist the City at no charge in preparation of Addenda regarding conflict in the design and omission of items as required per standard engineering practice.

Task 8.2 Construction Support

CONSULTANT will attend a pre-construction meeting and answer questions regarding the Technical Provisions, the design drawings or conflict in the design during the construction. The Consultant will assist the City at no charge in preparation of Contract Change Order (CCO) regarding conflict in the design and omission of items as required per standard engineering practice.

CONSULTANT will response to Request for Information (RFI) as requested and review Contractor submittals, including shop drawings, as requested by the City.

Upon completion of construction, CONSULTANT will incorporate all redlines prepared by the Contractor and Project Inspector on the signed plans for Record Drawings. Electronic Record Drawings in AutoCAD format and Specifications in Microsoft Word format will be provided to the City.

SCOPE ASSUMPTIONS

GENERAL

1. The City will pay for all permit and processing fees imposed by governing agencies.
2. It is assumed the Environmental Clearance will be a CE/CE. No design or coordination fees are included for environmental mitigation requirements.
3. Right of Way appraisal and acquisition services are not included.

GEOTECHNICAL

1. Handling of hazardous waste encountered during geotechnical exploration is not included in the geotechnical fees. The City will be notified immediately if hazardous materials are encountered during field investigation. Hazardous material investigation tasks are not included in this scope of work. As well, remedial mitigation plans for any removal of hazardous waste are not included in this scope for work.

UTILITIES

1. It is assumed that utilities will not impact the project improvements.
2. Utility companies will perform design work with their own forces in preparing final utility plans for any new utilities. No design fees have been included for the preparation of final signed plans, specifications, and cost estimates for any interim or permanent utility. In addition, for utility facilities within local street arterials it has been assumed that the utility companies will be responsible for preparation of legal descriptions and exhibits and permit procurement for any interim utility requiring temporary easements.
3. The street lighting electrical plans will be provided by SCE. Consultant to provide street lighting location plan to SCE for this work.

FEE Proposal

WKE, Inc.
PROFESSIONAL FEE PROPOSAL
FOR

PROJECT:		Bridge Widening Services Foothill Blvd Bikeway Improvements	CONTRACT NO.	
CLIENT:		San Dimas	OWNER: San Dimas	
Prep. by :		D. Weddell	Date: 2/12/2012	
RFP No :			Date:	
PROPOSED SERVICE:				
PS&E for Widening of Foothill Blvd bridge over San Dimas Wash				
MANHOUR SUMMARY:				
No.	Classification	Manhours	Salary Cost	Total Labor Cost
1	Project Manager	235	68.99	16,213
2	Project Engineer	205	68.00	13,940
3	Roadway Engineer	129	64.06	8,264
4	Assistance Engineer II	166	35.08	5,823
5	Assistance Engineer I	395	30.00	11,850
6	QA/QC Manager	34	87.93	2,990
7	Assistance Engineer I	446	32.00	14,272
8	CAD / Designer	238	28.00	6,664
(1)	Labor Cost (unburdened)	1848		80,015
(2)	Overhead + G&A	125%		100,019
(3)	Total Labor + OH+G&A			180,034
(4)	Fee @	10%		18,003
(5)	Total Burdened Labor + Fee			\$ 198,038
(6)	Escalation Factor (% per year)			\$ -
OTHER DIRECT COST SUMMARY				
	01 Reproductions			300
	02 Mailings			500
	03 Travel/Transportation			330
(7)	TOTAL ODC (Reimb)			\$ 1,130
SUBCONSULTANT SUMMARY				
	01 Civil Works Engineers			46,201
	02 Earth Mechanics			25,255
	03 Coast Survey			30,409
	04 Sage Environmental			12,994
	05 Tatsumi Partners			11,092
(8)	TOTAL ODC (Reimb)			\$ 125,951
(9)	TOTAL PROPOSED AMOUNT			\$ 325,119

WKE, Inc.
PROFESSIONAL FEE PROPOSAL
 for
Bridge Widening Services - Foothill Blvd Bikeway Improvements

