



AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY, APRIL 22, 2014, 7:00 P. M.
CITY HALL COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

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

1. CALL TO ORDER AND FLAG SALUTE

2. RECOGNITION – Ken Brown for 37 years of service to the City of San Dimas

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

a. Members of the Audience

4. CONSENT CALENDAR

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

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

(1) **RESOLUTION NO. 2014-20**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTH OF APRIL, 2014.

b. Approval of minutes for regular meetings of April 8, 2014.

c. Approval of Use Agreement with Los Angeles County Flood Control District - Foothill Equestrian Bridge and Pedestrian/Trail over San Dimas Wash, north of Foothill Blvd and West Woodland Oaks Drive Equestrian Trail

d. Proposed 2014 -2015 Assessment Rates for Open Space Maintenance Districts:

(1) **RESOLUTION NO. 2014 -21**, A RESOLUTION OF THE CITY COUNCIL OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT AN ASSESSMENT FOR FISCAL YEAR 2014 -2015 PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS FOR OPEN SPACE MAINTENANCE DISTRICT NO. 1 (TRACT 32818, BOULEVARD).

(2) **RESOLUTION NO. 2014 -22**, A RESOLUTION OF THE CITY COUNCIL OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA APPROVING THE ENGINEER'S REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT AN ASSESSMENT FOR FISCAL YEAR 2014 -15 PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS FOR OPEN SPACE MAINTENANCE DISTRICT NO. I, ANNEXATION NO. 3 (TRACT 32841, NORTHWOODS) District

e. SGVCOG Updates

END OF CONSENT CALENDAR

5. OTHER BUSINESS

- a. Receive report and recommendations from the Inland Valley Humane Society regarding skunks in San Dimas
- b. Initial direction regarding the adoption of an agreement with FilmLA for the coordination and processing of permits for on-location motion picture, television and commercial productions
- c. Approval of a food concession agreement with Luca Bella for the Walker House
- d. Authorization for paperless filings of Campaign Finance Disclosure Statements

ORDINANCE NO. 1229, AN ORDINANCE OF THE CITY OF SAN DIMAS ADDING CHAPTER 2.60 TO THE SAN DIMAS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPER FILING METHODS OF CAMPAIGN FINANCE DISCLOSURE STATEMENTS

- e. Approval of an agreement for paperless filings of Campaign Finance Disclosure Statements and Statement of Economic Interest

6. 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.

7. ADJOURNMENT

The next meeting will be held on May 13, 2014, 5:00 p.m. for a Study Session regarding the 2014-15 budget. The regular meeting will be at 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 245 EAST BONITA AVENUE DURING NORMAL BUSINESS HOURS. [PRIVILEGED AND CONFIDENTIAL DOCUMENTS EXEMPTED]

POSTING STATEMENT: ON APRIL 18, 2014, 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); ALSO AT THE VONS SHOPPING CENTER (PUENTE/VIA VERDE) AND THE CITY'S WEBSITE AT WWW.CITYOFSANDIMAS.COM/MINUTES.CFM.

RESOLUTION NO. 2014-20

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH OF APRIL 2014**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas
does hereby approve Warrant Register: 04/30/14 (147418 – 147548) in the amount of
\$716,109.50.

PASSED, APPROVED AND ADOPTED THIS 22nd DAY OF APRIL 2014.

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

ATTEST:

Debra Black, Deputy 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 April 22nd, 2014 by the following
vote:

AYES: Councilmembers Badar, Bertone, Ebiner, Templeman, Morris
NOES: None
ABSTAIN: None
ABSENT: None

Debra Black, Deputy City Clerk

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

PO#

CLAIM INVOICE

AMOUNT

DESCRIPTION

WARRANT	DATE	VENDOR	AMOUNT	DESCRIPTION	CLAIM	INVOICE	PO#
147418	04/30/14	A & I REPROGRAPHICS	588.92	PERMIT SHELL, INSP.RPT	RC00038643		
147419	04/30/14	AGUIRRE/GLORIA	13.50	GIFT BOUTIQUE SALES			
147420	04/30/14	AIRGAS SAFETY	127.43	LEIGHTNING, PLYBLIND PV	9026077343		
147421	04/30/14	ALBERTSON'S	40.76	HAPPY HOUR SUPPLIES	010411		
147421	04/30/14	ALBERTSON'S	30.00	FAMILY FESTIVAL/PRIZES	011975		
			70.76		*CHECK TOTAL		
147422	04/30/14	ALESHIRE & WYNDER, L	500.00	GENERAL SERVICE FEB	27370		
147422	04/30/14	ALESHIRE & WYNDER, L	8,824.34	SPECIAL PROJECT FEB	27371		
147422	04/30/14	ALESHIRE & WYNDER, L	2,472.50	SPECIAL PROJECT FEB/2	27371		
147422	04/30/14	ALESHIRE & WYNDER, L	23,866.84	SUCCESSOR AGENCY FE	27372		
					*CHECK TOTAL		
147423	04/30/14	ALEXANDER/STEPHANIE	30.00	REFUND CITATION#40285			
147424	04/30/14	AMERITERRA	10.50	UNIFORMS	1400793601		
147424	04/30/14	AMERITERRA	10.50	UNIFORMS	1400798429		
147424	04/30/14	AMERITERRA	3.60	UNIFORMS	1400804114		
147424	04/30/14	AMERITERRA	19.50	UNIFORMS	1400804115		
147424	04/30/14	AMERITERRA	4.80	TOWELS	1400809338		
147424	04/30/14	AMERITERRA	32.60	UNIFORMS	1400809339		
147424	04/30/14	AMERITERRA	3.50	UNIFORMS	1400809340		
147424	04/30/14	AMERITERRA	19.50	UNIFORMS	1400809342		
147424	04/30/14	AMERITERRA	32.60	UNIFORMS	1400814467		
147424	04/30/14	AMERITERRA	280.42	UNIFORMS	1410026773		
					*CHECK TOTAL		
147425	04/30/14	ARCHITERRA DESIGN GR	218.05	OUTSIDE PRINT'N, SHIP'	18128		
147426	04/30/14	BALDIZON/DEBORAH	53.00	REFUND CITATION#41755			
147427	04/30/14	BEE REMOVERS	98.50	RMV OF BEES, CITY TREE	591257		
147428	04/30/14	BERGQUIST-DEVOE/CARL	416.50	INSTR. PIANO APRIL/201			
147429	04/30/14	BERTONE/DENIS	725.20	MILES REIMB. JAN, FEB, M			
147430	04/30/14	BOONERANG BLUEPRINT	118.04	PAPER INK JET DELIVER	275734		
147430	04/30/14	BOONERANG BLUEPRINT	317.15	P&MHT SCAN, BOND COP	275756		
147430	04/30/14	BOONERANG BLUEPRINT	152.10	6SQ. FT. PLOT, STAPLE SE	275836		
			587.29		*CHECK TOTAL		
147431	04/30/14	BRADY/NONA	18.00	GIFT BOUTIQUE SALES			

Disbursement Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
147432	04/30/14	BANK OF AMERICA	BRAIT/DAVID	50.00				M D 001.4309.021.001
147433	04/30/14	CARSON/AMANDA	WATER SAFETY 4/10-13/	690.20				M D 001.4430.020.000
147434	04/30/14	CBEYOND	113731 4/8-5/7/2014	885.52	14474282			N D 001.4190.020.034
147434	04/30/14	CBEYOND	113732 4/8-5/7/2014	594.92	14474470			N D 001.4190.020.034
				1,480.44	*CHECK TOTAL			
147435	04/30/14	CENTER ICE	INSTR.ICE SKATING/SPRI	54.40				N D 001.4420.020.000
147436	04/30/14	CHARTER OAK MOBILE H	RESCHKE, SPACE #142	245.00				N D 034.341.034
147437	04/30/14	CM SCHOOL SUPPLY CO	RAILBOARD 4 PLY WHITE	43.04	208534			N D 001.4420.033.000
147438	04/30/14	COELHO/BECKY	INSTR.PILATES APRIL/2	577.32				M D 001.4420.020.000
147439	04/30/14	COLLEY AUTO CARS INC	TIRES RPR, LABOR, UNIT#	171.35	04APR14			N D 001.4342.020.001
147439	04/30/14	COLLEY AUTO CARS INC	TIRES RPR, LABOR, UNIT#	486.22	04APR14			N D 001.4342.020.001
				657.57	*CHECK TOTAL			
147440	04/30/14	COMPUTER VILLAGE	BLOCK OF HOURS	2,550.00	131447			N D 001.4190.020.002
147441	04/30/14	CORODATA	RECORD STORAGE CARTON	90.53	RS4081063			N D 001.4190.019.000
147442	04/30/14	CPRS DISTRICT 13	2 RSVPS, AWARDS & INSTA	35.00	1010			N D 001.4414.021.000
147442	04/30/14	CPRS DISTRICT 13	2 RSVPS, AWARDS & INSTA	35.00	1010			N D 001.4414.021.000
				70.00	*CHECK TOTAL			
147443	04/30/14	CROP PRODUCTION SERV	GOPHER & ANT. GRAIN BA	688.82	23515335			N D 001.4414.020.006
147443	04/30/14	CROP PRODUCTION SERV	ACTIVATOR, EVADE, MILES	1,322.53	23652905			N D 008.4415.033.000
147444	04/30/14	D. H. MAINTENANCE SER	APRIL-WALKER HOUSE	85.00	16544			N D 003.4410.023.001
147444	04/30/14	D. H. MAINTENANCE SER	APRIL-LADERA/MARCHANT	881.00	16544			N D 003.4410.023.001
147444	04/30/14	D. H. MAINTENANCE SER	APRIL-CITY HALL/COMM/	3,537.00	16544			N D 003.4410.023.000
147444	04/30/14	D. H. MAINTENANCE SER	APRIL-SR. CNT/COMM/ C	1,541.00	16544			N D 003.4410.023.000
147444	04/30/14	D. H. MAINTENANCE SER	APR-SWIM & RACQUET	1,128.00	16544			N D 003.4410.023.000
				7,172.00	*CHECK TOTAL			
147445	04/30/14	D&J FOOHILL ELECTRI	TENNIS COURT LIGHT RP	548.75	5560			N D 008.4414.033.000
147446	04/30/14	DAILY BULLETIN	MAR.LEGAL ADVERTISI	1,037.56	0000168983			N D 001.4120.010.000
147447	04/30/14	DEPARTMENT OF JUSTIC	MAR/2014 FINGERPRINT	448.00	027428			N D 001.4150.020.000
147448	04/30/14	ENSBERG/STEPHEN	ENSBERG MTG 4/3/14	50.00				M D 001.4309.021.001
147449	04/30/14	ENTERPRISE RENT A CA	CAR RENTAL 03/19/2014	125.35	1639541			N D 001.4342.011.003
147450	04/30/14	EWING IRRIGATION PRO	RAINBIRD HOSE SWIVL	43.07	7743009			N D 008.4414.033.000

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F 9 S ACCOUNT

CLAIM INVOICE PO#

DESCRIPTION AMOUNT

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147462 04/30/14	INLAND EMPIRE	KNOTT'S BERRY FARM 4/ 917.50			42967	
147462 04/30/14	INLAND EMPIRE	BIG CATS & EXOTIC 4/2 200.00			43234	
			3,508.75		*CHECK TOTAL	
147463 04/30/14	INLAND OFFICE	OFFICE SUPPLIES 50.05			850385	
147463 04/30/14	INLAND OFFICE	OFFICE SUPPLIES 89.18			850579	
					*CHECK TOTAL	
147464 04/30/14	INLAND VALLEY	HUMANE SOCIETY 5/2 10,539.33				
147465 04/30/14	IRWINDALE	PRE-EMPL.PHYS.PEREZ,A 110.00			104393	521396
147466 04/30/14	JOHNNY ALLEN	TENNIS SPRING 1 666.92				
147467 04/30/14	KELSOE & ASSOCIATES	TOPOGRAPHY,CNTL SUR 2,580.00			9215	
147468 04/30/14	KEYSER MARSTON ASSOC	MAR.AFFORD.HOUSING 2,520.00			0027079	
147469 04/30/14	KING BOLT CO	HHCS, LOCK WASHERS 17.28			59866	
147470 04/30/14	KJ SERVICES	ENVIRONM NEWS AD 400.00			8058	
147471 04/30/14	KNOTTS BERRY FARM	ADMIN.TO KNOTTS FAR 1,312.00			3314901	
147472 04/30/14	KWST	SPINDLE OF BLANK DVD'S 46.19			21017801	4904
147473 04/30/14	L.A. CO. AGRICULTURA	PEST CTRL,WEED HAZ/PE 411.91			1566J	
147473 04/30/14	L.A. CO. AGRICULTURA	FEB WEED CTRL,MAT.E 1,981.79			1566J	
					*CHECK TOTAL	
147474 04/30/14	L.A. CO. DEPT OF PUB	REINSPECTION OF MTD 1 218.40			PW-14031006928	
147475 04/30/14	L.A. CO. PROBATION D	JAN-MAR/14 CRIME P 17,000.00			131403PIP	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 350,886.00			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 37,974.66			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 18,987.33			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 4,816.58			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 6,315.83			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	MAR. CONTRACT SERV 16,872.08			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	LIABILITY INSUR 16,783.22			143688NH	
147476 04/30/14	L.A. COUNTY SHERIFF	S.T.A.R DEPUTY SERV M 453,492.72			143730FN	
					*CHECK TOTAL	
147477 04/30/14	LA VERNE POWER EQUIP	FILING GUIDE, SUN HATS 90.40			43996	
147478 04/30/14	LA VERNE/CITY OF	SAN DIMAS COST SHA 30,606.59			1646509	
147479 04/30/14	LAE ASSOCIATES	S.D. WASH PROJECT 1,470.00			14-56	

WARRANT DATE VENDOR
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PO#

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#
147480 04/30/14	LANCASTER/KATHLEEN	10923 INSTR.360 FITNESS 4/2	122.40		
147481 04/30/14	LEES/KARLA	.00009 REFUND:ANNUAL PKING PM	24.00		
147482 04/30/14	LEPE/MAURO	14068 MARCH/LANDSCAPE SERVIC	65.00		
147483 04/30/14	LINCO	14282 INSTALL HANGING TRA	1,369.30	10399FINAL	
147484 04/30/14	LOS ANGELES FREIGHTL	11038 R&I DPF AND CLEAN	350.00	WB20515	
147485 04/30/14	LOWE'S HOME IMPROVEM	10479 LUMBER, OVERHEAD STORAG	87.17	01280	
147486 04/30/14	LOWE'S HOME IMPROVEM	10479 LUMBER, FLAT STEEL CO	114.72	02300	
147487 04/30/14	LOWE'S HOME IMPROVEM	10479 10 FT. SOLID COEX	17.56	02798	
147488 04/30/14	LOWE'S HOME IMPROVEM	10479 PAINTING PROJ. SUPPLIES	27.38	60995	
147489 04/30/14	LOWE'S HOME IMPROVEM	10479 LSP FLOORING	31.69	70830	
		*CHECK TOTAL	278.52		
147486 04/30/14	MAR-CO EQUIPMENT CO	12263 SERVICE RPR TOMCO SWE	960.75	113801	
147487 04/30/14	MARKOSSIAN/ANNETTE H	10816 INSTR.TINY TOTS FEB	1,409.40		
147488 04/30/14	MARQUEZ/BENNY	.00002 REFUND: DEP.FEE 4/5/2	500.00		
147489 04/30/14	MARSAN TURF & IRRIGA	14540 SUPERIOR PT. BRSS KITS	136.63	387661	
147490 04/30/14	MARSAN TURF & IRRIGA	14540 RAINBIRD PARIS TUBING	23.81	387666	
147491 04/30/14	MARSAN TURF & IRRIGA	14540 SMITHBLAIR PIPE CPL	185.30	387668	
147492 04/30/14	MARSAN TURF & IRRIGA	14540 FEBCO RD PR VC BKR	549.48	387669	
		*CHECK TOTAL	895.22		
147490 04/30/14	MATHISEN OIL COMPANY	14565 GASOLINE REGULAR	3,949.76	4116823	
147490 04/30/14	MATHISEN OIL COMPANY	14565 DYED DIESEL FUEL	4,367.59	4116824	
		*CHECK TOTAL	8,317.35		
147491 04/30/14	MC LAY SERVICES INC	14580 PREV. MAINT. JAN/2014	699.00	INV42808	
147491 04/30/14	MC LAY SERVICES INC	14580 PREV. MAINT. APRIL/201	699.00	INV43867	
147491 04/30/14	MC LAY SERVICES INC	14580 PREV. MAINT. SEPT/2013	1,05.00	INV5042	
147491 04/30/14	MC LAY SERVICES INC	14580 PREV. MAINT. APRIL/201	1,608.00	INV6176	
		*CHECK TOTAL	8,061.00		
147492 04/30/14	MCCASLIN/SALVADORE	.00007 REFUND FOR: 12/13/20	480.00		
147493 04/30/14	MENDOZA/RAMON	.00004 REFUND CITATION#12010	45.00		
147494 04/30/14	MIDWEST ENVIRONMENTA	10931 ABATEMENT & DISPOSAL	852.00	C144-043.01	
147495 04/30/14	MILLER/BEVERLY	10361 GIFT BOUTIQUE SALES	23.40		
147496 04/30/14	MOBILE HOME IMPROVEM	14600 MOBILE HOME SERVICE	2,950.00	30614	
147497 04/30/14	ONTARIO REFRIGERATIO	14880 APRIL MAINT. SERVICE	2,660.00	143688	

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal
DESCRIPTION AMOUNT

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
147498	04/30/14	PAPALIA/GERARD					
		.00005 REFUND CITATION#41033	10.00				N D 001.332.001
147499	04/30/14	PAVECO CONSTRUCTION	2,391.25		SANDIMAS14-003		N D 002.4841.559.005
147500	04/30/14	POMONA VALLEY HOSPIT	34.00				N D 001.4420.020.000
147501	04/30/14	POOL & ELECTRICAL PR	41.20		07302229		N D 001.4430.033.000
147502	04/30/14	PRUDENTIAL OVERALL S	22.53		20828583		N D 001.4430.019.000
147502	04/30/14	PRUDENTIAL OVERALL S	22.53		20831282		N D 001.4430.019.000
147502	04/30/14	PRUDENTIAL OVERALL S	22.53		20835113		N D 001.4430.019.000
147502	04/30/14	PRUDENTIAL OVERALL S	22.53		20838538		N D 001.4430.019.000
147502	04/30/14	PRUDENTIAL OVERALL S	112.65		20841957		N D 001.4430.019.000
		*CHECK TOTAL					
147503	04/30/14	Q PRESS	150.00		2014060		M D 072.4120.016.000
147503	04/30/14	Q PRESS	1,857.56		2014060		M D 001.4190.010.004
		*CHECK TOTAL					
147504	04/30/14	QUALITY CODE PUBLISH	489.77		2014-109		M D 001.4120.016.000
147505	04/30/14	QUILL CORPORATION	26.15		1731181		N D 001.4190.030.000
147505	04/30/14	QUILL CORPORATION	52.30		1733840		N D 001.4190.030.000
		*CHECK TOTAL					
147506	04/30/14	QUINTANAR/ELIZABETH	19.04				N D 001.4150.012.000
147507	04/30/14	RADIANT WATER INC	25.00				N D 001.4430.019.000
147508	04/30/14	RAHI/M. YUNUS	50.00				M D 001.4309.021.001
147509	04/30/14	RECONCILED TERMITE &	30.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	45.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	35.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	28.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	35.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	100.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	150.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	28.00		6915		M D 001.4411.023.000
147509	04/30/14	RECONCILED TERMITE &	479.00		6915		M D 001.4411.023.000
		*CHECK TOTAL					
147510	04/30/14	REIMER/KATYA	409.50				M D 001.4420.020.000
147511	04/30/14	RESERVE ACCOUNT	1,500.00				N D 001.4190.017.000
147512	04/30/14	RIGHT OF WAY INC	1,482.29		12485		N D 001.4345.033.000
147512	04/30/14	RIGHT OF WAY INC	122.63		12893		N D 001.4345.033.000
147512	04/30/14	RIGHT OF WAY INC	503.58		12894		N D 001.4345.033.000
147512	04/30/14	RIGHT OF WAY INC	1,890.65		12895		N D 001.4345.033.000