Firm	WKE, Inc.	CivilWorks	EMI	Coast Survey	Sage Environ.	Landscape	Totals
Task 1 - Research and Data Collection	\$ 518	\$ 1,468	\$ -	\$ 224	\$ -	\$ -	\$ 2,208
Task 2 - Surveying	\$ 317	\$ -	\$ -	\$ 14,700	\$ -	\$ -	\$ 15,017
Task 3 - Preliminary Right-of-Way Surveys, Base Mapping	\$ 2,040	\$ -	\$ -	\$ 8,880	\$ -	\$ -	\$ 10,920
Task 4 - Geotechnical Evaluation	\$ 824	\$ -	\$ 15,005	\$ -	\$ -	\$ -	\$ 15,829
Task 5 - Geometric Approval PS&E	\$ 146,381	\$ 40,839	\$ -	\$ -	\$ 12,994	\$ 8,701	\$ 208,915
Task 6 - Traffic Control Plan	\$ 4,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,897
Task 7 - Presentations, Meetings and Coordination	\$ 34,488	\$ 3,518	\$ -	\$ 290	\$ -	\$ 2,009	\$ 40,304
Task 8 - Bid Phase/Construction Administration	\$ 8,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,573
ODC	\$ 1,130	\$ 378	\$ 10,250	\$ 6,315	\$ -	\$ 383	\$ 18,456
SUBTOTALS	\$ 193,168	\$ 46,201	\$ 25,255	\$ 30,409	\$ 12,994	\$ 11,092	\$ 325,119
						Subtotal Labor	\$ 306,663
						ODC	\$ 18,456
						Total Executed Fee	\$325,119

Notes



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of March 13, 2012

FROM: Blaine Michaelis, City Manager *BM*

SUBJECT: Authorize the Mayor to sign a letter in support of AB 1600 to authorize the Metro Gold Line Foothill Extension Construction Authority to plan, design, and construct the light rail extension through to the City of Montclair in San Bernardino County.

SUMMARY

Public Utilities Code Section 132400 et seq. authorizes the Metro Gold Line Foothill Extension Construction Authority ("Construction Authority") to plan, design, and construct a light rail project to the City of Claremont ("Gold Line"). The Construction Authority seeks to extend the Gold Line to the City of Montclair. As a regional transportation center, Montclair is the logical terminus for this phase of the Gold Line, allowing for the maximum intermodal interface points through the corridor. In order to proceed with the extension of the Gold Line beyond Claremont, an amendment of the Authority's enabling statute is required.

The proposed bill would authorize the Construction Authority to plan, design, and construct the extension to the City of Montclair. Montclair would be an "extension city," as that term is defined in Section 132400.

A new Section 132455 would authorize the LACMTA to operate the light rail project in San Bernardino County. This is necessary because approximately 3050 feet of the extension to Montclair is located in San Bernardino County, which is outside the jurisdiction of the LACMTA.

The proposed bill also expressly allows the Authority to accept grants, fees, allocations, and transfers of funds from the federal government.

6.6

The revisions to Sections 132410(b)(2)(A) and 132420(d) clarify that the Authority is required to comply with state laws generally applicable to local agency procurements and contracts.

Revised Section 132450 requires the LACMTA to assume responsibility for operating the light rail project upon the completion of various phases of the project, instead of upon dissolution of the Authority. This removes any ambiguity about when operation of the line must commence.

RECOMMENDATION

Authorize the Mayor to sign a letter of support for AB 1600

Attachment:
Support letter
AB 1600

City Council
CURTIS W. MORRIS, Mayor
JEFF TEMPLEMAN, Mayor Pro Tem
DENIS BERTONE
EMMETT BADAR
JOHN EBINER

City Manager
BLAINE M. MICHAELIS

Assistant City Manager / Treasurer
KENNETH J. DURAN

City Attorney
J. KENNETH BROWN



**Assistant City Manager of
Community Development**
LAWRENCE STEVENS

Director of Public Works
KRISHNA PATEL

**Director of Development
Services**
DAN COLEMAN

**Director of Parks
and Recreation**
THERESA BRUNS

City Clerk
INA RIOS

March 14, 2012

The Honorable Norma Torres
California State Assembly
State Capitol, Room 4167
Sacramento, California 95814

RE: Support of Assembly Bill 1600

Dear Assembly Member Torres:

The City of San Dimas expresses support for AB 1600, which would authorize the Metro Gold Line Foothill Extension Construction Authority to plan, design, and construct the light rail extension through to the City of Montclair in San Bernardino County.