WARRANT DATE VENDOR
BANK OF AMERICA

DESCRIPTION AMOUNT CLAIM INVOICE

PO# F 9 S ACCOUNT

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE
147519	04/30/14	SAN DIMAS	CLAMP 5" TO 7"	11.59		
147520	04/30/14	SAN DIMAS	3 CLAMPS	6.44		
147521	04/30/14	SAN DIMAS	SINGLE CUT KEY	4.63		
147522	04/30/14	SAN DIMAS	PIN & TCH, HITCH PIN	24.45		
147523	04/30/14	SAN DIMAS	KNIVES	4.44		
147524	04/30/14	SAN DIMAS	STOCK BIT RED MARKER,S	22.47		
147525	04/30/14	SAN DIMAS	DRILLING TAPE	4.48		
147526	04/30/14	SAN DIMAS	MASKING LIGHT CONTROL	13.45		
147527	04/30/14	SAN DIMAS	TAP PLUG COVER SET	2.93		
147528	04/30/14	SAN DIMAS	BLANK HEAD FILLER STIC	39.14		
147529	04/30/14	SAN DIMAS	LIGHT CONTROL CLEANER	14.14		
147530	04/30/14	SAN DIMAS	PROTECTOR SCOTCH	4.13		
147531	04/30/14	SAN DIMAS	BATTERY ALKALIN	25.76		
147532	04/30/14	SAN DIMAS	TUBING TERM RING HOSE	6.80		
147533	04/30/14	SAN DIMAS	CLEANER UPHILSTRY	17.56		
147534	04/30/14	SAN DIMAS	RING WAX, COMP. SLEEVE, CA	16.56		
147535	04/30/14	SAN DIMAS	SANDBELT	29.91		
147536	04/30/14	SAN DIMAS	FLOOR SQUEE	34.91		
147537	04/30/14	SAN DIMAS	PIC-UP TOOL COATED GLO	4.95		
147538	04/30/14	SAN DIMAS	C-K EXT. TUBS. WHITE	28.76		
147539	04/30/14	SAN DIMAS	CAULK PRIMER	5.76		
147540	04/30/14	SAN DIMAS	KILL BRUSH FOAM 3"	4.13		
147541	04/30/14	SAN DIMAS	PAINTER STRAINER	142.89		
147542	04/30/14	SAN DIMAS	GUTTER TAPE PAINT RINGS	2.89		
147543	04/30/14	SAN DIMAS	KEYS 3/4-27 FEM ABRATOR	1.55		
147544	04/30/14	SAN DIMAS	SINGLE KEY CUT	1.55		
147545	04/30/14	SAN DIMAS	1,535.43			
147520	04/30/14	SAN GABRIEL VALLEY Y	17435 INTERVALE SR.SERV.4/2	520.00		
147521	04/30/14	SANTO/MARION	10992 GIFT BOUTIQUE SALES	12.24		
147522	04/30/14	SATA LAWMOWER SHOP	16102 FUEL STABILIZER,PRO OI	53.30		0001931
147523	04/30/14	SCHOONOVER/JAMES	16116 SCHOONOVER MTG 4/3/14	50.00		
147524	04/30/14	SCHWEITZER/DORA	11360 INSTR.TINY TOTS FEB	1,722.60		
147525	04/30/14	SCP DISTRIBUTORS LLC	12402 TRAIN & COMP.POOLS	36.73		31556400
147526	04/30/14	SIECKE/WARREN C	16235 APRIL/2014 TRAFFIC	1,425.00		6202
147527	04/30/14	SMART & FINAL	16292 SNACK BAR SUPPLIES	106.90		117380
147528	04/30/14	SMART & FINAL	16292 SNACK BAR SUPPLIES	209.61		547500
147529	04/30/14	SOUTHERN CALIF EDISO	2-18-370-8817	159.97		
147530	04/30/14	SOUTHERN CALIF EDISO	2-31-209-8886	73.29		
147531	04/30/14	SOUTHERN CALIF EDISO	2-03-978-5381	30.46		

*CHECK TOTAL

*CHECK TOTAL

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

CLAIM INVOICE

PO#

AMOUNT

DESCRIPTION

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
147528	04/30/14	SOUTHERN CALIF EDIISO	2-30-875-1908	53.12				D 003.4410.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-30-875-2146	559.86				D 002.4410.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-31-735-6464	188.42				D 007.4341.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-31-992-4564	183.22				D 007.4341.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-31-194-3784	86.69				D 007.4341.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-30-194-3054	92.75				D 008.4411.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-30-838-0997	26.31				D 001.4411.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-30-838-1018	26.26				D 001.4411.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-09-190-6895	41.50				D 001.4411.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-09-990-8375	40.16				D 007.4341.022.001
147528	04/30/14	SOUTHERN CALIF EDIISO	2-09-992-3314	56.13				D 007.4341.022.001
			*CHECK TOTAL	42,683.71				
147529	04/30/14	SPECTRA COMPANY	12378 SURVEY,ANALYZE,EVAL	1,950.00	1378-105648			N D 003.4410.023.001
147530	04/30/14	STEVENS/LARRY	10307 CAL ED ANNUAL CONFE	1,146.65				N D 001.4308.021.000
147531	04/30/14	TAVAREZ/MARK	16550 INSTR.GUITAR APR-MAY/	112.20				M D 001.4420.020.000
147532	04/30/14	TECS ENVIRONMENTAL C	16570 NPDES SERVICES MAR/20	300.00	SNDMS-0414			N D 001.4341.024.020
147533	04/30/14	TIME WARNER CABLE	11669 909 394-6214 INTERNET	61.72	2193			N D 001.4190.020.006
147534	04/30/14	TOYOTA MOTOR CREDIT	16682 RAVA ELEC.VEH.MAY/201	327.00				N D 071.4190.041.006
147535	04/30/14	U.S. BANK	17044 ADMIN.FEES 3/1-8/31/2	460.00	3639155			N D 038.4120.020.521
147536	04/30/14	ULINE, INC.	10944 WIRE SHELVES,POLE FEE	591.77	57838799			N D 001.4212.033.000
147537	04/30/14	UNDERGROUND SERVICE	17056 FEB NEW TICKET CHARGE	76.50	220140614			N D 001.4310.016.000
147537	04/30/14	UNDERGROUND SERVICE	17056 MARCH NEW TICKET CHG	157.50	320140628			N D 001.4310.016.000
			*CHECK TOTAL					
147538	04/30/14	UNITED ROTARY BRUSH	15805 RECONDITION MAT. KITS	342.16	279289			N D 001.4342.011.002
147538	04/30/14	UNITED ROTARY BRUSH	15805 RECONDITIONING MAT. K	409.45	279376			N D 001.4342.011.002
			*CHECK TOTAL	751.61				
147539	04/30/14	VALLEY TROPHY	17098 5 CHAMPION TROHIES	100.82	19723			M D 001.4420.034.003
147540	04/30/14	VERIZON	10469 1127771672 INTERNET	49.99				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 100308 INTERNET	104.91				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 909 592-2890	98.03				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 909 445-8210	94.31				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 909 599-7563	99.36				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 909 592-1430	354.64				N D 001.4190.020.034
147541	04/30/14	VERIZON CALIFORNIA	17164 909 197-3010	106.72				N D 008.4414.022.003
147541	04/30/14	VERIZON CALIFORNIA	17164 909 592-0732	210.09				N D 001.4411.022.003
			*CHECK TOTAL	1,067.99				

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WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

GL540R-V07.24 PAGE 11
CITY OF SAN DIMAS

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
147542	04/30/14	WALCZAK/BEVERLY					
147543	04/30/14	WALCZAK/JEROME					
147544	04/30/14	WALTERS WHOLESAL E			2384069-00		
147545	04/30/14	WATANABE/SUSIE	24.30				
147546	04/30/14	WATERLINE TECHNOLOGI	318.19		5265553		
147546	04/30/14	WATERLINE TECHNOLOGI	325.34		5262783		
147546	04/30/14	WATERLINE TECHNOLOGI	321.99		5262477		
			965.52		*CHECK TOTAL		
147547	04/30/14	YOUNG REMBRANDTS	224.40				
147548	04/30/14	ZAILLO/ROBERT W	179.52				
		TOTAL	716,109.50				

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WARRANT DATE VENDOR
REPORT TOTALS:

DESCRIPTION Disbursement Journal
AMOUNT
716,109.50

CITY OF SAN DIMAS
GL540R-V07.24 PAGE 12
F 9 S ACCOUNT
PO#

CLAIM INVOICE

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Disbursement Journal

CITY OF SAN DIMAS
 GL060S -V07.24 RECAPPAGE
 GL540R

FUND RECAP:
 FUND DESCRIPTION

 001 GENERAL FUND
 002 STATE GAS TAX
 003 WALKER HOUSE LIC FUND
 007 CITY WIDE PARCEL TAX DISTRICT
 008 LANDS WIDE PARCEL TAX DISTRICT
 012 INFRAStructure Building Dist
 027 CIVIC CENTER PARKING DIST
 034 HOUSING AUTHORITY 2-1-12
 038 SUCCESSOR AGENCY CC OPERATIO
 051 GOLF COURSE MAINTENANCE DIST
 071 AIR QUALITY MANAGEMENT DIST
 072 PROP C LOCAL TRANSPORTATION
 073 TRUST AND AGENCY
 110 TRUST AND AGENCY

 TOTAL ALL FUNDS

DISBURSEMENTS
 618,517.77
 2,609.30
 4,821.74
 14,823.27
 1,897.55
 474.57
 6,278.76
 12,330.00
 2,828.97
 2,298.74
 2,488.01
 716,109.50

BANK RECAP:
 BANK NAME

 CHEK BANK OF AMERICA

 TOTAL ALL BANKS

DISBURSEMENTS
 716,109.50
 716,109.50



MINUTES
REGULAR CITY COUNCIL/SUCCESSOR AGENCY
HOUSING AUTHORITY BOARD
TUESDAY, APRIL 8, 2014, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

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

STAFF

City Manager Blaine Michaelis
Assistant City Attorney Mark Steres
Assistant City Manager Administration Ken Duran
Director of Parks and Recreation Theresa Bruns
Director of Public Works Krishna Patel
Deputy City Clerk Debra Black

1. CALL TO ORDER AND FLAG SALUTE

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

2. RECOGNITIONS

- Proclaim May as Older Americans Recognition Month and recognize Delia Lee as the City's Older American honoree

Mayor Morris read the resolution that was presented to Delia Lee and Councilmember Denis Bertone highlighted some of Delia's activities and involvement in the community.

Delia Lee thanked the Council and her family and friends that were in attendance.

3. ANNOUNCEMENTS

- a. Senior Citizens Club Annual Report presented by Linda Groth

Linda Groth gave a breakdown of the various donations made by the Senior Citizens Club Annual Report.

Councilmember Bertone shared that these donations are all given voluntarily.

- b. Earth Day Announcement April 16, 2014

Latoya Cyrus Environmental Coordinator for the city extended an invitation to community to the Fourth Annual San Dimas Earth Day Event April 16, 2014, 4:00 p.m. to 8:00 p.m. at the Farmer's Market.

- 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

- 1) **Erica Rodriguez** Recreation Coordinator for the city extended an invitation to the community for the Family Festival and Egg Hunt at Civic Center Park, April 19th, 2014.
- 2) **Kassidy Cuccia-Aguirre** Student Body President at San Dimas High School provided an update on recent and upcoming activities at the High School.
- 3) **Amy Crow** San Dimas Library Manager provided updates on recent and upcoming activities planned at the library.
- 4) **Ben Wong** with Southern California Edison shared updates on progress made in communications system since the windstorms of two years ago.

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 or audience requests separate discussion.)

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

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

- (1) **RESOLUTION NO. 2014 - 17**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF MARCH AND APRIL, 2014.

b. Approve minutes from March 25, 2014 regular City Council meeting.

c. Miscellaneous Transfer Drain No. 1841 to Los Angeles County Flood Control District

- 1) **RESOLUTION NO. 2014 - 18**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT OF THE STATE OF CALIFORNIA TO ACCEPT, ON BEHALF OF SAID DISTRICT, THE TRANSFER AND CONVEYANCE OF THE STORM DRAIN IMPROVEMENTS KNOWN AS MISCELLANEOUS TRANSFER DRAIN NO. 1841 IN THE CITY OF SAN DIMAS FOR FUTURE OPERATION, MAINTENANCE, REPAIR, AND IMPROVEMENT, AND AUTHORIZE THE TRANSFER AND CONVEYANCE THEREOF

d. Authorization for Mayor to execute an agreement with the County of Los Angeles for CDBG services

- 1) **RESOLUTION NO. 2014-19**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

- e. Appropriation of \$15,000 to provide biological assessment of mitigation work in San Dimas Wash
- f. Metro Goldline Update

END OF CONSENT CALENDAR

6. SUCCESSOR AGENCY

- a. Verbal Update

Assistant City Manager Ken Duran shared that there has been no feedback from the Department of Justice on the Property Management Disposition Plan so the meeting planned for this week of the Oversight Board will be cancelled. He also mentioned that the letter Council authorized be sent to legislature regarding the city loan repayment process has been sent; in the meantime the Department of Finance sent a letter denying the Oversight Board approval of a city loan repayment schedule because their definition of a loan agreement was not in place at the time.

Councilmember Bertone mentioned that the upcoming Town Hall meeting with local legislators will be an opportunity to discuss this.

7. HOUSING AUTHORITY

- a. Approve changes in the Authority's Affordable Home Ownership Program for the Grove Station Project

Blaine Michaelis City Manager presented staff's report with recommendation to approve changes and authorize staff to proceed to implement the Program.

MOTION: A motion was made by Councilmember Bertone seconded by Councilmember Ebner to approve changes to the Authority's Affordable Home Ownership Program and authorized staff to proceed with implementation. The motion carried unanimously.

8. ORAL COMMUNICATIONS

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

No one came forward.

- b. City Manager

Ask the Mayor call in show.

- c. City Attorney

Nothing to report.

- d. Members of the City Council

- 1) Designate Mayor Pro Tem

MOTION: Councilmember Bertone nominated Councilmember Ebner seconded by Councilmember Badar. The motion carried unanimously.

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

Nothing to report.

- 3) Individual Members' comments and updates.

Councilmember Templeman reported that the trail cleanup was a success and attended by not just San Dimas residents but people from surrounding communities as well.

10. ADJOURNMENT

The next meeting is April 22, 2013, at 6:00 p.m. for a study session, regular meeting at 7:00 p.m.

Respectfully submitted,

Debra Black, Deputy City Clerk



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
*For the meeting of **April 22, 2014***

From: Krishna Patel, Public Works Director 

Subject: **Approval of Use Agreement with Los Angeles County Flood Control District - Foothill Equestrian Bridge and Pedestrian/Trail over San Dimas Wash, north of Foothill Blvd and West Woodland Oaks Drive Equestrian Trail**

SUMMARY

Staff requests Council approval to enter into a formal Use Agreement with the Flood Control District to maintain and continue the use of the existing Foothill Equestrian Blvd and Pedestrian/Trail over San Dimas Wash and the West Woodland Oaks Drive Equestrian Trail between San Dimas Avenue and Cataract Avenue.

BACKGROUND

In early 1989, the City commenced the process to design and purchase a pedestrian/equestrian bridge to span the San Dimas Wash north of Foothill Blvd to provide a continuous equestrian trail along the north side Foothill Blvd.

At its April 11, 1989 meeting, Council approved a formal use agreement with Los Angeles County Flood Control District (County) for the installation and usage of the pedestrian/equestrian bridge over San Dimas Wash together with the connectivity trails leading to the bridge from Foothill Blvd. The approval authorized the Mayor and City Clerk to execute the agreement on behalf of the City as per the attached copy of the April 11, 1989 Council Minute Resolution (attachment A). Soon thereafter the City secured all the County permits required for the construction, coordinated delivery dates of the prefabricated bridge and awarded the construction contract in August 1990.

In October 1990, the rustic steel equestrian bridge construction and the associated fence and trail improvements across San Dimas Wash at Foothill Blvd, just north of Walnut Avenue were completed and approved by the County and opened for public use. The estimated \$40,000 project became an instant success with the equestrian community and the general public due to its offbeat location and the ambiance it created over the wash.

DISCUSSION

While processing the permits with the County for the current Foothill Blvd Bridge Widening over San Dimas Wash project, it came to Staff's attention in spring 2013 that both the City and the County never fully executed the original 1989 use agreement (attachment B).

To maintain the ambience and character of the equestrian bridge crossing, Staff negotiated with the County to reopen the un-executed agreement, which is now updated to reflect current legal indemnification and other requirements.

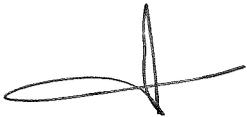
Additionally, upon receipt of the final updated use agreement for Foothill Blvd Equestrian Bridge in August 2013, it came to County's attention that City had another equestrian trail within the Flood Control ROW (i.e. Woodland Oaks Drive trail from San Dimas Avenue to Cataract along the south side of San Dimas Wash) with no formal historical use agreement in place and therefore they requested the City to incorporate that trail into the new Foothill use agreement. The attached revised agreement reflects the addition of Woodland Oaks Drive equestrian trail (attachment C).

The new agreement in addition to more specific maintenance and indemnification language, also includes a 25 year sunset clause subject to the Flood Control's right to terminate the use as well as provisions for mutual agreement renewals. The new use agreement has also been reviewed and approved by the City Attorney.

RECOMMENDATION

Staff requests City Council approve by minute resolution, the attached new Use Agreement for Foothill Equestrian Bridge and Pedestrian/Trail over San Dimas Wash, north of Foothill Blvd and West Woodland Oaks Drive Equestrian Trail as provided by County Counsel and authorize the Mayor to execute said agreement.

Respectfully Submitted,



Krishna Patel
Director of Public Works

Attachment:

- A - April 11, 1989 – City Council Minute Resolution
- B- April 1989 – Equestrian Bridge/Trail Agreement
- C - April 2014 – Use Agreement - Foothill Equestrian Bridge and Pedestrian/Trail over San Dimas Wash, north of Foothill Blvd and West Woodland Oaks Drive Equestrian Trail

ATTACHMENT

A

April 11, 1989 City Council Minute
Resolution

DEVELOPMENT PLAN REVIEW BOARD CASE NO. 89-47
LOT 2, TRACT 43068, DR. ASSAF

Mayor Dipple stated DPRB Case No. 89-47 had not yet be resubmitted to the Planning Commission. It was the consensus of the Council to continue this matter to the April 25 City Council meeting.

DEVELOPMENT PLAN REVIEW BOARD CASE NO. 89-46
LOT 11, TRACT 43068 (J.C.C. ENTERPRISES)

It was the consensus of the Council to schedule the appeal of the Development Plan Review Board decision to deny Case No. 89-46, a request to construct a single family residence on Lot 11 of Tract 43068, for hearing on May 9, 1989, and request that in addition to the architect, a representative of the company be present at this hearing.

CLAIM FOR DAMAGES
GWHINITH CALLEN

It was moved by Councilmember McHenry, seconded by Councilmember Bertone, to reject the claim for damages from Gwhinith Callen and refer the matter to the City's claims administrator. the motion carried unanimously by those present.

ADOPTION OF RESOLUTIONS

After the titles were read, it was moved by Councilmember McHenry, seconded by Councilmember Bertone, to waive further reading and adopt the following resolutions:

NO. 89-18, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, CONSENTING TO THE ESTABLISHMENT OF THE PORTION OF AMELIA AVENUE WITHIN SAID CITY AS A PART OF THE SYSTEM OF HIGHWAYS OF THE COUNTY OF LOS ANGELES.

NO. 89-19, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF TRACT MAP NO. 44500.

NO. 89-20, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS AND PAYROLL FOR THE MONTHS OF MARCH AND APRIL, 1989.

The motion carried unanimously by those present.

AGREEMENT WITH LOS ANGELES COUNTY
FOOTHILL BOULEVARD EQUESTRIAN BRIDGE, MIN. RES.

It was moved by Councilmember McHenry, seconded by Councilmember Morris, to adopt a minute resolution approving the agreement with Los Angeles County for the installation and use of the pedestrian/equestrian bridge to span the San Dimas Wash north of Foothill Boulevard as recommended by the City Engineer in his memorandum dated April 5, 1989, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City. The motion carried unanimously by those present.

ATTACHMENT

B

April 1989 Equestrian Bridge/Trail
Agreement

Agreement No.
San Dimas Wash
First District

AGREEMENT

This Agreement, by and between

Los Angeles County Flood Control District,
a body corporate and politic,
herein referred to as "District"

and

City of San Dimas, a municipal
corporation in the State of California,
hereinafter referred to as "City";

WITNESSETH:

WHEREAS, District while performing its primary functions of flood control and water conservation, is willing to cooperate where feasible with City in the City's development of recreational activities along San Dimas Wash right of way, from 30 to 300 feet north of the intersection of the San Dimas Wash center line and the center line of Foothill Boulevard; and WHEREAS, City desires to construct an equestrian trail and equestrian bridge along said District right of way. NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto mutually agree as follows:

SECTION I

CITY AGREES:

1. To bear all costs to prepare plans and specifications and build the equestrian trail, equestrian bridge, and all appurtenant facilities, security of the right of way, insurance or other costs of any nature whatsoever which are necessary to complete construction of said equestrian trail, equestrian bridge, and appurtenant facilities.

2. To obtain District's Chief Engineer's approval and secure a no-fee permit from District prior to any construction on San Dimas Wash right of way.
3. To obtain District's Chief Engineer's approval and revised permit prior to making any changes in the approved plans and specifications that may affect San Dimas Wash right of way.
4. To bear all costs for the operation and maintenance of all improvements constructed by City on District's right of way from 30 to 300 feet north of the intersection of the San Dimas Wash center line and the center line of Foothill Boulevard for the purposes contemplated herein; namely, an equestrian trail and an equestrian bridge.
5. To take all actions necessary to render the equestrian trail, equestrian bridge, and appurtenant facilities inaccessible to public access and return the District's right of way to its original condition in the event that City abandons its operation and maintenance of the equestrian trail and equestrian bridge.
6. To keep, inspect, and maintain the equestrian trail and equestrian bridge in a safe, clean, and orderly condition for the use as equestrian trail and equestrian bridge, at all times during the occupancy of the San Dimas Wash right of way and not permit rubbish, debris, or similar materials to accumulate at any time, nor to cause, suffer, or permit any waste, unsafe, or dangerous condition on said premises or any acts to be done in violation of any law or ordinances.

7. To be responsible upon notification and documentation by District, for any change in revenue or increased cost to the District caused by reason or recreational use of the San Dimas Wash right of way.

SECTION II

DISTRICT AGREES:

1. To furnish any available maps of San Dimas Wash for the preparation of the plans and specifications for an equestrian trail and equestrian bridge.
2. To review the plans and specifications for the equestrian trail and equestrian bridge and notify the City of District's approval thereof.
3. To grant the City permission to use District's right of way for San Dimas Wash to carry out the recreational purposes herein contemplated.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Use of the San Dimas Wash right of way for an equestrian trail and equestrian bridge shall be subordinated to the basic flood control and water conservation purpose of the area as determined by District's Chief Engineer and shall in no way conflict with this purpose. The District's Chief Engineer reserves the right to cancel any specific use should, in his opinion, there develop a substantial

incompatibility between recreational uses and flood control and water conservation uses arising from any cause whatsoever. Said use shall be terminated 30 days after notification in writing by the District's Chief Engineer.

- 2(a) In contemplation of the provisions of Section 895.2 of the California Government Code imposing joint and several tort liability upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of the California Government Code, the parties pursuant to the authorization contained in Section 895.4 of the California Government Code agree to allocate the ultimate financial responsibility under this agreement for third party tort liability arising out of their acts or omissions and dangerous conditions in the following manner:
- 2(b) The City agrees to defend, indemnify, and hold the District harmless from and against any and all liability and expense, including defense costs and legal fees, caused by the negligent or wrongful act or omission of the City, its agents, officers, and employees including, but not limited to any liability and expense due to personal injury, bodily injury, death, and property damage arising out of any negligent or wrongful act or omission of the agents, servants and employees of the City including any negligent or wrongful act or omission in the performance of the obligations that have been assumed by the City under this agreement. For purposes of this provision "District" shall include the

Los Angeles County Flood Control District, the County of Los Angeles and their officers and employees.

- 2(c) The District agrees to defend, indemnify, and hold the City harmless from and against any and all liability and expense, including defense costs and legal fees, caused by the negligent or wrongful act or omission of the District, its agents, servants, and employees, including, but not limited to any liability and expense due to personal injury, bodily injury, death, and property damage arising out of any negligent or wrongful act or omission of the agents, servants and employees of the District including any negligent or wrongful act or omission in the performance of the obligation that have been assumed by the District under this agreement.
3. All fencing and other facilities installed by City on District's right of way for recreational uses will be subject to removal by District or by City at District's request for District's maintenance purposes as required, and cost for restoration and maintenance of said facilities shall borne by City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized officers on this _____ day of _____, 19 ____, by the City and on this _____ day of _____, 19 ____, by District.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk
of the Board of Supervisors

BY _____

Chairman of the Board of Supervisors

BY _____

Deputy

APPROVED AS TO FORM:

County Counsel

BY _____

Deputy

City of San Dimas

BY _____

ATTEST:

City Clerk

ARN:mm/MPM68
(DIMAS)

ATTACHMENT

C

April 2014 New Use Agreement

Foothill Equestrian Bridge and Pedestrian/Trail
over San Dimas Wash, north of Foothill Blvd and
West Woodland Oaks Drive Equestrian Trail

Use Agreement No. _____
San Dimas Wash-Foothill Boulevard Equestrian Bridge
and West Woodland Oaks Drive Equestrian Trail
Parcels 92, 94, 96, 97, 99, 100, 104, 131, 405, 421
Right-of-Way Map Nos. 18-RW-12.2, 18-RW-12.3,
and 18-RW-13.1
Assessor's Identification Nos. 8661-011-901,
8665-008-904, and 8661-011-909
Thomas Guide Page/Grid: 570, B7 and C7
Supervisorial District 5

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

hereinafter referred to as DISTRICT

and the

CITY OF SAN DIMAS

hereinafter referred to as CITY

RECITALS

WHEREAS, DISTRICT owns fee and easement interests to portions of San Dimas Wash located at the northeast intersection of Foothill Boulevard and Walnut Avenue and between North San Dimas Avenue and Cataract Avenue in the CITY OF SAN DIMAS, State of California, as more particularly shown on Exhibits A and B attached hereto and made a part hereof, hereinafter referred to as PREMISES; and

WHEREAS, CITY has constructed certain improvements on PREMISES in connection with the project known as the Foothill Boulevard Equestrian Bridge and West Woodland Oaks Drive Equestrian Trail (the Project), including, but not limited to, an equestrian bridge and an equestrian trail as shown on Exhibits A and B, hereinafter referred to as IMPROVEMENTS; and

WHEREAS, CITY proposes to operate and maintain IMPROVEMENTS on PREMISES in connection with the Project.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by CITY and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and CITY hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. CITY is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by CITY is expressly prohibited.
- 1.2. CITY'S use of PREMISES shall be subordinate to the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission), and CITY'S use of PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes.
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and watershed management, including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation, and maintenance. The exercise of the rights reserved herein shall not be inconsistent with CITY'S use or constitute unreasonable interference.
- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies and the consent of underlying fee owner(s) other than DISTRICT, if any, is the responsibility of CITY.

SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. CITY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA Guidelines prior to implementing IMPROVEMENTS and that CITY shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, City hereby agrees to indemnify, defend, and hold harmless DISTRICT and the COUNTY OF LOS ANGELES and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the National Environmental Policy Act.

- 2.2. CITY shall bear all costs in connection with the construction of IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of CITY, CITY shall submit the plans and specifications for IMPROVEMENTS to and apply for and obtain a permit from the County of Los Angeles Department of Public Works, Land Development Division, Subdivision and Permits Unit. CITY shall also obtain DISTRICT'S prior written approval should CITY propose to make any changes to the approved plans and specifications.
- 2.4. Upon completion of the construction of IMPROVEMENTS, CITY shall provide DISTRICT with approved as-built plans.
- 2.5. CITY shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris, including, but not limited to, rubbish, tin cans, bottles, and garbage, to accumulate at any time, nor shall CITY commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. CITY shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs that are located within PREMISES anytime graffiti is discovered by CITY or anytime CITY is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. CITY shall replace or repair any property of DISTRICT that becomes damaged by CITY or any person entering PREMISES at CITY'S invitation or with the consent of CITY, either expressed or implied, to the satisfaction of DISTRICT, or if CITY fails to make the necessary replacement or repair within thirty (30) days after DISTRICT provides a written notice to CITY to do so, as provided in Section 6.7, CITY shall compensate DISTRICT for damage within thirty (30) days of CITY'S receipt of an invoice from DISTRICT.
- 2.8. CITY shall close all gates and take all actions necessary to render PREMISES inaccessible to public access in the event CITY abandons its operation and maintenance of IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more or when notified by DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), subject to DISTRICT'S right to terminate CITY'S use as provided for in Section 4 below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term, provided, however, that DISTRICT may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from CITY no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY'S use of PREMISES by giving CITY at least a ninety (90) days' prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on PREMISES for watershed management purposes, including flood control, water conservation, and water quality ; and
 - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or CITY'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified CITY of the basis for DISTRICT'S determination that a substantial incompatibility exists and has provided CITY with a reasonable opportunity to propose modifications to IMPROVEMENTS or CITY'S use of PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY'S use of PREMISES by giving CITY at least a sixty (60) days' prior written notice if CITY breaches any term or condition of this Use Agreement.
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate CITY'S use of PREMISES, pursuant to this Use Agreement, or, in DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency as defined in California Public Contract Code Section 1102. In

the event of such emergency, CITY shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.

- 4.5. CITY shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least a sixty (60) days' prior written notice.

SECTION 5. Removal of IMPROVEMENTS and Restoration of PREMISES

- 5.1. Upon the expiration or sooner termination of this Use Agreement, CITY shall, at its own expense, remove IMPROVEMENTS and restore PREMISES to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2. Prior to commencing the removal of IMPROVEMENTS, or any of them, CITY shall apply for and obtain a permit therefore from the County of Los Angeles Department of Public Works, Land Development Division, Subdivision and Permits Unit.
- 5.3. If CITY fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of CITY'S use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to CITY indicating the costs and expenses incurred by DISTRICT in connection with the removal of IMPROVEMENTS and CITY shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

- 6.1.1. In accordance with California Government Code Section 895.4, DISTRICT and CITY agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. CITY shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, including, but not limited to, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related

to the construction, reconstruction, maintenance, operation, or removal of IMPROVEMENTS or CITY'S use of PREMISES.

6.1.1.2. DISTRICT shall indemnify, defend, and hold CITY and its officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, including, but not limited to, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT.

6.1.2. CITY releases DISTRICT and waives all rights to damages for any loss, costs, or expenses CITY may sustain as a result of any damage to or destruction of IMPROVEMENTS or to PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation, or water quality activities on or adjacent to PREMISES or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by the DISTRICT'S negligence or willful misconduct.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.

6.2. Without limiting CITY'S indemnification of DISTRICT, CITY shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Comprehensive general liability and property damage with a combined single-limit liability coverage not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence.
- Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and shall indemnify, insure, and provide legal defense for both DISTRICT and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any person retained by CITY in the course of carrying out the work or services contemplated in this Use Agreement.

- Automobile Liability Insurance: CITY shall procure such policy with coverage not less than One Million and 00/100 Dollars (\$1,000,000.00) per accident.
 - The County of Los Angeles, DISTRICT, and their governing boards, officers, agents, contractors, and employees shall be named as additional insured on all policies of liability insurance. CITY shall furnish to DISTRICT a Policy of Insurance evidencing CITY'S insurance coverage no later than ten (10) working days after execution of the Use Agreement, but before CITY takes possession of Premises. Upon renewal of said policy, CITY shall furnish to DISTRICT a Certificate evidencing CITY'S continued insurance coverage as required herein.
 - DISTRICT may accept, should CITY elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. CITY and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for CITY'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for CITY'S use.
- 6.5. DISTRICT, its board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by CITY or its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, CITY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, of which the consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, CITY shall immediately notify DISTRICT by calling 1 (800) 675-4357. If the spillage, leakage, or escape was caused by CITY, CITY shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of CITY'S hazardous substances, CITY shall be liable and reimburse DISTRICT for any and all costs and expenses that DISTRICT may incur or

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this Use Agreement to be subscribed by the Chairman of the Board of Supervisors and the seal of DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the CITY OF SAN DIMAS has caused this Use Agreement to be executed by its duly authorized officer as of the date indicated below.

DISTRICT:

(SEAL)

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

Date _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CITY:

CITY OF SAN DIMAS

By _____

Date _____

APPROVED AS TO FORM:

J. KENNETH BROWN
City Attorney

By _____
Deputy

ATTEST:

DEBRA BLACK
City Clerk

By _____
Deputy

MGR:tw

P:\MPPUB\ADMIN\TRACY\MP6\2014\MICHAEL R\ DIMAS WASH-FOOTHILL EQUESTRIAN BRIDGE USE AGREEMENT VER4.DOC

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By: _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

JOHN F. KRATTLI.
County Counsel

By _____
Deputy

EXHIBIT A

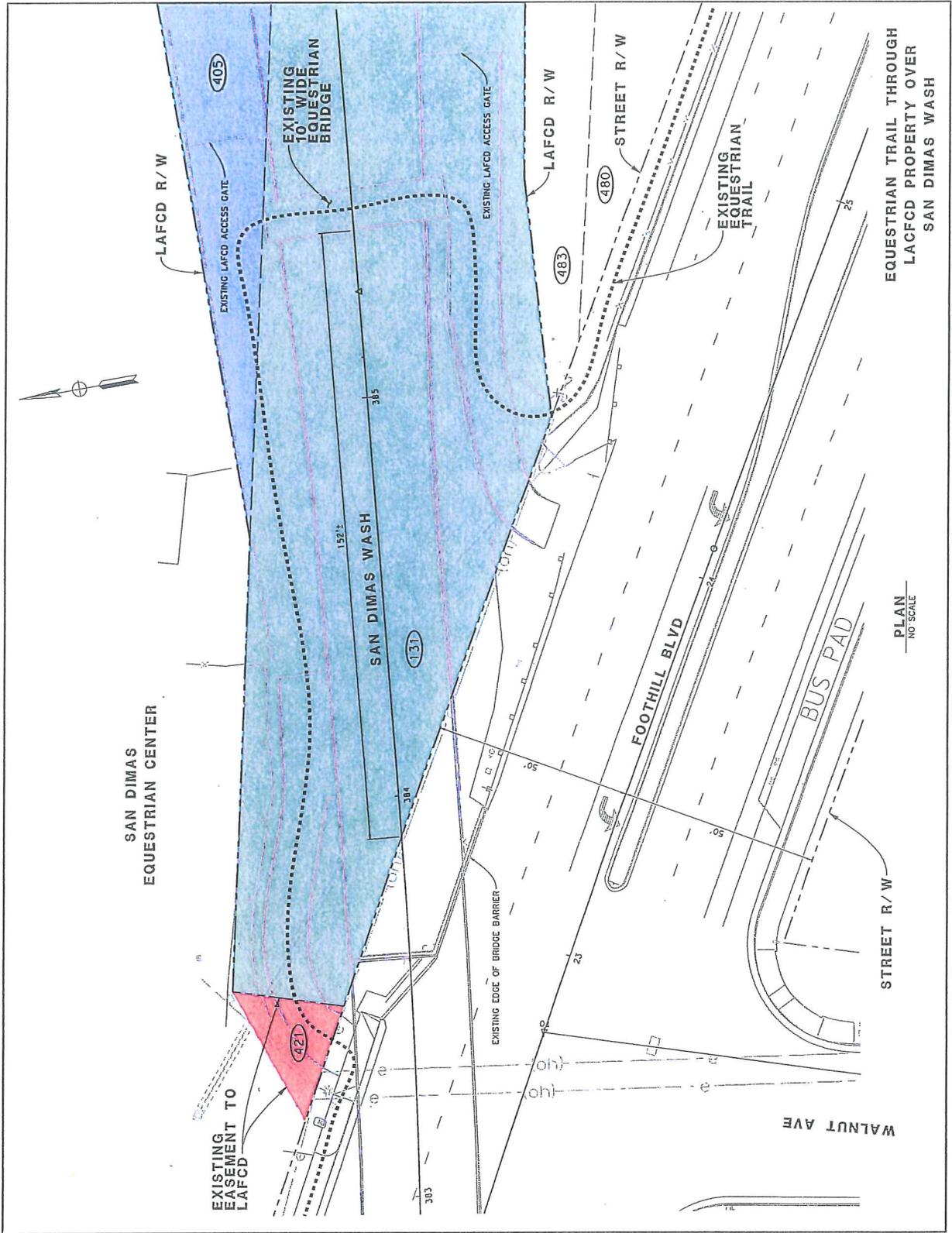
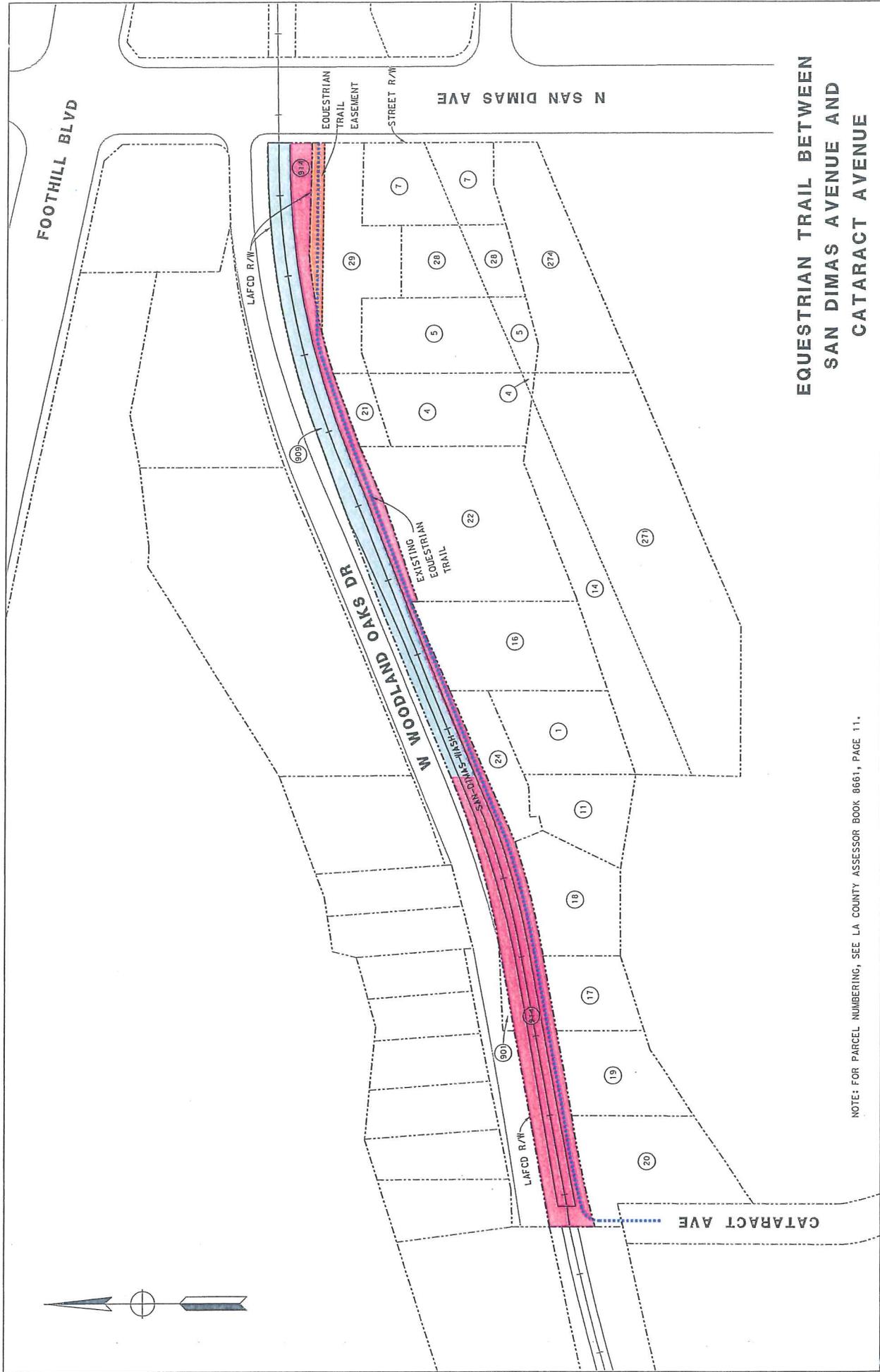