The future extension of the line to Montclair could be important for the people who will one day ride the line, adding connect between Los Angeles and San Bernardino counties by light rail. Montclair has an extensive transit center that currently connects multiple bus lines and Metrolink trains from throughout San Bernardino County to one centralized location. Extending the Gold Line to the center will add a seamless connection for future riders to more opportunities using a sustainable travel option.

It is also appropriate for the legislation to include the new language which would allow the Authority to accept grants, fees, allocations, and transfers of funds from the federal government. Without such language, this project would have limited options for funding.

Thank you for your leadership in sponsoring this important legislative change.

Sincerely,

Curtis W. Morris
Mayor, City of San Dimas

ASSEMBLY BILL

No. 1600

Introduced by Assembly Member Torres
(Coauthors: Senators Hernandez and Huff)

February 6, 2012

An act to amend Sections 132400, 132410, and 132450 of the Public Utilities Code, relating to the Metro Gold Line Foothill Extension Construction Authority.

LEGISLATIVE COUNSEL'S DIGEST

AB 1600, as introduced, Torres. Metro Gold Line Foothill Extension Construction Authority.

Existing law creates the Metro Gold Line Foothill Extension Construction Authority for purposes relating to the development of a light rail project extending from the City of Los Angeles to the Cities of Pasadena and Claremont, and authorizes the authority to accept grants, fees, and allocations from the state, local agencies, and private entities.

This bill would provide for the extension of the project to the City of Montclair, instead of the City of Claremont. The bill would authorize the authority to also accept grants, fees, and allocations from federal agencies, and to accept transfers of funds from federal, state, and local agencies.

Existing law creates the Los Angeles County Metropolitan Transportation Authority (LACMTA) and specifies that the LACMTA shall assume responsibility for operating the project upon dissolution of the authority.

This bill would require the LACMTA to assume responsibility for operating all completed phases of the project, and would grant it

authority to operate the portion of the project located in San Bernardino County.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 132400 of the Public Utilities Code is
2 amended to read:

3 132400. For purposes of this chapter, the following terms have
4 the following meanings:

5 (a) The “authority” is the Metro Gold Line Foothill Extension
6 Construction Authority created under this chapter, formerly known
7 as the Pasadena Metro Blue Line Construction Authority.

8 (b) The “board” is the governing board of the authority.

9 (c) The “commission” is the California Transportation
10 Commission.

11 (d) The “LACMTA” is the Los Angeles County Metropolitan
12 Transportation Authority.

13 (e) The “project” is the Los Angeles-Pasadena Foothill
14 Extension Gold Line light rail project, formerly known as the Los
15 Angeles-Pasadena Metro Blue Line, extending from Union Station
16 in the City of Los Angeles to Sierra Madre Villa Boulevard in the
17 City of Pasadena and any mass transit guideway that may be
18 planned east of Sierra Madre Villa Boulevard along the rail
19 right-of-way extending to the City of ~~Claremont~~ *Montclair*.

20 (f) The “extension cities” are the cities of Arcadia, Monrovia,
21 Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne,
22 Pomona, ~~and Claremont~~ *Claremont, and Montclair*.

23 SEC. 2. Section 132410 of the Public Utilities Code is amended
24 to read:

25 132410. (a) The authority has all of the powers necessary for
26 planning, acquiring, leasing, developing, jointly developing,
27 owning, controlling, using, jointly using, disposing of, designing,

1 procuring, and building the project, including, but not limited to,
2 all of the following:

3 (1) Acceptance of grants, fees, ~~and allocations~~ *allocations, and*
4 *transfers of funds* from ~~the federal, state, and local agencies, and~~
5 *as well as* private entities.

6 (2) Acquiring, through purchase or through eminent domain
7 proceedings, any property necessary for, incidental to, or
8 convenient for, the exercise of the powers of the authority.

9 (3) Incurring indebtedness, secured by pledges of revenue
10 available for project completion.

11 (4) Contracting with public and private entities for the planning,
12 design, and construction of the project. These contracts may be
13 assigned separately or may be combined to include any or all tasks
14 necessary for completion of the project.

15 (5) Entering into cooperative or joint development agreements
16 with local governments or private entities. These agreements may
17 be entered into for the purpose of sharing costs, selling or leasing
18 land, air, or development rights, providing for the transferring of
19 passengers, making pooling arrangements, or for any other purpose
20 that is necessary for, incidental to, or convenient for the full
21 exercise of the powers granted the authority. For purposes of this
22 paragraph, "joint development" includes, but is not limited to, an
23 agreement with any person, firm, corporation, association, or
24 organization for the operation of facilities or development of
25 projects adjacent to, or physically or functionally related to, the
26 project.