EXHIBIT B



EQUESTRIAN TRAIL BETWEEN
SAN DIMAS AVENUE AND
CATARACT AVENUE

NOTE: FOR PARCEL NUMBERING, SEE LA COUNTY ASSESSOR BOOK 9661, PAGE 11.



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of April 22, 2014

From: Blaine Michaelis, City Manager

Initiated By: Theresa Bruns, Director of Parks and Recreation

Subject: Resolution No. 2014-21 Boulevard Open Space Maintenance District

Summary

Adoption of Resolution No. 2014-21 approves the Engineer's Report, declares the City Council's intent to levy and collect an assessment for fiscal year 2014-15, and fixes a time and place for a public hearing for Open Space Maintenance District No. 1, tract 32818, Boulevard.

BACKGROUND

The Boulevard Open Space Maintenance District was formed under the provisions of the Landscape and Lighting Act of 1972, Division 15, Part 2, of the Streets and Highways Code of the State of California. The Act further establishes procedures for the annual levy of assessments which includes the approval of an Engineer's Report and establishing a time and place for a public hearing.

In 2006 the property owners in the Boulevard Open Space Maintenance District approved by ballot measure an annual Consumer Price Index adjustment for future years not to exceed 7% as necessary to cover the costs of maintenance, including increases in the costs of materials, labor and utilities.

On February 25, 2014 the City Council adopted Resolution No. 2014-11 ordering the preparation of the Engineer's Report for the annual levy of assessment for Open Space Maintenance District No. 1 (Tract No. 32818, Boulevard) for fiscal year 2014-2015.

The Engineer's Report has been prepared with the scope of work to include general landscape maintenance, tree trimming, water, and electricity. No increase in the assessment is proposed. The 2013-14 assessment rate was \$532.58 per parcel and the rate proposed for 2014-15 will remain at \$532.58 per parcel. The last increase was adopted for fiscal year 2013-14 at 1.3%, or \$6.83.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2014-21, thus approving the Engineer's Report and declaring intent to levy and collect an assessment for fiscal year 2014-15, and establishes a Public Hearing for May 27, 2014, for Open Space Maintenance District No. 1, tract 32818, Boulevard.

Attachments:

- Resolution No. 2014-21
- Engineer's Report for Fiscal Year 2014-2015 for Open Space Maintenance District No.1, tract 32818, Boulevard

RESOLUTION NO. 2014-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT AN ASSESSMENT FOR FISCAL YEAR 2014-15 PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS FOR OPEN SPACE MAINTENANCE DISTRICT NO. 1 (TRACT 32818, BOULEVARD)

WHEREAS, The San Dimas City Council formed Open Space Maintenance District No. 1, under Resolution No. 77-57 pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, the San Dimas City Council proposes the continued maintenance of landscaping improvements within said district for Fiscal Year 2014-2015; and

WHEREAS, the City Council of the City of San Dimas finds that the levy of an assessment at the same amount as last year is exempt from the procedure and approval process of Section 4 of Article XIID of the California Constitution pursuant to Section 5(b) of Article XIID, and

WHEREAS, the amount of the assessment may be less than the amount to pay for the cost of maintaining the landscaping in the District in future years, and therefore could be adjusted following an advertised public hearing to reflect changes in the Consumer Price Index not to exceed 7% as approved by the district ballot election on June 27, 2006.

WHEREAS, an Engineer's Report, as required by law, has been presented to and approved by the City Council of the City of San Dimas which provides for the levied assessment at the same rate as last year for the District, and

NOW, THEREFORE, the City Council of the City of San Dimas, County of Los Angeles, State of California, does resolve as follows:

1. The City Council proposes to levy and collect an assessment to maintain improvements within Open Space Maintenance District No.1, (Tract No. 32818) for Fiscal Year 2014-15.

2. The scope of the maintenance work includes the maintenance and restoration of landscaping improvements, including irrigation, pruning, pest control, fertilization, weed control, drainage system, major tree trimming, and miscellaneous related work within said district.

3. The Engineer's Report calls for a total of \$10,119.02 to be collected for Fiscal Year 2014-2015 resulting in a yearly assessment per parcel of \$532.58, which is the same assessment rate as adopted for Fiscal Year 2013-2014.

4. Future year cost of maintenance of the improvements, including increases in cost of materials, labor and utilities, will cause the amount of the annual assessment to be increased by an amount that will not exceed changes in the Consumer Price Index.

5. The City Council, by this resolution, hereby approves the Engineer's Report which indicates the amount of the proposed assessments, the district boundary, assessment zones, and detailed description of improvements. A copy of said report is on file in the office of the City Clerk.

6. That the 27th of May, 2014, at the hour of 7:00 p.m., in the San Dimas City Council Chambers, 245 East Bonita Avenue, San Dimas, California, is hereby set as the Public Hearing where any and all persons having any objection to the levy of the proposed assessment may appear and show cause why said work should not be done or carried out in accordance with this resolution of intention. The City Council will consider all oral and written protests.

APPROVED AND ADOPTED this 22nd day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2014-21 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of April 22, 2014 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

CITY CLERK

CITY OF SAN DIMAS
OPEN SPACE MAINTENANCE DISTRICT NO. 1
(TRACT 32818, BOULEVARD DEVELOPMENT)

**ENGINEER'S REPORT
FISCAL YEAR 2014-2015**

SECTION 1. AUTHORITY FOR REPORT

This report is prepared pursuant to the order of the City Council of the City of San Dimas, and in compliance with the requirements of Article 4, Chapter 1, Landscaping and Lighting Act of 1972, and Article XIII D of the California Constitution.

SECTION 2. THE IMPROVEMENTS

The improvements consist of an irrigation system and landscaping within Lot 20 of Tract No. 32818, which was required to be installed by the developer and accepted for maintenance by the City. The plans and specifications for the landscaping are in conformance with the requirements of the conditions of approval of said Tract No. 32818, and City Standards. Reference is hereby made to the said plans and specifications for the exact location and nature of the landscape improvements. Said plans and specifications by reference are hereby made a part of this report, and are on file in the office of the City Engineer.

SECTION 3. DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the assessment diagram is on file in the office of the City Engineer.

SECTION 4. ESTIMATE OF COSTS OF THE IMPROVEMENTS

The cost of the initial landscaping of Lot 20 of Tract 32818 was borne by the subdivider; therefore, all assessments relate to maintenance only.

Direct Maintenance Costs:

General Maintenance (by Contract)	\$	3,860
Tree Trimming	\$	1,200
Utilities - Electrical	\$	290
Utilities - Water	\$	3,400
Irrigation Repair	\$	-
Total of Direct Maintenance Costs	\$	8,750

CURRENT ASSESSMENT:	\$	10,119	(\$532.58/parcel)
2014-15 ANNUAL ASSESSMENT:	\$	10,119	(\$532.58/parcel)

2014-15 Fund Balance	\$1,369
Prior Fund Balance	\$3,412
Ending Fund Balance	\$4,781

The City has funded an unrealized balance over time based upon the approval of an annual adjustment to reflect changes in the Consumer Price Index to eventually recuperate this balance over time, and to then begin to develop a fund balance for future extraordinary expenses.

SECTION 5. ASSESSMENT

The following information regarding assessments to individual lots for the 2014-2015 Fiscal Year is contained herein and is to be levied on July 1, 2014. The net amount estimated to be assessed upon the assessable lands within the district is \$10,119 which is apportioned to all assessable lots shown on the attached Assessment Roll.

The landscape district was developed for the benefit and enjoyment of all properties included within the assessment district boundaries, and all parcels benefit equally from the improvements.

Respectfully submitted,



KRISHNA PATEL
DIRECTOR OF PUBLIC WORKS

P.E.

**CITY OF SAN DIMAS ASSESSMENT ROLL FOR
OPEN SPACE MAINTENANCE DISTRICT NO. 1
Boulevard**

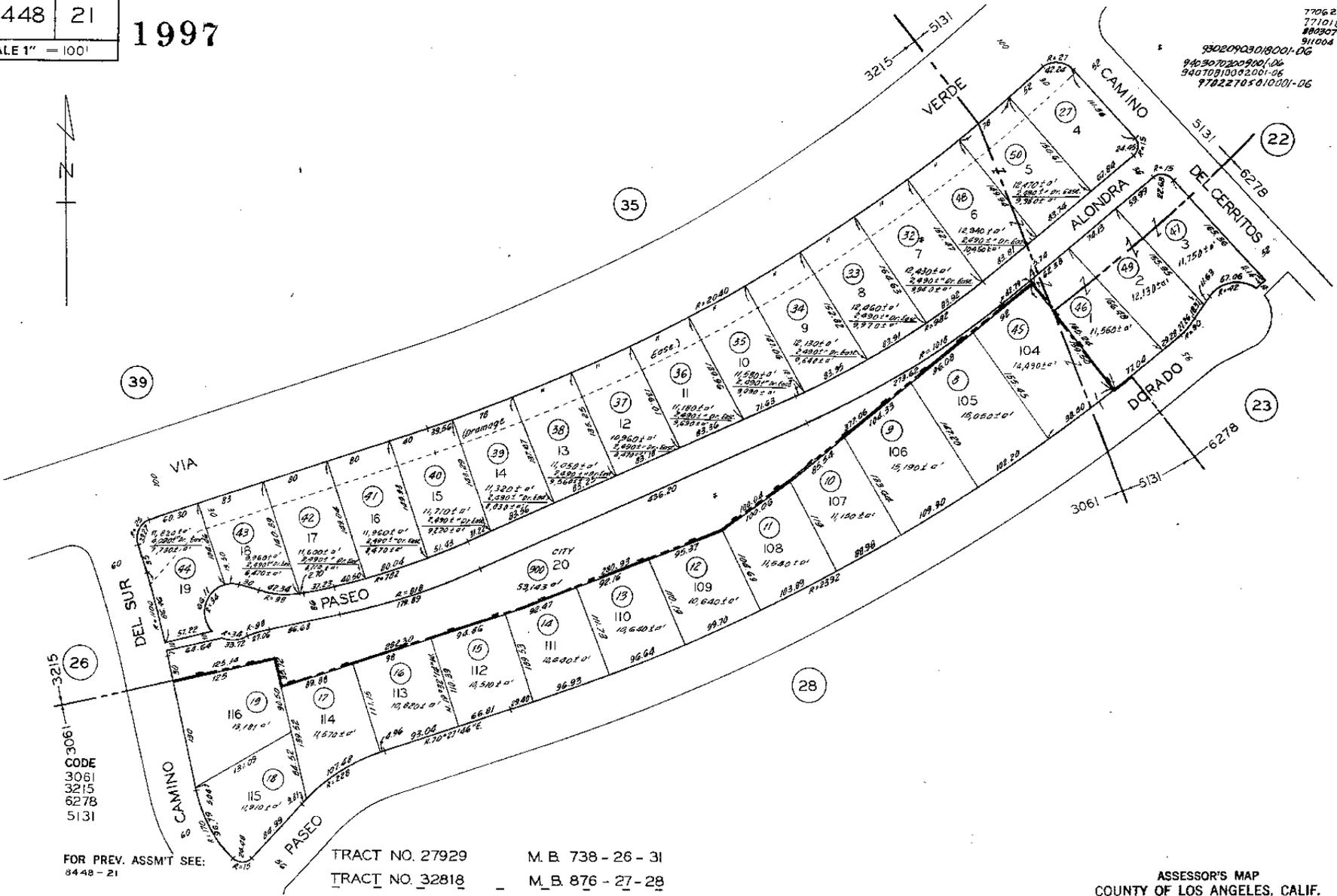
ADDRESS	TRACT 32818, LOT NO.	ASSESSOR'S REFERENCE	2013-2014 ASSESSMENT	2014-2015 ASSESSMENT INCREASE	TOTAL 2014-2015 ASSESSMENT
1204 Via Verde	4	8448-021-027	532.58	0.00	532.58
1228 Via Verde	7	8448-021-032	532.58	0.00	532.58
1236 Via Verde	8	8448-021-033	532.58	0.00	532.58
1244 Via Verde	9	8448-021-034	532.58	0.00	532.58
1252 Via Verde	10	8448-021-035	532.58	0.00	532.58
1260 Via Verde	11	8448-021-036	532.58	0.00	532.58
1306 Via Verde	12	8448-021-037	532.58	0.00	532.58
1318 Via Verde	13	8448-021-038	532.58	0.00	532.58
1322 Via Verde	14	8448-021-039	532.58	0.00	532.58
1330 Via Verde	15	8448-021-040	532.58	0.00	532.58
1338 Via Verde	16	8448-021-041	532.58	0.00	532.58
1346 Via Verde	17	8448-021-042	532.58	0.00	532.58
1354 Via Verde	18	8448-021-043	532.58	0.00	532.58
1362 Via Verde	19	8448-021-044	532.58	0.00	532.58
1219 Paseo Dorado	1	8448-021-046	532.58	0.00	532.58
1203 Paseo Dorado	3	8448-021-047	532.58	0.00	532.58
1220 Via Verde	6	8448-021-048	532.58	0.00	532.58
1211 Paseo Dorado	2	8448-021-049	532.58	0.00	532.58
1212 Via Verde	5	8448-021-050	532.58	0.00	532.58
			10119.02	0.00	10119.02

8448 | 21
SCALE 1" = 100'

1997



77062741
771018
88007-88
91004
93020903018001-06
94030702009001-06
94070810082001-06
97022705010001-06



CODE
3061
3215
6278
5131

FOR PREV. ASSMT SEE:
8448 - 21

TRACT NO. 27929 M. B. 738 - 26 - 31
TRACT NO. 32818 M. B. 876 - 27 - 28

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of April 22, 2014

From: Blaine Michaelis, City Manager

Initiated By: Theresa Bruns, Director of Parks and Recreation

Subject: Resolution No. 2014-22 Northwoods Open Space Maintenance District

Summary

Adoption of Resolution No. 2014-22 approves the Engineer's Report, declares the City Council's intent to levy and collect an assessment for fiscal year 2014-15 at the same rate as last year, and fixes a time and place for a public hearing for Open Space Maintenance District No. 1, Annexation No. 3, tract 32841, Northwoods.

BACKGROUND

The Northwoods Open Space Maintenance District was formed under the provisions of the Landscape and Lighting Act of 1972, Division 15, Part 2, of the Streets and Highways Code of the State of California. The Act further establishes procedures for the annual levy of assessments which includes the approval of an Engineer's Report and establishing a time and place for a public hearing.

On February 25, 2014 the City Council adopted Resolution No. 2014-12 ordering the preparation of the Engineer's Report for the annual levy of assessment for Open Space Maintenance District No. 1, Annexation No. 3 (Tract No. 32841, Northwoods) for fiscal year 2014-2015.

The Engineer's Report has been prepared with the scope of work to include general landscape maintenance, irrigation, water, and electricity. No increase is proposed in the Assessment rate. The 2013-14 assessment rate was \$898.42 per parcel and the rate proposed for 2014-15 will remain at \$898.42 per parcel.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2014-22, thus approving the Engineer's Report and declaring intent to levy and collect an assessment for fiscal year 2014-15, and establishes a Public Hearing for May 27, 2014, for Open Space Maintenance District No. 1, Annexation No. 3, tract 32841, Northwoods.

Attachments:

- Resolution No. 2014-22
- Engineer's Report for Fiscal Year 2014-2015 for Open Space Maintenance District No.1, Annexation No. 3, tract 32841, Northwoods

RESOLUTION NO. 2014-22

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT AN ASSESSMENT FOR FISCAL YEAR 2014-15 PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS FOR OPEN SPACE MAINTENANCE DISTRICT NO. 1 ANNEXATION NO. 3 (TRACT 32841, NORTHWOODS)

WHEREAS, The San Dimas City Council formed Open Space Maintenance District No. 1, Annexation No. 3 under Resolution No. 78-38 pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, the San Dimas City Council proposes the continued maintenance of landscaping improvements within said district for Fiscal Year 2014-2015; and

WHEREAS, the City Council of the City of San Dimas finds that the levy of an assessment at the same amount as last year is exempt from the procedure and approval process of Section 4 of Article XIID of the California Constitution pursuant to Section 5(b) of Article XIID, but any proposed increase in the assessment to be levied for the district is subject to the procedures and approval process of Section 4 of Article XIID of the California Constitution; and

WHEREAS, an Engineer's Report, as required by law, has been presented to and approved by the City Council of the City of San Dimas which provides for the levied assessment at the same rate as last year for the District; and

NOW, THEREFORE, the City Council of the City of San Dimas, County of Los Angeles, State of California, does resolve as follows:

1. The City Council proposes to levy and collect an assessment to maintain improvements within Open Space Maintenance District No.1, Annexation No. 3 (Tract No. 32841) for Fiscal Year 2014-15.

2. The scope of the maintenance work includes all labor, material, and equipment to spray and weed-whip weeds, shrub shearing and tree skirting, culvert clearing, irrigation inspection and trash pick-up three times in the year within said district.

3. The Engineer's Report calls for a total of \$34,139.96 to be collected for Fiscal Year 2014-2015 resulting in a yearly assessment per parcel of \$898.42, which is the same assessment rate as adopted for Fiscal Year 2013-2014.

4. The City Council, by this resolution, hereby approves the Engineer's Report which indicates the amount of the proposed assessments, the district boundary, assessment zones, and detailed description of improvements. A copy of said report is on file in the office of the City Clerk.

5. That the 27th of May, 2014, at the hour of 7:00 p.m., in the San Dimas City Council Chambers, 201 East Bonita Avenue, San Dimas, California, is hereby set as the Public Hearing where any and all persons having any objection to the levy of the proposed assessment may appear and show cause why said work should not be done or carried out in accordance with this resolution of intention. The City Council will consider all oral and written protests.

APPROVED AND ADOPTED this 22nd day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2014-22 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of April 22, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

CITY OF SAN DIMAS
OPEN SPACE MAINTENANCE DISTRICT NO.1, ANNEXATION NO. 3
(TRACT 32841, NORTHWOODS DEVELOPMENT)

**ENGINEER'S REPORT
FISCAL YEAR 2014-2015**

SECTION 1 AUTHORITY FOR REPORT

This report is prepared pursuant to the order of the City Council of the City of San Dimas, and in compliance with the requirements of Article 4, Chapter 1, Landscaping and Lighting Act of 1972, and Article XIII D of the California Constitution.

SECTION 2 THE IMPROVEMENTS

The improvements consist of an irrigation system and landscaping of easements within Tract No. 32841, which was required to be installed by the developer and accepted for maintenance by the City. The plans and specifications for the landscaping are in conformance with the requirements of the conditions of approval of said Tract No. 32841, and City Standards. Reference is hereby made to the said plans and specifications for the exact location and nature of the landscape improvements. Said plans and specifications by reference are hereby made a part of this report, and are on file in the office of the City Engineer.

SECTION 3 DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the assessment diagram is on file in the office of the City Engineer.

SECTION 4 ESTIMATE OF COSTS OF THE IMPROVEMENTS

The cost of the initial landscaping of Tract 32841 was borne by the subdivider; therefore, all assessments relate to maintenance only.

Direct Maintenance Costs:

General Maintenance (by Contract)	\$16,900
Utilities – Electrical	\$ 880
Utilities – Water	\$14,500
New Planting	\$ 0
Irrigation Repairs or Upgrades	\$ 3,000

Total of Direct Maintenance Costs: \$35,280

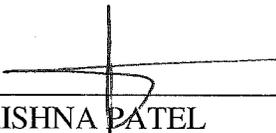
CURRENT ASSESSMENT:	\$34,140 (\$898.42/parcel)
2014-15 ANNUAL ASSESSMENT:	\$34,140 (\$898.42/parcel)

SECTION 5 ASSESSMENT

The following information regarding assessments to individual lots for the 2014-2015 Fiscal Year is contained herein and is to be levied on July 1, 2014. The net amount estimated to be assessed upon the assessable lands within the district is \$34,140, which is apportioned to all assessable lots shown on the attached Assessment Roll.

The landscape district was developed for the benefit and enjoyment of all properties included within the assessment district boundaries, and all parcels benefit equally from the improvements.

Respectfully submitted,



KRISHNA PATEL
DIRECTOR OF PUBLIC WORKS

P.E.

CITY OF SAN DIMAS ASSESSMENT ROLL FOR			
OPEN SPACE MAINTENANCE DISTRICT NO. 1, ANNEXATION No. 3			
Northwoods			
ADDRESS	TRACT 32841, LOT NO.	ASSESSOR'S REFERENCE	2014-2015 ASSESSMENT
1793 Calle Alto	1	8395-023-002	898.42
1789 Calle Alto	2	8395-023-003	898.42
1785 Calle Alto	3	8395-023-004	898.42
1781 Calle Alto	4	8395-023-005	898.42
1777 Calle Alto	5	8395-023-006	898.42
1773 Calle Alto	6	8395-023-007	898.42
1767 Calle Alto	7	8395-023-008	898.42
1765 Calle Alto	8	8395-023-009	898.42
1761 Calle Alto	9	8395-023-010	898.42
1757 Calle Alto	10	8395-023-011	898.42
1753 Calle Alto	11	8395-023-012	898.42
1749 Calle Alto	12	8395-023-013	898.42
1745 Calle Alto	13	8395-023-014	898.42
1741 Calle Alto	14	8395-023-015	898.42
1737 Calle Alto	15	8395-023-016	898.42
1733 Calle Alto	16	8395-023-017	898.42
1729 Calle Alto	17	8395-023-018	898.42
1725 Calle Alto	18	8395-023-019	898.42
1721 Calle Alto	19	8395-023-020	898.42
1719 Calle Alto	20	8395-023-021	898.42
1702 Calle Alto	21	8395-023-022	898.42
1706 Calle Alto	22	8395-023-023	898.42
1710 Calle Alto	23	8395-023-024	898.42
1714 Calle Alto	24	8395-023-025	898.42
1718 Calle Alto	25	8395-023-026	898.42
1722 Calle Alto	26	8395-023-027	898.42
1726 Calle Alto	27	8395-023-028	898.42
1730 Calle Alto	28	8395-023-029	898.42
1121 Paseo Sandi	29	8395-023-030	898.42
1113 Paseo Sandi	30	8395-023-031	898.42
1105 Paseo Sandi	21	8395-023-032	898.42
1102 Paseo Sandi	32	8395-023-033	898.42
1110 Paseo Sandi	33	8395-023-034	898.42
1118 Paseo Sandi	34	8395-023-035	898.42
1780 Calle Alto	35	8395-023-036	898.42
1784 Calle Alto	36	8395-023-037	898.42
1788 Calle Alto	37	8395-023-038	898.42
1792 Calle Alto	38	8395-023-039	898.42
			34,139.96

OPEN SPACE MAINTENANCE DISTRICT NO. 1, ANNEXATION NO. 3
 (TRACT 32841, NORTHWOODS DEVELOPMENT)

M.B. 873-12-13



ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.



San Gabriel Valley Council of Governments

Date: April 7, 2014
To: Governing Board Delegates and Alternates, City Council Members, & City Managers
From: Andrea Miller, Executive Director
RE: MARCH 2014 GOVERNING BOARD HIGHLIGHTS

Below is a summary of the major action items at the March 20, 2014, meeting of the Governing Board.

LOS ANGELES COUNTY SPECIALIZED AERIAL FIRE FIGHTING EQUIPMENT

At the January meeting of the San Gabriel Valley Council of Governments (SGVCOG) Governing Board, City of Azusa Councilmember and SGVCOG Delegate Angel Carrillo requested that the Governing Board identify alternatives to increase the availability of CL-415 (SuperScooper) aircrafts and other specialized firefighting equipment in the San Gabriel Valley, Los Angeles County, and the State of California during wildfires. Councilmember Carrillo asked that the SGVCOG develop a proposal and resolution calling for the addition of firefighting equipment which could be available throughout California that could be adopted and supported by other Councils of Government and public safety agencies.

At the February meeting, Los Angeles County Fire Department Deputy Chief of the North Regional Operations Bureau John Tripp provided an overview of the CL-415 aircraft, how the aircraft is used, and how it fits within County Fire's aerial firefighting arsenal. The Governing Board directed staff to work with County Fire to

- 1) Analyze the County's firefighting equipment needs,
- 2) Develop recommendations regarding the addition of a CL-415 aircraft and other specialized firefighting equipment,
- 3) Develop recommendations regarding soliciting support from other Councils of Government and public safety agencies, and
- 4) Identify potential sources of funding.

At the March 20, 2014, meeting, County Fire Chief Deputy Mike Metro presented about the aerial firefighting resources that County Fire currently has and a preliminary prioritization of needs. Chief Metro explained the County's contract with the County of Quebec for two CL-415 aircraft and the services provided in the contract. He stated that this arrangement had worked well for the duration of the contract. However, with climate changes that were extending the length of each fire season, changes in the availability of aerial firefighting resources from other agencies – including the California Department of Forestry and Fire Protection (CAL FIRE) and the United States Forest Service (USFS) – and changes to firefighting strategies, the County is evaluating its equipment needs and is in the

process of hiring a consultant to specifically evaluate whether the County should continue to lease or should purchase SuperScooper aircraft.

He stated that the County did intend to hire a consultant to explore whether the County should continue to lease these planes or whether or would be best to purchase the CL-415 aircraft.

For the April 2014 Governing Board meeting, SGVCOG staff and County Fire staff will meet with the California Department of Forestry and Fire Protection (CALFIRE) and the United States Forest Service (USFS) to discuss the potential for coordination of equipment and funding for aerial firefighting equipment.

DUES REQUEST BY THE CITY OF IRWINDALE

The Third Amended and Restated Joint Powers Agreement of the SGVCOG, approved in 2008, provides that the members of the Council shall be responsible for the payment of dues for each fiscal year in amounts periodically budgeted by the Governing Board for the operating costs. A member that fails to pay dues within three months of its annual dues assessment is, after a 30-day written notice, deemed to be suspended from the agreement. The Council and shall be readmitted only upon the payment of all dues then owed by the member. Members that withdraw from membership and desire to be readmitted are also required to pay all dues owed for the current fiscal year and any fiscal year for which the member had been withdrawn.

Currently, the dues structure for the SGVCOG, approved by the Governing Board in June 2007 upon recommendation of the City Managers' Steering Committee, includes a \$5,000 base fee plus \$0.30 per capita. At that time, the Governing Board also established a \$30,000 cap on member dues, directed that the dues cap be reviewed every three years, directed that an annual review of the need for an adjustment of dues based on the Consumer Price Index (CPI) be completed, and capped CPI adjustments at 5 percent and indicated the timeframe during which the CPI would be calculated would be determined. This is the Governing Board-adopted dues structure for the SGVCOG.

The cities of Industry and Irwindale do not pay dues based on the adopted dues structure – since 2007, these two cities pay their dues based on the average dues of all of the member agencies. While there is no formal action addressing the different formula for the cities of Irwindale and Industry, the practice appears to have been implemented based on the different character of these communities when compared to the other San Gabriel Valley cities. Specifically, the other communities are primarily residential in character with commercial/retail supporting the residential uses and some industrial. The cities of Irwindale and Industry are heavily commercial/industrial.

The City of Irwindale suspended its COG membership in FY 2012-2013 but now desires to resume its membership and inquired about the dues. The City requested that the COG's adopted dues formula be applied to the City of Irwindale and asked that the Governing Board suspend the requirement that the City must pay the prior years' dues as a condition of readmission to the COG, in recognition of the excess dues amounts that were previously paid by the City. Irwindale has a relatively low population, and the land use and zoning in Irwindale is similar to that of other San Gabriel Valley cities. It is estimated that the City paid an additional \$13,000 to \$15,000 each year because of the formula used to calculate the City of Irwindale and City of Industry's dues.

The SGVCOG also explored Irwindale's request with the City of Industry. The City of Industry expressed support for Irwindale's request that the population-based formula but agreed that its dues would continue to be assessed in an amount equal to the average dues of all of the member agencies.

The City Managers' Steering Committee reviewed Irwindale's request at its March 2014 meeting and recommended that the Governing Board utilize the population-based formula adopted by the Board in June 2007 to calculate the City of Irwindale's annual membership dues. The City of Irwindale's back-dues – for FY 2012-13 and 2013-14 – should also be determined according to the population-based formula as a condition of readmission.

The Governing Board voted to calculate the City of Irwindale's annual membership dues using the formula adopted by the Governing Board in 2007, and to assess the City of Irwindale's back dues – for FY 2012-2013 and 2013-14 – according to the population-based formula as a condition of readmission.

LEGAL SERVICES AGREEMENT

At the February 2014 Executive Committee meeting and the February 2014 Governing Board meeting, General Counsel Richard Jones reported that the Legal Services Agreement with Jones & Mayer is set to terminate in April 2014 and indicated that his firm is interested in continuing the relationship with the SGVCOG on the same terms and conditions, including the hourly rates and termination provisions, as the current agreement, which commenced in 2009. He reported that he is agreeable to the same terms and conditions, including the hourly rates and termination at the will of the Board, reflected in the current 5-year agreement, and noted the matter would be agendaized for an upcoming meeting. It was suggested that the Agreement be for a term of one-year.

The City Managers' Steering Committee meeting discussed the matter at its March 5, 2014, meeting and recommended the Governing Board consider a one-year agreement with the same terms and conditions as the existing agreement, including retainer and 30-day termination, with an option for an additional one-year term(s) based on the assurances related to costs. The Committee also recommended the Board develop a formal performance evaluation process for legal services.

The Governing Board voted to authorize the Executive Director to execute a five-year agreement with Jones & Mayer for a one-year term, commencing on April 1, 2014, and to develop a formal performance evaluation process for legal services.

Should you have any questions, please contact the SGVCOG offices at (626) 457-1800.

cc: City Managers TAC
Public Works TAC
Planning Directors TAC



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of April 22, 2014

From: Blaine Michaelis, City Manager

Initiated By: Ken Duran, Assistant City Manager

Subject: Report from the Inland Valley Humane Society regarding skunk issues in San Dimas

BACKGROUND

In December 2013 Bill Harford, President of the Inland Valley Humane Society, made a presentation to the City Council regarding the Community Cat Program. At that time it was mentioned to Mr. Harford that there appears to be a proliferation of skunks in the community. Mr. Harford agreed to evaluate the situation and bring a report back to the City.

Mr. Harford has submitted the attached wildlife report outlines statistics indicating that San Dimas does have a disproportionate number of skunk incidents compared to the other Foothill communities. The incidents of skunk activity appear to be concentrated in the town core area.

Staff has met with Mr. Harford to discuss the results of his report and to develop a strategy to address the proliferation of the skunk population. The strategy involves a concentrated education and resident assistance program as briefly outlined in Mr. Harford's report. Mr. Harford will be in attendance at the meeting to elaborate on his findings and the proposed strategy of education and resident assistance.

April 14, 2014

Inland Valley Humane Society and SPCA

2013 Foothill Community Wildlife Report

In 2013 The Inland Valley Humane Society and SPCA received and responded to more than 600 wildlife related calls in the foothill communities of Claremont, La Verne and San Dimas, 400 of which were skunk related.

In San Dimas alone we had 188 skunk encounters. In neighboring La Verne we had 130 and in Claremont only 21 encounters.

For San Dimas we plotted the requests on a city map and determined that the area with the most reported issues was East of the 57 freeway, South of the 210 freeway, North of Arrow Hwy and West of San Dimas Canyon Road.

The San Dimas encounters and reports were broken down as follows: 22 reported loose in a neighborhood, 62 confined in traps, 95 dead on the street and 9 miscellaneous reports.

The Humane Society realizes that a more proactive comprehensive Humane Solutions approach must be taken to educate the community of the issues and problems that exist and will continue to exist unless we make reasonable and responsible changes.

We are proposing a community wide Humane Solutions wildlife education program beginning in June that will address all the issues and give the residents of San Dimas the tools necessary to resolve their skunk problems.

The Humane Society will mail or deliver to every San Dimas resident a Humane Solutions information brochure/flier.

The Humane Society will be providing the residents with options and information depending on their particular situation. We will offer the residents the opportunity to have their property evaluated by our staff to determine possible reasons why the skunks are called to their property and a written recommended course of action.

The recommended options will include the use of humane deterrents, property modifications that help limit exposures and nesting.

The Humane Society looks forward to working with the City Manager's office on the implementation of this much needed program.



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of April 22, 2014

FROM: Blaine Michaelis, City Manager *BM*

SUBJECT: Initial direction regarding the consideration of an agreement with FilmLA for the coordination and processing of permits for on-location motion picture, television and commercial productions.

SUMMARY

FilmLA is a private not for profit organization formed in 1995 to provide coordination services for the permitting process and filming of on-location motion pictures, television and commercial productions in the LA region. FilmLA is primarily funded from permit coordination fees paid by production companies – city filming permit fees are still collected, but those fees are remitted directly to the city.

FilmLA fulfills a liaison and facilitation role with production companies on behalf of client cities. They handle the process from initial inquiry through the preparation of agreements and logistical coordination for the filming. They work with the city and production company to establish filming conditions that meet the needs of the community and the company. They also administer the provisions of the filming permit during the production – working with neighbors, resolving field issues, ensuring that provisions of the permit are adhered to during the shoot and so forth.

Another element of their services is the promotion of San Dimas as a location for future filming opportunities through referrals and marketing.

There are other companies that also perform film permitting services. For example the 'Warren Beatty Movie' filming recently completed in San Dimas hired Pacific Production Services to handle the permitting needs for their shoot. Pacific Production Services are actually a competitor of FilmLA – they have client cities they work for as well – Bellflower and others.

With our initial review of the options to consider filming permit services, we do see a benefit from taking the time to speak with other cities about their experience with FilmLA and other film permit service

providers. Other cities have had more experience with filming and permit companies which would be of value to us in considering the best approach and the best vendor. We also see a benefit with speaking to production companies themselves to find out what arrangements and /or vendors are most helpful to them with their on-location filming.

Therefore, after our initial review, our thoughts with this matter are to request that you ask us to continue to evaluate FilmLA and other film permit services, and interview other cities and production companies to prepare a more comprehensive recommendation on potential changes to our filming permit process.

RECOMMENDATION

- Receive presentation from staff – discuss and ask questions as desired.
- Instruct staff to continue to evaluate FilmLA and other film permit services, and interview other cities and production companies to prepare a more comprehensive recommendation on potential changes to our filming permit process at a future meeting.

Attachment:

FilmLA Face Sheet

Example of a Contract for Services (with the City of Vernon)



Company Fact Sheet

Overview: FilmL.A. is a private, 501(c)4 not-for-profit community benefit organization. FilmL.A. coordinates and processes permits for on-location motion picture, television and commercial production under contract to the City of Los Angeles, Los Angeles County, and several other local jurisdictions. All permits are issued by the authority of and in accordance with the policies of each contracted jurisdiction.

Ongoing community relations is a key component of the service FilmL.A. provides. The organization works to strike a balance between the needs and interests of the entertainment industry and the neighborhoods affected by on-location production.

In today's highly competitive, global entertainment production market, FilmL.A.'s services help the Los Angeles region retain its status as the entertainment production capital of the world.