27 (6) Relocation of utilities, as necessary for completion of the
28 project.

29 (b) The duties of the authority include, but are not limited to,
30 all of the following:

31 (1) Conducting the financial studies and the planning and
32 engineering necessary for completion of the project.

33 (2) (A) Adoption of an administrative code, not later than 60
34 days after establishment of the authority, for administration of the
35 authority in accordance with any applicable laws, including, but
36 not limited to, the Ralph M. Brown Act (Chapter 9 (commencing
37 with Section 54950) of Part 1 of Division 2 of Title 5 of the
38 Government Code), contracting and procurement laws, laws
39 relating to contracting goals for minority and women business

1 participation, and the Political Reform Act of 1974 (Title 9
2 (commencing with Section 81000) of the Government Code).

3 (B) (i) The administrative code adopted under subparagraph
4 (A) shall include a code of conduct for employees and board
5 members that is consistent with Sections 84308 and 87103 of the
6 Government Code and prohibits board members and staff from
7 accepting gifts valued at ten dollars (\$10) or more from contractors,
8 potential contractors, or their subcontractors.

9 (ii) The code shall require the disclosure, on the record, of the
10 proceedings by the officer of the agency who receives a
11 contribution within the preceding 24 months in an amount of more
12 than two hundred fifty dollars (\$250) from a party or participant
13 to a proceeding, and the disclosure by the party or participant.

14 (iii) The code shall provide that no officer of the agency shall
15 make, participate in making, or in any way attempt to use his or
16 her official position to influence the decision in a proceeding, as
17 described in Section 84308 of the Government Code, if the officer
18 has willfully or knowingly received a contribution in the amount
19 of more than two hundred fifty dollars (\$250) within the preceding
20 24 months from a party or his or her agent, or from any participant
21 or his or her agent if the participant has a financial interest in the
22 decision.

23 (iv) Any officer deemed ineligible to participate in a proceeding
24 due to the provisions of this code of conduct may be replaced for
25 the purposes of that proceeding by an appointee chosen by the
26 appropriate appointing authority.

27 (v) Under the code of conduct, board members shall be deemed
28 to have a financial interest in a decision within the meaning of
29 Section 87100 of the Government Code if the decision involves
30 the donor of, or intermediary or agent for a donor of, a gift or gifts
31 aggregating ten dollars (\$10) or more in value within the 12 months
32 prior to the time the decision was made.

33 (vi) Board members and alternate members shall not be
34 considered financially interested, under or for the purposes of
35 Section 1090 of the Government Code, solely by virtue of their
36 holding office with the authority and, concurrently, holding office
37 with an entity set forth in subdivision (a) of Section 132415, an
38 extension city, or both such an entity and such a city, and they may
39 participate in decisions and agreements regarding the authority,
40 any of the entities set forth in subdivision (a) of Section 132415,

1 and any of the extension cities. The participation described in this
2 clause shall not constitute a conflict of interest under or for the
3 purposes of Section 1090 of the Government Code, or an
4 incompatible employment, activity, or enterprise under or for the
5 purposes of Section 1126 of the Government Code.

6 (c) The authority shall make reasonable progress, as determined
7 by the commission, in the design and construction of the project
8 within the timetable imposed under the 1998 State Transportation
9 Improvement Program.

10 SEC. 3. Section 132450 of the Public Utilities Code is amended
11 to read:

12 ~~132450. The authority shall be dissolved upon completion of~~
13 ~~construction of the light rail project. The~~

14 *132450. (a) (1) The LACMTA shall assume responsibility*
15 *for operating all completed phases of the project upon dissolution*
16 *of the authority.*

17 *(2) The LACMTA shall have the authority to operate the portion*
18 *of the project located in San Bernardino County.*

19 *(b) The authority shall be dissolved when project construction*
20 *has been completed.*

21 SEC. 4. No reimbursement is required by this act pursuant to
22 Section 6 of Article XIII B of the California Constitution because
23 the only costs that may be incurred by a local agency or school
24 district are the result of a program for which legislative authority
25 was requested by that local agency or school district, within the
26 meaning of Section 17556 of the Government Code and Section
27 6 of Article XIII B of the California Constitution.