- Services:** FilmL.A.'s core service is to provide expert, centralized coordination of multi-jurisdictional on-location filming permits in the world's highest-volume film production region. The process of film permitting is enhanced by the following ancillary services:
- **Community relations.** FilmL.A.'s job is to facilitate filming, but not at the expense of neighborhoods. We proactively establish an open rapport with communities and coordinate permits with their concerns in mind.
 - **Community notification of filming.** FilmL.A. performs uniform, consistent notification to communities to ensure that residents and businesses are well informed in advance of filming activity. These notices also solicit community input that is taken into consideration in the film permitting process.
 - **Advance production planning assistance.** Even the most carefully planned and executed productions can have an impact on local communities. Advance planning minimizes this impact, pre-empts conflict and can even reduce the cost of production. By sharing our vast knowledge of area locations and known issues and conflicts, FilmL.A. prepares future permit seekers to make better, more-informed production decisions.
 - **Compilation and reporting of production-related data.** FilmL.A. is asked routinely for production information, analysis and counsel by government representatives, economists and members of the media interested in understanding the Los Angeles filming environment.

Structure: Most municipal film offices and state film commissions are publicly-funded government entities focused on promoting their regions to the film industry. FilmL.A. was created when the City and County of Los Angeles decided to privatize their film permit offices. The privatization allows more flexibility in providing services to production companies and the communities in which they film.

FilmL.A. is funded primarily by permit coordination fees paid by production companies (permit coordination fees are separate from the location fees charged by individual property owners).

Clients:

- City of Los Angeles
- County of Los Angeles
- City of Diamond Bar
- City of Industry
- City of La Habra Heights
- City of Lancaster
- City of Palmdale
- City of South Gate
- City of Vernon
- Burbank Unified School District
- Glendale Unified School District
- La Cañada Unified School District
- Lawndale Elementary School District
- Los Angeles Unified School District
- Norwalk / La Mirada Unified School District
- San Gabriel Unified School District
- Angeles National Forest, U.S. Dept. of Agriculture

Contacts: Paul Audley, President
Art Yoon, Executive Vice President
Denise Gutches, CFO
Donna Washington, VP, Operations
Philip Sokoloski, VP, Integrated Communications

FilmL.A.'s 29-member board of directors represents a wide range of stakeholders, including entertainment industry executives, labor and trade representatives and community leaders.

Employees: 62 full-time / 13 part-time

Founded: 1995, through joint action by the City and County of Los Angeles

Headquarters: On the lot at Los Angeles Center Studios (LACS) in downtown L.A. FilmL.A. also has a liaison office dedicated to handling production in North Los Angeles County.

CONTRACT NO. _____
BY AND BETWEEN, THE CITY OF VERNON, a municipal corporation (City),
and FILML.A., Inc (Contractor)

WHEREAS, there is a need for efficient film permit coordination services to provide a more favorable environment within the City to encourage filming and still ensure that filming activities outside of a studio are conducted in a manner that protects the public interest, including public safety, and balances the needs of the general public with the needs of the filmmaker; and

WHEREAS, the City is authorized to contract with private agencies including non-profit corporations for the operation of City programs; and

WHEREAS, the City Council has determined that public purposes will be served by entering into this Contract with the Contractor for the coordination of film permits; and

WHEREAS, the Contractor is duly incorporated pursuant to the California Non-Profit Public Benefit Corporation Law and is authorized by law to provide services and collect fees contemplated by this Contract; and

WHEREAS, the Contractor is qualified by reason of experience, preparation and organization to provide the services contained within this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements herein set forth and mutual benefits to be derived therefrom, the parties agree as follows:

Section 1. Term of the Contract

The term of this Contract shall be annual from the date of execution unless terminated earlier in accordance with Section 7. Upon mutual approval of the City and Contractor 30 days prior to expiration, the term of this Contract may be extended additional periods of one (1) year under the same terms and conditions contained herein.

Section 2. Activities to be Performed

The Contractor shall perform all the services set forth in the Scope of Work, Exhibit A, to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

Section 3. Contract Administration

The City Administrator, or designee, shall have full authority to act for the City in the administration of this Contract, consistent with the provisions contained

herein. Film Permits are approved for release by the Vernon Fire Department which is the Permit Authority.

Section 4. Reporting Requirements

The Contractor shall provide information to the City as required in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference. The City Administrator, or designee, and Contractor shall mutually agree on the acceptable format and methodology for submission of this information. The City Administrator or designee shall also have the authority to make minor adjustments to reporting timeframes, provided that all required reports are still provided in a timely manner and reflecting the information originally intended.

Section 5. Contract Notices

Written notices pertaining to this Contract shall be directed to:

President
FilmL.A. Inc.
1201 W. 5th Street, Suite T-800
Los Angeles, CA 90017

City Administrator
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Section 6. Incorporation of Exhibits, Precedence of Documents

Hereby incorporated by reference into this Contract are Exhibits A through B, which are attached hereto. In the event of any inconsistency between the provisions of this Contract and the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- The Body of this Contract (Through and Inclusive of Section 18)
- Exhibit A – Scope of Work
- Exhibit B – Reporting Requirements

Section 7. Termination

Either party may terminate this contract by giving 30 days written notice to the other party. The termination will be effective 30 days after the receipt of the written notice. Contract provisions for indemnity, statements, audits, payments, and refunds survive termination. The City may immediately terminate this Contract for cause. Cause shall be defined as:

- the lapse of insurance as required herein after a reasonable period for cure by the Contractor;

- violation of city or state ethics or lobbying laws;
- the discovery of organized, sustained activity that the Contractor is unwilling to cease;
- the initiation of bankruptcy proceedings or the loss of managerial control of the Contractor to another party, including regulatory entities;
- gross negligence in the performance of the duties under this Contract;

Should termination of this Contract by the City be done for cause, the Contractor shall:

- Provide to the City and its agents, and grant a perpetual, royalty free license to use, all information collected, created and used under the performance of this Contract ("data") in a form facilitating the immediate use of the information within 24 hours (48 hours for information stored off-site). This will include, but not be limited to, statistical, informational, operational, financial, legal and relevant personnel information;
- Provide a period of continued access to the City, free of charge, for the use of any and all software and computer systems which the Contractor own(s)(ed) and utilize(s)(ed) in providing services under this Contract not to exceed 30 days, during which time the City and Contractor may enter into a license agreement for ongoing use by the City of the Contractor's software system. The terms of such license agreement shall be reasonable as compared to similar software license agreements.
- In the alternative, if both parties agree, the City may negotiate to acquire the source code for, and other rights to, the software owned by the Contractor.

Section 8. Compensation to Contractor

The Contractor shall develop and maintain fee structures which eliminate the costs to City or its taxpayers. Contractor will receive no compensation from the City for the activities performed in connection with this Contract.

The Contractor may charge its Entertainment Industry Customers a fee for each and any service contractor provides under this Contract as provided in Section 16.

Section 9. Environmental Impact

The Contractor shall take all reasonable steps to minimize impact on the environment and cooperate with City efforts to protect the environment. City may prohibit productions outside of enclosed building that portray sexual exposure or excessive violence.

Section 10. City Access to Contractor

The Contractor shall provide priority handling of all phone calls, emails and all other communications from City staff to contractor management.

Section 11. Monitoring and Evaluation

The Contractor shall ensure:

- that authorized representatives of the City have the right of access to activities, records and facilities operated by contractor under this Contract without prior or advance notice being given to the contractor. Activities include attendance at meetings of the contractor's Board of Directors (if such a Board exists), observation of on-going contractor outreach efforts, compliance with audits and provision of any/all on-site records (including electronic) within 24 hours of the request of the City. Exceptions shall include confidential employee matters and litigation. If records are stored off-site, they shall be kept in a manner that allows for the provision of the records within 48 hours. Approval of the City Contract Administrator must be obtained for a method of storage that will result in more than 48 hours to access records.
- the cooperation of its staff and contractor's board members, in their official capacities (if such a board exists). The City Contract Administrator or designee, at its discretion, may periodically conduct performance or financial reviews of contractor. These reviews may focus on any topic including, but not limited to, the extent to which the terms of the contract are being fulfilled, customer and public satisfaction with the duties contractor performs, the outreach efforts that have been implemented, the measurable goals achieved, the effectiveness of outreach management, and the impact of the outreach.

Section 12. Non-Discrimination and Equal Treatment of Customers

No person shall, on the grounds of race, sex, creed, color, religion, handicap, political affiliation or belief, national origin, sexual orientation, marital status, medical condition or age be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs or employment supported by this Contract.

The Contractor shall provide equal treatment to all similarly situated customers seeking a permit to film motion pictures, television shows, music videos, still photos or other purposes; seeking notification services; seeking to make comments or complaints about filming matters; and any other customers seeking services provided by contractor to the City. Contractor will indemnify the City from the impact of not providing equal treatment. Permit and other requests will be judged solely upon the merits of the request.

Section 13. Public Records Act

The Contractor shall be familiar with the California Public Records Act and must supply all information to persons or members of the public requesting information as may be required under such act.

If a dispute arises among the City, the contractor and a person requesting information, the City will notify the contractor so that contractor has the opportunity to seek a court order precluding the disclosure of such information. In the absence of the contractor obtaining such an order, the contractor must release the information.

Contractor acknowledges that all information generated as a result of this contract is part of the public domain and subject to the California Public Records act. This includes permit data, location information, permittee data, revenue, costs, notification data and complaints. Contractor should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

Section 14. Insurance

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor or Contractor's officers, employees, or agents.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Contractor or Contractor's officers, employees, or agents in performing the services required by this Agreement.

(c) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers compensation insurance as required by law.

(d) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Excess Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, and provide policy coverage and terms at least as broad as those required in the primary insurance.

(e) Contractor shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+; VII in the latest edition of Best's Insurance Guide.

(g) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(h) At all times during the term of this Agreement, Contractor shall maintain on file with the Risk Manager, a certificate or certificates of insurance, satisfactory to the City Attorney and Risk Manager, along with a copy of the policy declarations page for each policy showing that the aforesaid policies are in effect in the required amounts. Upon request by City, Contractor shall cause its insurers to issue certified copies of the insurance policies evidencing that the coverage and policy endorsements required under this Agreement are maintained in force. Contractor shall, prior to commencement of work under this Agreement, file with the Risk Manager, such certificate or certificates and a copy of the policy declarations page for each policy. The policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, officials, employees, agents, and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. Contractor hereby waives all rights of subrogation against City, its officers, officials, employees, agents, and volunteers.

(j) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 15. Policies and Procedures

The Contractor shall develop and maintain clear, written non-proprietary policies and procedures of their operations and processes they use. It is further expected

that these policies and procedures be shared and made available for review by the City Contract Administrator and Permit Authority. To the extent that the policies and procedures impact City operations, approval of the Contract Administrator must be obtained prior to implementation.

Section 16. Contractor Fees

The Contractor may charge its Entertainment Industry Customers a fee for each and any service contractor provides under this Contract. Changes to the fees must provide the Entertainment Industry Customers and the City Contract Administrator at least 30 days notice. The City has the right to review the fees that the contractor charges its Entertainment Industry Customers. The City may require that the fees be changed if, fee increases exceed the change in the Consumer Price Index for all goods and services for the Los Angeles Metropolitan area for the preceding period. The preceding period shall begin with either the effective date of this Contract or the effective date of the most recent change in fees, whichever is later. The preceding period shall end with the proposed effective date of the proposed fee increase.

Section 17. Reserve for City Fees

The Contractor shall, at all times, maintain a cash balance equal to at least twice the average monthly amount of City Fees paid by contractor to the City during the prior fiscal year (i.e., from July 1 through June 30), which will not be used to pay operating expenses. Maintain as part of its accounting system a separate account showing the amount of City Fees that the contractor estimates it may become obligated to pay as a result of on-location filming by its Entertainment Industry Customer.

Section 18. Arbitration and Venue

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator shall be a retired judge. All decisions of the arbitrator shall be in writing, and the arbitrator shall provide written reasons for their decision. The arbitration decision shall be final and binding on the Parties. Judgment on the award may be entered in any court having jurisdiction pursuant to this Agreement. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court having jurisdiction pursuant to this Agreement. The exclusive jurisdiction and venue under this Agreement shall be the Superior Court of California, Los Angeles County.

Section 19. Attorneys Fee

In the event a dispute, claim or litigation arises regarding this Agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys fees and actual costs, which may be set by the arbitrators or the court in the same action or in a separate action brought for that purpose, in addition to any other relief which is obtained.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

City of Vernon, a California charter City and California municipal corporation

FilmL.A., Incorporated, a California corporation

By: _____
Mark Whitworth
City Administrator

By: _____
Name: _____
Title: _____

ATTEST:

Willard G. Yamaguchi, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Michael B. Montgomery,
Interim City Attorney

EXHIBIT A

SCOPE OF WORK

A. The Contractor shall provide services to the City in the following categories as described below:

1. Film Permit Coordination Services

The contractor will assist Entertainment Industry Customer with securing film permits within the City of Vernon. The contractor will operate with the following purposes:

- Coordinate the film permit process in a centralized manner within the parameters established by the City;
- Coordinate the film permit process in order to assure that filming will be conducted at such times and in such a manner as to cause a minimum of interference with neighborhood and commercial/industrial districts;
- In coordination with the City, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
- In coordination with the City, improve conditions relating to motion picture, television and photography activities for the Vernon City area; and,
- If requested by the City, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

The contractor shall perform the following tasks:

- Coordinate processing of film permit applications from Entertainment Industry Customers;
- Interface with City departments with respect to permit applications to obtain input in developing permit terms and conditions (including any general terms, conditions and restrictions applicable to all permits), coordination logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
- Ensure that the description of activity on permit applications provided to the City is accurate and detailed, especially activity that is likely to generate public concern such as screams for help, screeching tire, etc.;
- Provide guidance and advice on the permit process to Entertainment Industry Customers;
- Coordinate with the City on the dissemination of filming related information on the internet;
- Make recommendations that reflect the needs of the community, the City and the production company to City departments with respect to the handling and processing of individual permit applications and the development of permit terms and conditions;

- Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by Industry, the City or when the Contractor's experience and judgment dictate;
- Upon Contractor's receipt of approval by the City Permit Authority, Contractor will release film permits issued by the City Permit Authority to Entertainment Industry Customers;
- The Contractor will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the Vernon Fire Department or designee officer and/or designated City personnel;
- Respond to complaints (See Section 3);
- Collect funds (including estimated City fees), process refunds (if warranted) and make monthly remittances of amounts due to the City;
- Provide filming data, records, reports and background information (See Exhibit B):
- If requested, provide advice to the City regarding filming policy and the permit process;
- If requested by Entertainment Industry Customers, the Permit Authority or by requirement of Special Filming Conditions, provide monitor services at specified locations permitted for filming. Approval of the City Permit Authority shall be obtained prior to implementation of any polices or procedures which identify a protocol of when, where, at what time and under what circumstances and conditions contractor monitors will be required for permitted activity; and
- If requested, collect DOT signs posted on a temporary basis as a result of filming for specified locations. Specified locations include all locations which require a contractor monitor as well as any location in which contractor staff reasonably expects to be on location at the completion of permitted activity.
- Permits shall be coordinated in a time frame which allows proper review and approval by City personnel, including but not limited to: the posting of lane, street and road closure requests; and the assignment of required City personnel. All permit requests made to the contractor and transmitted to City Departments for review must be made in advance of the requested activity and in accordance with the existing City departmental policy. The City will seek to minimize required turnaround times to the extent possible.
- All requests provided to the Permit Authority for the review and approval must contain all reviews and recommendations already obtained from other City departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Permit Authority, the contractor shall include the reviews and recommendations already obtained.
- The release of approved permits to Entertainment Industry Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.

- In all instances where neighborhood filming guidelines or other City policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the City Council. The community survey may be conducted by the production company, the Contractor or a Subcontractor.
- Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of City holidays.
- Collect estimated City fees from Entertainment Industry Customers in advance of releasing a film permit and pay the City within 60 calendar days of receiving a final invoice for City Fees.
- Process requests for refunds from Entertainment Industry Customers within 30 calendar days of receiving final documentation that indicates a refund is due.
- For specified locations, where monitors or other designated contractor staff are assigned contractors will collect and account for all signs City reports as being posted immediately following the conclusion of permitted activity. All signs collected will be returned to City following the conclusion of the permitted activity. Along with the signs, contractor will submit a brief report containing the number, type of, and location of signs collected and returned by contractor.

2. Notification Services

The contractor will provide notification services. The contractor will operate with the following purpose:

- Provide services to nearby residents and businesses and City entities, of upcoming filming.

The contractor(s) shall perform the following tasks:

- Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community);
- Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as screams for help, screeching tires, etc.;
- Maintain detailed, accurate records related to all services provided under this contract and made available for review by the City, including, but not limited to: sample notice, a map of the area where the notice was distributed to, and any issues encountered in conducting the notice and the resolution of those issues;
- Provide notification data, records and background information;
- Provide advice to City officials and departments regarding the notification process; and,
- Respond to inquiries regarding the notification process from City officials.

3. Complaint Referral Services

The contractor will provide complaint referral services to assist with the timely resolution of community and entertainment industry complaints.

The contractor shall perform the following tasks:

- Receive complaints on a 24 hour/7 day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate City personnel and contractors;
- Provide complaint data, records and background information;
- Provide advice to City officials and departments regarding filming policy and complaints received;
- Receive and respond to complaints regarding filming from City officials and departments, including the appropriate referral of complaints to appropriate City personnel and contractors;
- Review written stakeholder comments and complaints and, in consultation with the City, prepare written responses to the comments or complaints.
- Refer complaints to appropriate City personnel and contractors within 15 minutes if the activity is currently in progress. If there is no after hours contact provided by a City department then the call shall be referred to the Permit Authority in a manner determined by the Permit Authority.
- If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within one (1) calendar day and finalize/complete any responses, including written, if necessary, within seven (7) calendar days.
- Provide response services to complaints on a 365 days-a-year, 24 hours-a-day, 7 days-a-week basis.

4. Maintenance of Records

The Contractor is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by the company). Record keeping details should also separately account for the three different types of services provided under this Contract.

5. City Fees

The Contractor shall remit all City Fees monthly.

- The Contractor shall not deduct from any remittance to the City any transaction fees or other costs incurred as a result of accepting payment from its entertainment industry customers in the form of credit card, debit, wire transfer, check, or other forms of payment.
- The Contractor shall remit City Fees to the City with U.S. currency and may not reduce payments to the City by costs associated with the conversion of foreign currency to U.S. currency.
- For film permits coordinated through Contractor, Contractor not the Entertainment Industry Customers, is obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Entertainment Industry Customers. If the Contractor desires to adopt a

regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, the Contractor would still be required to remit all City Fees within 60 calendar days of receiving a final invoice for City fees regardless of their ability to collect from individual Entertainment Industry Customers.

- The Contractor may collect deposits from its Entertainment Industry Customers so if violations occur deposits can be used to pay for fees/fines/financial penalties.
- The Contractor shall, after receiving from the City a final invoice for City Fees, pay to the City, in the United States currency, all City Fees invoiced with the next regularly scheduled payment.
- The Contractor shall act in good faith in disputing any City Fees billed (either timely or late) by the City, and contractor and the City will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any City Fees is finally resolved, either by agreement between contractor and the City or by legal action or some other agreed-upon dispute resolution method, contractor will pay such City Fees at the same time as the next normal payment is due to the City. However, payment of disputed fees shall be separated out from the normal payment.
- If contractor fails to pay all or any portion of City Fees within the time payment of such fees is due as set forth in this section, the payment of the unpaid portion will be considered late.
 - If a payment remains unpaid for more than 30 calendar days after it is considered late, such unpaid amount of City Fees will be considered delinquent and subject to a penalty of 1% of the delinquent amount.
 - If a payment is delinquent for more than 30 calendar days, delinquent amounts (including the 1% penalty) will also be subject to interest charges. Interest on such delinquent amounts will be calculated at a rate equal to the prime rate at the time such unpaid City Fees become delinquent plus five percent, and interest will accrue at that rate from the date the unpaid City Fees became late until payments made by contractor.

6. Emergency Response and Coordination

The Contractor shall assist the City in responding to unusual occurrences and large scale emergencies when a state of emergency is declared by the City, including cancelling, revoking or not processing permit requests and communicating with the Entertainment Industry.

The Contractor shall direct its staff to cooperate fully with the City and follow the direction of the Contract Administrator, the Mayor, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.

The Contractor shall, as requested cooperate with City efforts to recover costs associated with the Emergency from the federal and state governments.

The Contractor shall, as requested, coordinate the dissemination of emergency related information to the entertainment industry and assist the City in canceling, delaying, rescheduling and relocating filming and managing the related public relations.

7. Marketing Program

- Maintain a web site providing information about City facilities available for filming. Such site shall include photographs along with contact information for the City department that schedules filming activity at the facility. If for any reason Contractor is unable to continue providing a location library web site, it shall make available to the City of Vernon, free of charge, any photographs, documents, or systems owned by Contractor, which compromised the location library.
- If requested by the City, cooperate with City efforts to enhance and retain jobs (within the City) in all segments of the entertainment industry including multimedia and other new emerging technologies. However, Contractor shall not be required to expend its own financial resources to accomplish such programs.

EXHIBIT B

REPORTING REQUIREMENTS

Permit Coordination – Reporting Requirements

1. The Contractor shall submit to the City Administrator, within 30 calendar days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Entertainment Industry Customers and amounts paid to the City in City Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.
2. The contractor shall submit to the City Administrator, on a monthly basis, in a format approved by the Contract Administrator, a list of all of its Entertainment Industry Customers, including: the Production Company's name any known contact personnel, as applicable; address; telephone number; contact person; type of production; production title; and requested filming location(s) and date(s).
3. The Contractor shall submit to the City Administrator an annual report addressing the impact of City policies, rules and regulations on filming in the City and recommendations to improve the environment for on-location filming in the City.
4. The Contractor shall submit to the City Administrator a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit subsequent changes to those policies and procedures within 15 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
5. The Contractor shall submit a reconciliation statement and aging report with each payment of City fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of City fees for which FilmL.A. has not received a final invoice after completion of filming activity. Should the aging report show that a City department has not submitted final invoices for at least 60 days after completion of the filming activity, the City Administrator will notify the City department and request submission of final invoices to FilmL.A. within 30 days. Should the aging report show that a City department has not submitted final invoices for at least 90 days after completion of the filming activity, the City Administrator will forward the Aging report, along with detail provided by FilmL.A. to the Mayor and City Council.

Notification Services – Reporting Requirements

6. The Contractor shall submit to the City Administrator, within 30 calendar days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers.

Complaint Referral – Reporting Requirements

7. The Contractor shall maintain a record of all complaints lodged by the City, on behalf of the City or a City resident or business concerning on-location filming events in the City. A report on complaints will be provided on a quarterly basis as determined by the City Administrator and the Permit Authority as well as a compilation of data provided annually. Complaint data, records and background information provided must be clear and complete.



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of April 22, 2014

From: Blaine Michaelis, City Manager

Initiated By: Ken Duran, Assistant City Manager

Subject: Walker House Food Concessionaire Agreement with Luca Bella at the Walker House

BACKGROUND

In January 2012 the food concessionaire at the Walker House choose not to continue their operations. In February 2012 the City began the process of recruiting for a new concessionaire. One of the issues that during the process was the question of the future ownership of the Walker House due to the dissolution of the Redevelopment Agency. In September 2012 it was agreed to suspend further consideration of a new concessionaire until after the future ownership issue had been resolved through the dissolution process.

In October 2013 the City received notification from the State Department of Finance on the approval for the Walker House to be retained in ownership by the City. This approval secured the future ownership of the House and allowed the City to move forward with consideration of a new food concessionaire.

The City Council Sub-Committee of Mayor Morris and Council member Templeman met and reviewed options on proceeding with proposals. The Sub-Committee recommended contacting the previous proposers and those that had expressed an interest since then, to have them submit proposals. The City Council confirmed that approach at their October 8th meeting.

Staff prepared a Request for Proposal and made contact with 10 potential proposers. By mid-December four proposals were submitted. The Sub-Committee met and reviewed the proposals. The Sub-Committee eliminated one proposal due to lack of experience. They requested that one previous proposer be afforded the opportunity to reconsider and resubmit their proposal due to concerns with significant elements of their proposal. They directed staff to solicit a more detailed proposal from the other two proposers.

Letters were sent to the remaining two proposers requesting a more detailed proposal. One of them contacted us and stated that their circumstances had changed and stated they were no longer interested in pursuing this opportunity. The other proposer, Chris Felippa, Lucca Bella Fine Foods, submitted a more detailed proposal in January.

The sub-committee met with the Mr. Felippa on February 20th at the Walker House to review his proposal and walk through the building with them. At the February 25th City Council meeting the sub-committee and staff recommended going forward with negotiations with Mr. Felippa for a Concessionaire Agreement.

The Council held a study session on March 11th to meet with Mr. Felippi and discuss his proposal. The Council also met in closed session on March 11th and gave staff direction to negotiate a Concessionaire Agreement with Mr. Felippi.

DISCUSSION

Over the course of the past month staff has negotiated with Mr. Felippi resulting in a proposed Concessionaire Agreement. The key elements of the Agreement are summarized as follows:

- Parties – Currently the managing entity of the Walker House is the Walker House Master Tenant, LLC which was established for the benefit of the tax credit process. Once the Master Tenant arrangement ceases the Agreement will be transferred to the City. Mr. Felippi has set up a new corporate entity, Luca Bella at the Walker House, for this operation.
- Defines the concession services to be provided to include lunch, dinner and brunch at a frequency of no less than 5 days per week for lunch and dinner including Friday and Saturday.
- Defines the food service space as the kitchen, all of the downstairs rooms, veranda and patio.
- Products and Services section describes that Chris Felippa shall maintain substantial participation in the operations and describes the type of cuisine as outlined in his proposal.
- Community groups use of the patio – Allows for use of the patio by the City or other community groups up to 6 times per year on a pre-scheduled basis.
- Non-concessionaire areas section acknowledges that the building is shared by other groups and the building is generally open to the public.
- Term – Initial length of term is 5 years with a 5 year option. The termination provision provides for early termination of the Agreement for various causes.
- Fee Structure – The monthly rent is based upon a percentage of gross receipts. The percentage is different for on-site dining versus off-site catering. The amount of the percentage increases at certain intervals.

Beginning Year 1

6% - On-site dining and events

4% - Off-site catering prepared on-site

1% - Off-site catering prepared and served off-site

Beginning Year 3

8% - On-site dining and events

5% - Off-site catering prepared on-site

1% - Off-site catering prepared and served off-site

Beginning Year 6 (5 year renewal)

10% - On-site dining and events

6% - Off-site catering prepared on-site

1% - Off-site catering prepared and served off-site

- Furnishings and Décor – The Agreement provides an inventory of kitchen equipment and furniture that is furnished by the City. The Concessionaire is responsible for the maintenance, repair and replacement of all equipment during the term of the Agreement.
- Upkeep and Maintenance – The Agreement outlines the maintenance and janitorial responsibilities of the City and Concessionaire.
- Signs – Identifies the process for sign approval.
- Utilities – Describes the shared arrangement for utilities payments. Concessionaire is responsible for all gas, sewer, refuse and 1st floor electricity. Water is shared 50/50%, billed by the City.
- Security Deposit – Requires a nominal, good faith, \$5,000 security deposit.

Staff feels that the Agreement is consistent with the direction given by the City Council and addresses all of the key issues to protect the City, provide a reasonable rent and allow Mr. Felippi the flexibility to grow a successful food operation. Mr. Felippi is in concurrence with all of the elements of the Agreement.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the proposed Concessionaire Agreement on behalf of the Walker House Master Tenant, LLC.

CONCESSIONAIRE AGREEMENT
BETWEEN
WALKER HOUSE MASTER TENANT, LLC
AND
LUCA BELLA AT THE WALKER HOUSE

This Concession Agreement (the "Agreement") is entered into this _____ day of _____, 2014, by and between the Walker House Master Tenant, LLC, a Limited Liability Corporation, (the "Master Tenant") and Luca Bella at the Walker House, A California Corporation (" the Concessionaire.")

RECITALS

- A. The San Dimas Redevelopment Agency, (the "Agency") owned and restored the historic building, the Walker House (the "Building") which is located at 121 North San Dimas Avenue, in the City of San Dimas (the "City"). Exhibit "A" is a floor plan and site plan of the Building and grounds.
- B. Agency included in the restoration of the Building, a completely developed, furnished and equipped restaurant style kitchen as provided in 5.1. In addition to the Food Concession Services, as hereinafter defined, the Building is occupied and utilized from time to time by Community Groups as hereinafter defined, and, because of its historic nature, shall be open to public visitation.
- C. The Master Tenant was established as the managing owner of the Building.
- D. In October 2013, the Agency was granted approval from the California State Department of Finance to transfer the underlying ownership of the Building to the City.
- E. In 2013 the City invited proposals from various persons and entities interested in and capable of providing and managing the Food Concession Services in the Building in a first class manner
- F. After review and consideration of the proposals and based on Concessionaire's experience and proposal, the Master Tenant desires to enter into this Concessionaire Agreement with Concessionaire to provide, manage and operate the Food Concession Services, and, Concessionaire agrees to do so in accordance with the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Master Tenant and Concessionaire agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "On-Site Catering Services" means any pre-arranged food and beverage functions of multiple customers, such as parties, banquets, wedding receptions, picnics and similar events where payment for the entire event/function rests with one individual or company and the service is provided at a location other than the Building and the food is prepared at the Building.

1.2 "Off-Site Catering Services" means any pre-arranged food and beverage functions of multiple customers, such as parties, banquets, wedding receptions, picnics and similar events where payment for the entire event/function rests with one individual or company and the service is provided at a location other than the Building and the food is also prepared at a location other than the Building.

1.2 "Community Groups" as used herein means those organizations or groups which are located within the City and which are engaged in activities and programs that support the City and which the City Council has approved as being "Community Groups" for purposes of access to and use of the Building.

1.3 "Flex Space" as used herein includes rooms 212/213.

1.4 "Food Concession Services" as used herein is limited to providing food and beverage services typical of those provided in a first class restaurant including lunch, dinner and brunch, at a frequency to be mutually agreed upon by the Master Tenant and Concessionaire, but in no event less than five day per week for lunch and dinner; including Friday and Saturday dinner and private functions and catering services.

1.3 "Primary Restaurant Space" as used herein means rooms 106, 118, 121, 123, 128 134, 135 and 136, collectively referred to as the "Kitchen"; rooms 107, 108, 110, 111, 112, 113, 114, 115 and 116 collectively referred to as the "Dining Room" and the veranda and patio.

1.4 "Private Functions" as used herein means those uses of the Building by individuals or organizations, where the general public is excluded from attendance, e.g., weddings, banquets, receptions, business meetings and similar events.

ARTICLE 2. USE AND MANAGEMENT OF BUILDING

2.1 Products and Services

The selection of Concessionaire was in part based on Concessionaire's experience and reputation for providing a first class restaurant experience including fine

dining and exceptional service. Concessionaire confirms that Chris Felippa shall commit to a continuing substantial participation in and personal attention to supervising all aspects of the Food Concession Services. Concessionaire is provided flexibility in customizing menus, amenities, and prices according to the budgets of patrons and clientele in order to meet the separate needs of various patrons. However, Concessionaire's proposal provides an illustrative description of the cuisine and menu as "California Cuisine is a style of cooking that combines bold flavors of its diverse ethnicities, using the freshest ingredients from local farms and purveyors. Luca Bella combines this healthy style of cooking, using high quality ingredients, organic when possible, in preparing dishes with an Italian influence."

2.2 Booking Policies and Use Priorities.

The calendar of use and scheduling of the patio shall be the responsibility of Concessionaire. The City or Community Groups may use the patio a minimum of six (6) days per year based upon an annual calendar submitted in November of each calendar year. Additional use of the patio by the City or Community Groups may be available upon approval of the Concessionaire and upon request at least three months in advance. Approval may not be denied if the requested date is not previously scheduled by Concessionaire.

2.3 Non-Concession Areas.

Concessionaire acknowledges that Community Groups will occupy various portions of the Building and that the Building will be generally open to the public. Concessionaire agrees to work cooperatively with the City and these Community Groups.

2.4 Building Custodian

Concessionaire shall be responsible for opening and closing the Building on days and times that coincide with its hours of operation for general public use. Community Groups shall be responsible for all other times.

2.5 Nondiscrimination.

Concessionaire hereby warrants that no person will be barred from use of the Building because of race, sex, national origin, physical handicap, religious preference, or other non-discrimination criteria established by the State of California or the City.

ARTICLE 3. TERM

3.1 Initial Term

The Term of this Agreement shall begin on June 1, 2014 ("Effective Date") and shall end at midnight on May 31, 2019, unless the Term of the Agreement is sooner terminated as provided herein.

3.2 Options to Extend

Concessionaire shall have the option to extend the original five (5) year term of this Agreement, subject to all the provisions of this Agreement, for one (1) additional period of five (5) years. Concessionaire may exercise its option hereunder by giving written notice of Concessionaire's irrevocable exercise of said option not less than six (6) months and not more than one (1) year before the end of the Term then in effect.

Concessionaire's right to exercise the option to extend is subject to satisfaction of the following conditions precedent: (i) this Agreement shall be in effect at the time of notice of exercise of an option to extend is given and on the last day of the Term of the Agreement prior to its extension; (ii) Concessionaire shall not be in Default under any provision of this Agreement at the time notice of exercise of the option is given or on the last day of the Term prior to its extension; and (iii) the notice to exercise the option to extend shall be delivered in strict compliance with the requirements and limitations set forth in this Section shall immediately and automatically terminate and shall be of no further force or effect in the event that the Agreement is terminated.

ARTICLE 4. CONCESSION FEES

4.1 Fee Structure

For the use and occupancy of the Building throughout the Term of this Agreement Concessionaire shall pay to Master Tenant a monthly Percentage Fee ("the Fee") as provided in Section 4.1.1 below.

4.1.1 Monthly Percentage Fee – Beginning upon the Effective Date of this Agreement and thereafter, Concessionaire shall pay to Master Tenant a Fee equal to six percent (6%) of all Gross Revenues on Food Concession Services and Private Functions; four percent (4%) on On-site Catering Services and one percent (1%) on Off-site Catering Services (as herein defined).

Beginning on Year Three (3) of the Effective Date of this Agreement, Concessionaire shall pay to Master Tenant a Fee equal to eight percent (8%) of all Gross Revenues on Food Concession Services and Private Functions; five percent (5%) on On-site Catering Services and one percent (1%) on Off-site Catering Services (as herein defined).

Beginning on Year Six (6) of the Effective Date of this Agreement, if Concessionaire has exercised his option to extend as outlined in Section 3.2, Concessionaire shall pay to Master Tenant a Fee equal to ten percent (10%) of all Gross Revenues on Food

Concession Services and Private Functions; six percent (6%) on On-site Catering Services and one percent (1%) on Off-site Catering Services (as herein defined).

All Fees shall be payable within fifteen (15) days after the end of each month in which those Gross Revenues that were used to calculate said Fee accrued. The first Fee payment shall be made with respect to the period commencing on the Effective Date set forth above and ending on the last day of the month in which said day occurs.

4.1.2. (a) – Gross Revenues – “Gross Revenues” as used herein shall mean all receipts, revenues, income, proceeds of sales and compensation for services of every kind arising from the Food Concession Services and Private Functions provided at the Building, On-site Catering or Off-site Catering; calculated on a cash basis. Gross Revenues shall include any insurance proceeds, except insurance proceeds used to rebuild, replace, or refurbish the Building, and/or any amount recovered in any legal action or proceedings or settlement, net attorney’s fees, thereof that represents compensation for the loss or reduction of Gross Revenues; provided, however, the Gross Revenues shall not include the following items:

(i) All taxes collected as direct taxes from customers or in respect of any business conducted at the Building to be paid to competent taxing authorities;

(ii) Tips collected for payment to food and beverage service employees.

4.1.2.(b) – Statement of Gross Revenues: Records, Inspection and Audit. At the time specified in Section 4.1.1 for the payment of the Fee, Concessionaire shall deliver to Master Tenant a true and accurate statement signed by Concessionaire showing the total Gross Revenues received during the preceding month, and the amount of the Fee being paid pursuant to this Agreement calculated on such Gross Revenues.

Concessionaire shall keep true and correct records of all Gross Revenues. The records to be kept shall include, but shall not be limited to, all sales slips, credit card receipts, house charge account receipts, reports and statements, unbilled accounting documents, ledgers, cash register tapes, sales tax returns, sales books, bank statements, and other records reasonably necessary to verify Gross Revenues. All records shall be kept at Concessionaire’s principal place of business for not less than three (3) years after delivery of the required monthly report; provided that Master Tenant may inspect the reports upon reasonable notice at a reasonable time. In the event Master Tenant wishes to make any copies of the records, they shall be made by Concessionaire at Master Tenant’s expense. No documents shall leave Concessionaires premises.

Master Tenant shall have the right, during regular business hours and from time to time after giving reasonable notice, to do any or all of the following: to audit the records as provided above; to cause an audit of the records to be made; to make abstracts from the records and to make copies of any or all of the records. Concessionaire shall make all records specified in the notice available at the time specified in the notice, if reasonable, and at the place where the records are to be kept. All information, so

obtained by the Master Tenant shall be treated as confidential except in any litigation or arbitration proceedings between the parties and in any tax proceeding. All of Concessionaire's financial information obtained by Agency, except for summaries of such information prepared by Master Tenant, shall be treated as confidential, except as provided above.

If the audit discloses that the Gross Revenues were understated by more than three percent (3%) of the actual Gross Revenues, Concessionaire shall pay the cost of the audit and investigation; otherwise, Master Tenant shall bear the cost of such audit and investigation. If an audit or investigation reveals that the Gross Revenues have been misstated for any reason, the amount due shall be adjusted as appropriate, and the Master Tenant or Concessionaire, if either, shall, promptly after the correction, pay any difference for the period affected by said adjustment.

4.1.3 Late Charge: Miscellaneous

If Concessionaire fails to make any Fee payment within ten (10) days after the same is due, then Concessionaire shall pay to Master Tenant an additional two and one-half percent (2.5%) of the amount of such Fees due as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses that Master Tenant will suffer in such circumstances.

Acceptance of the Fees without the late charge will not constitute a waiver of Concessionaire's default with respect to such nonpayment of the late-charge by Concessionaire, nor prevent Master Tenant from exercising all other rights and remedies available under this Agreement. Master Tenant's failure to require or collect the late charge in any one or more instances shall not constitute a waiver of the right to collect subsequent late charges. The Fee shall be paid without deduction, abatement, offset, prior notice or demand.

All payments of Fees shall be made to Master Tenant as they become due in lawful money of the United States of America at such place as shall be designated to Concessionaire by Master Tenant in writing from time to time.

ARTICLE 5. ADDITIONS, ALTERATIONS, IMPROVEMENTS AND MANAGEMENT

5.1 Furnishings and Décor

The Agency shall provide the fixed kitchen equipment and dining tables and chairs as described in Exhibit "B". Concessionaire shall provide all other equipment and furniture necessary to operate the restaurant and provide the Food Concession Services. Any additional furnishings and décor require pre-approval of the Master Tenant to ensure that they are consistent with the historical elements of the Building.

5.2 Damage and Replacement of Furnishings and Décor

The Concessionaire, at its own expense, shall provide routine maintenance and repair of the kitchen equipment and furnishings described in Exhibit "B" and shall be responsible for the replacement of any kitchen equipment and furnishings damaged or deemed inoperable during the term of the Agreement.

5.3 Upkeep and Maintenance of Concession Premises

Master Tenant will be responsible for maintaining the structural elements of the Building. The Master Tenant shall establish a process for Concessionaire to submit service order requests for repairs to the Building. The Master Tenant shall complete service order requests in a reasonably timely manner.

Concessionaire shall be responsible for routine custodial services for the first floor, veranda and patio including but is not limited to cleaning of the restrooms, emptying waste baskets, vacuuming, dusting, window washing and washing down of patio area. Master Tenant shall maintain all landscape areas.

Master Tenant shall provide routine custodial services for the second floor, including the two staircases.

5.4 Permits and Licenses

Concessionaire must comply with the requirements of all City, County, State and Federal laws including but not limited to:

- City of San Dimas business license, building permits.
- City of San Dimas Conditional Use Permit
- County of Los Angeles Health Department permit for a food and beverage operation.
- County of Los Angeles Health Department food handler permits.
- California State Alcoholic Beverage Control Board Liquor license.
- California State Board of Equalization sellers permit.
- County of Los Angeles Sanitation District for the permit and inspection of the grease interceptor.

5.5 Signs

The Master Tenant shall develop a sign program for the Building. Concessionaire shall submit a request for placement of sign(s) prior to the construction or installation of any signs.

5.6 Cooperation with Community Groups and Other Users

Concessionaire shall provide a cooperative approach to coordinate the joint use of the Building with Community Groups and other users of the Building.

Concessionaire has agreed to be an ambassador for the Walker House with the events and uses of the Building.

Community Groups and other users of the Building shall have use and access to all areas of the Building, excluding the Primary Restaurant Space.

5.7 Security Deposit

Concessionaire shall provide a five thousand dollar (\$5,000) security deposit at the time of execution of this Agreement. Master Tenant shall retain this security deposit to insure compliance with the provisions of this Agreement. Master Tenant is authorized to utilize the security deposit to satisfy any obligations of Concessionaire in the event of default by Concessionaire. Upon termination of this Agreement, if Concessionaire has satisfied all of its obligations here under, Master Tenant shall return the security deposit to Concessionaire within 30 days after Concessionaire vacates the Building.

ARTICLE 6 UTILITIES

6.1 Utility Responsibilities

Concessionaire shall be responsible to pay for all gas, sewer grease interceptor, and refuse charges. The Building is metered for electricity. Concessionaire shall be responsible for paying the electricity charges for the first floor meter. The Master Tenant and Concessionaire shall equally share the water costs 50/50 with Concessionaire responsible to pay its share when billed.

ARTICLE 7. INSURANCE

7.1 Public Liability Insurance.

Concessionaire, commencing on the Effective Date and continuing throughout the Term hereof, unless earlier terminated, shall maintain, at no cost or expense to Master Tenant, with a reputable and financially responsible insurance company acceptable to Master Tenant, for the mutual benefit of Master Tenant and Concessionaire, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, misuse or condition of the Building, the improvements thereon, or any adjoining areas or ways, which insurance shall provide combined single limit protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to one or more persons, and at least One Million Dollars (\$1,000,000) for property damage.

7.2 Policy Form, Content and Insurer.

All insurance required by the provisions of this Agreement shall be carried only with responsible insurance companies licensed to do business in this state that are acceptable to Master Tenant.

All such policies required by the provisions of this Agreement shall be nonassessable and shall contain language to the effect that; (i) the insurer waives the right of subrogation against Master Tenant and the City and against them and their representatives; (ii) the policies are primary and noncontributing with any insurance that may be carried by Master Tenant; (iii) the policies cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to Master Tenant and City; and (iv) neither Master Tenant nor City shall be liable for any premiums or assessments, except as provided elsewhere in this Agreement.

Upon Concessionaire's execution and delivery of this Agreement, Concessionaire shall deliver to Master Tenant certificates of insurance evidencing the insurance coverages specified in this Article. Concessionaire shall thereafter deliver to Master Tenant certificates of insurance evidencing the insurance coverages required by this Article upon renewal of any insurance policy. All policies shall name, Master Tenant and City and its successors and assigns as an additional insured and shall have deductibility limits acceptable to Master Tenant, in its reasonable discretion.

7.3 Indemnification.

Concessionaire shall indemnify, defend and hold Master Tenant, City and their representatives, and the property of Master Tenant and City, including the Building and any improvements thereon, free and harmless from any and all losses and liabilities resulting from the use, occupancy or enjoyment of the Building by Concessionaire or any person thereon or holding under Concessionaire arising from any cause. The above indemnification includes, without limitation, any losses and liabilities arising by reason of:

(a) The death or injury of any person, including Concessionaire or any person who is an employee or agent of Concessionaire, or damage to or destruction of any property, including property owned by Concessionaire or by any person who is an employee or agent of Concessionaire, from any cause whatever while such person or property is in or on the Building or in any way connected with the Building or with any of the improvements or personal property on said premises;

(b) The death or injury of any person, including Concessionaire or any person who is an employee or agent of Concessionaire, or damage to or destruction of any property, including property owned by Concessionaire or any person who is an employee or agent of Concessionaire, caused or allegedly caused by either (i) the condition of the Building or some improvement on said premises, or (ii) some act or omission on the Building by Concessionaire or any person in, on, or about the Building with the permission and consent of

Concessionaire;

(c) Concessionaire's failure to perform any provision of this Agreement or to comply with any applicable Governmental Restriction.

ARTICLE 8 TAXES

8.1 Taxes

Concessionaire shall pay and discharge before delinquency all taxes, if any, and assessments that may be levied during the term of this Agreement as a result of Concessionaire's operations, including any possessory interest tax obligation that may be assessed.

ARTICLE 9. ASSIGNMENT AND TRANSFER

9.1 Assignment and Transfer

Concessionaire shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer and encumber all or any part of Concessionaire's interest in this Agreement. Master Tenant reserves the right to assign its interest in this Agreement to the City or a third party which is created as part of former Agency's participation in the Federal Historic Tax Credit Program.

ARTICLE 10. EXPIRATION; TERMINATION

10.1 Termination of Agreement:

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be sooner terminated as follows:

- 10.1.1 Concessionaire agrees since it only has the right to occupy the Building and conduct the Food Concession Services as provided in this Agreement, if Concessionaire defaults in the performance of any provision of the Agreement and fails to cure the same within 30 days after written notice to Concessionaire as provided in 11.2, Master Tenant may immediately terminate Concessionaire's right to possession and Concessionaire shall have no further rights under this Agreement. Concessionaire further agrees that Agency may take possession of the Primary Restaurant Space and any other space in the Building utilized by Concessionaire, change the locks on the Building and deny Concessionaire access to the Building. In the event of termination as provided herein, Concessionaire agrees that it shall remain liable for all rent and payments otherwise owing to

the time of termination and be responsible for damage to any property and Master tenant may apply the security deposit to satisfy any of Concessionaire's obligations. In addition, the Master Tenant may terminate this Agreement on thirty (30) days written notice for any of the following reasons:

- (a) If a voluntary petition under any part of the Federal bankruptcy laws, or an action under present or future insolvency law or statute, is filed by Concessionaire, or petition is filed against Concessionaire, and Concessionaire hasn't cured the same in sixty (60) days.
- (b) If concessionaire shall voluntarily abandon, desert, vacate or discontinue all or part of its operation.
- (c) In the event of an emergency or natural catastrophe, which renders the premises unsafe or unavailable for the intended use, whether such conditions result from earthquake, fire, storm, explosion, flood, riot, civil commotion or otherwise.
- (d) Concessionaire willfully and deliberately commits an act or activity which is calculated to result in substantial damage to the Building or its operations, or which are in direct or substantial interference with the premises.
- (e) Upon appointment of a receiver for Concessionaire or any assignment for benefit of creditors.
- (f) Failure of Concessionaire to maintain in full force and effect any insurance required by this Agreement.
- (g) Failure of Concessionaire to make required payments on their due date.
- (h) Chris Felippa ceases to be personally and continuously involved in providing the Food Concession Services on a day to day basis.

ARTICLE 11. MISCELLANEOUS

11.1 This Agreement provides only a right of use of a temporary duration and does not give Concessionaire any added interest, title, leasehold, estate or right of any kind or extend whatsoever, whether legal or equitable, perceptive or otherwise, no matter how long this Agreement runs. Concessionaire agrees that it will not claim at any time any interest, title, leasehold, or estate in the Building or in any area permissively used by virtue of this Agreement or by virtue of Concessionaire's occupancy, use or expenditure of funds under this Agreement,

11.2 Notices.

Any notice provided for herein shall be given by (i) personal service, (ii) Federal Express, Express Mail, or another like courier service, or (iii) registered or certified first

class United States Mail, postage prepaid, returned receipt requested, addressed as follows:

If to Master Tenant:

City of San Dimas
245 East Bonita Avenue
San Dimas, California 91773
Attention: City Manager

and, If to Concessionaire:

Luca Bella at the Walker House
271 Roundup Road
Glendora, California 91741
Attention: Chris Felippa

Any such notices shall be deemed received upon the earlier of (i) actual receipt or (ii) twenty- four (24) hours after being deposited with the courier service or the United States mail as provided above. The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

11.3 Attorneys' Fees.

In the event that either Party brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other Party of its obligations under this Agreement, the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing Party.

11.4 Time of Essence.

Time is of the essence of each provision in this Agreement.

This Agreement has been approved by action of the City of San Dimas City Council taken at its meeting of April 22, 2014.

In witness whereof this Agreement is executed on the date set forth hereinabove.

Luca Bella at the Walker House

Walker House Master Tenant, LLC

By: _____

By: _____

Title: _____

Title: _____



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the meeting of April 22, 2014

From: Blaine Michaelis, City Manager

Initiated by: Debra Black, Deputy City Clerk

Subject: Introduction of Ordinance 1229 Regarding Electronic Filing and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements

DISCUSSION

On January 1, 2013, Assembly Bill 2452 went into effect adding section 84615 to the California Government Code, which allows local government agencies to allow an elected officer, candidate, committee or other person (hereinafter referred to as "committees") to file statements, reports, or other documents online or electronically with its local filing officer. AB2452 does not include committees who receive contributions or make expenditures less than one thousand dollars (\$1,000), in a calendar year. This bill further authorizes the City Clerk to accept electronic filings in lieu of paper filings.

Under AB2452, local jurisdictions that use and accept electronic campaign filings shall enact an ordinance with required findings approving the use of an electronic system, which includes that the system will operate securely and effectively and will not unduly burden filers. Furthermore, certain defined criteria is prescribed that must be satisfied by a local government agency, including, among others, that the system be available free of charge to filers, available to the public to view filings, and include procedures for filers to comply with the requirement that they sign statements and reports under penalty of perjury. Since the passage of AB2452, local government agencies throughout California have chosen to enact paperless filing, which include the cities of San Diego, Anaheim, Long Beach, Covina, Glendora and San Bernardino.

BACKGROUND

Public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process.

The City Clerk's office will be using NetFile, Inc., the only web-based campaign filing system that meets the criteria of AB2452, thereby allowing a local government agency to become a paperless filing agency. Furthermore, the City Clerk's procedures will meet the criteria set by AB2452; immediately after a committee files its Statement of Organization with the city, the City Clerk's office will offer the system to each committee, at no cost, and provide one-on-one training, as requested. The City Clerk's database will operate securely and effectively without unduly burdening filers while providing immediate online access of redacted statements. Accessibility to online statements can significantly reduce staff time in providing filed statements and will continue to demonstrate the greatest level of transparency.

In addition to electronic filing of campaign statements the City Clerk's office will also offer electronic filing of the Statement of Economic Interest Form 700 for designated employees (those identified in the city's conflict- of- interest code).

Netfile, Inc. realized that smaller cities would have difficulty justifying the cost of the program, and started a pilot program allowing cities to partner together on contracts helping to reduce pricing. By partnering with the City of Glendora and based in the number of filers our cost will be \$1600.00 per quarter and include both services. This is a flat rate and there is no start up, renewal or service fees.

Approval by Council to authorize the City Clerk to use an electronic filing system and accept e-filed statements in lieu of paper filings will significantly reduce paper waste, administrative time spent processing paper files, and most importantly, make reports immediately available to the public, via the city's webpage.

RECOMMENDATION

Staff recommends that City Council introduce Ordinance No. 1229 approving the use of an electronic and paperless filing system and accept e-filed statements. Staff also recommends that Council authorize the City Clerk to enter into a contract with NetFile, Inc. to provide services for the electronic and paperless filings.

Respectfully Submitted,

Debra Black, Deputy City Clerk

Attachments:

Ordinance No. 1229

ORDINANCE NO. 1229

AN ORDINANCE OF THE CITY OF SAN DIMAS ADDING CHAPTER 2.60 TO THE SAN DIMAS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPER FILING METHODS OF CAMPAIGN FINANCE DISCLOSURE STATEMENTS

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act, except those whose contributions and expenditure each total less than one thousand dollars (\$1,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Council expressly finds and determines that the City Clerk's website based system contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and

WHEREAS, the software used by the City Clerk's electronic filing system has been certified by the Secretary of State and meets the requirements set by Government Code Section 84615; and

WHEREAS, the City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. ADDITION TO MUNICIPAL CODE

That Chapter 2.60 is hereby added to Title 2 of the San Dimas Municipal Code to read in full as follows:

2.60.000 ELECTRONIC FILING OF CAMPAIGN DISCLOSURE

.010 Except as set forth in subsections .040 and .050 herein, any elected officer, candidate, committee or other person required to file specified statements, reports, or other documents with the City Clerk as required by Chapter 4 (commencing with Section 84100) of Title 9 of the California Government Code, also known as the Political Reform Act, and that has received contributions or made expenditures of \$1,000 or more, may electronically file such statement using

the City Clerk's online system according to procedures established by the City Clerk.

.020 Any elected officer, candidate, committee or other person who has electronically filed a statement, report or other document using the City Clerk's online system is not required to file a copy of that document in paper format with the City Clerk.

.030 An elected officer, candidate, committee or other person may choose to opt-out of the electronic filing system at any time.

.040 In any instance in which an original statement, report, or other document must be filed with the Secretary of State, and a copy of that document is required to be filed with the City Clerk, the filer may, but is not required, to file a copy using the City Clerk's system.

.050 If the City Clerk's system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person shall file that document in paper format with the City Clerk.

SECTION 2. CERTIFICATION: EFFECTIVE DATE OF ORDINANCE

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be printed once within fifteen (15) days after its adoption in the Inland Valley Daily Bulletin, a newspaper of general circulation, published and circulated in the City of San Dimas, and thirty (30) days from and after its final passage, it shall take effect and be in full force.

SECTION 3. SEVERABILITY

The City Council of the City of San Dimas hereby declares that should any section, paragraph, sentence or word of this ordinance of the Code, hereby adopted, be declared for any reason to be invalid, it is the intent of the Council that it would have passed all other portions of this ordinance independent of the elimination here from of any such portion as may be declared invalid.

PASSED, APPROVED AND ADOPTED THIS XX, day of XXXX, 2014.

Curtis W. Morris, Mayor of City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I, DEBRA BLACK, DEPUTY CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. 1229 was introduced at a regular meeting of the City Council of the City of San Dimas on the 22nd day of April, 2014, and thereafter passed and adopted at a regular meeting of said City Council held on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Deputy City Clerk



NetFile Campaign Disclosure Form 460 *E-Filing & Admin System*

Filing FPPC Forms 460, 496, 497, 450, 461, 465 & 470

Make your hard to track paper filing system obsolete with the single source provider of an e-filing system for your Campaign Disclosure forms! You can have your own jurisdiction's e-filing and administration system for your campaign disclosure filings. The system supports both paperless (INDUSTRY EXCLUSIVE!) as well as paper filed documents.

Being an online system, the agency, filer, and the public can access the system 24/7/365. Since this is a shared platform, the system is affordable for even the smallest local government client. NetFile offers around the clock support that is 100% based in California - no need to worry about foreign based programming or support! All revenue stays in California.

NetFile's Campaign Disclosure Form 460 system advantages are:

- Get rid of paper filings with NetFile's exclusive paperless solution!
- System supports paperless, paper, or a combination of these types of filings
- Reduces the amount of time spent on administration
- Internal kiosk mode makes public requests for documents quick and easy
- Public site posts filings automatically in redacted form
- Automatically generate letters (welcome, notification, amendment, late, fine, etc...)
- Validation significantly reduces amount of amendments for filers
- Works with any modern Windows PC, Mac, or Linux system with current browser
- NetFile is 100% based in CA (no outsourcing of work)

Features

Electronic Filing

Filers can input their data as they go or all at one time. Filers can generate drafts for review. A link from your website starts the filing process. The site is hosted by NetFile but looks just like your site. Our servers ensure fast and efficient filings. The submitted filing is validated to help prevent amendments from happening in the first place.

Agency Management Tool

The system acts as your repository of filers. Create the filers in the database just once. Instant notifications to staff when an e-filing has occurred. System also handles paper filed documents. Just redact and upload for public viewing over the internet. You can even show filings by election cycle on the public site. Notification, late, and fine letters can also be automatically generated. Custom letters with your letterhead are also accommodated.

Campaign Disclosure E-filing/Admin Facts:

Paperless is here!

NetFile is the only system available to allow a City or County in CA to get rid of paper filed Campaign Statements.

Many Years Proven Success

NetFile's local government clients in California have been using this system for several years. Don't be fooled by companies claiming to have an e-filing system but all it is doing is barcoding paper filings.

No Setup Fees

You don't have any hidden costs for setting up your agency.

Staff Support and Training Included in Fee

Being a hosted solution, you enjoy a low ongoing cost that includes both staff support and training at no additional cost to you! There is no limit to the amount of staff support or training provided to our clients.

No Long Term Commitment

All our contracts have 30-day out clauses (for any reason)!

Data is Safe and Secure

Backups are made nightly for all of you and your filer's data. The data is sent offsite to multiple locations to ensure the safety and integrity of your data.

No IT Involvement Necessary

All IT has to do is place a link on your website (that's it)!

NetFile Dedication

NetFile has been in business since 1998. Providing e-filing systems and software is all we do! There are no other distractions to keep us from servicing our clients to the fullest extent!