



**AGENDA**  
**REGULAR CITY COUNCIL MEETING/SAN DIMAS HOUSING**  
**AUTHORITY AND SAN DIMAS PUBLIC FACILITIES**  
**FINANCING CORPORATION**  
**TUESDAY, DECEMBER 9, 2014, 7:00 P. M.**  
**SAN DIMAS COUNCIL CHAMBERS**  
**245 E. BONITA AVE.**

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**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. 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

**3. 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:

**RESOLUTION NO. 2014-64, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF NOVEMBER AND DECEMBER, 2014.**

b. Approval of minutes from November 25, 2015 Regular and Study Session Meetings

c. TENTATIVE TRACT MAP 17259 (TTM 11-01)

Approval and adoption of Resolution No. 2014-65, approving Final Map for Tract 17259 located at 301 S. San Dimas Avenue and authorizing its recordation. (APN: 8390-0119-036 and 037)

**RESOLUTION NO 2014-65, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP FOR TRACT 71259 AND AUTHORIZING ITS RECORDATION**

- d. **RESOLUTION NO. 2014-70**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE TIRE-DERIVED PRODUCT GRANT FUNDS FOR PLAYGROUND SURFACING AT VIA VERDE PARK
- e. Golden Hills Road Realignment – Award Engineering and other related services
  - a) Appropriation of additional \$130,000 from the Infrastructure Fund to supplement existing Golden Hills Road Project funds
  - b) Award of Engineering and other design related services to Land Design Consultants, Inc. in the amount of \$134,000
- f. San Gabriel Valley Council of Governments - Updates

END OF CONSENT CALENDAR

#### 4. PUBLIC HEARING

- a. **ENVIRONMENTAL ASSESSMENT AND CONSIDERATION OF THE FOLLOWING APPLICATIONS FOR THE PROPERTY LOCATED AT 299 E. FOOTHILL BOULEVARD (APNS 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905):**
  - 1) **General Plan Amendment 13-01:** A request to amend the General Plan Land Use Designation from “Open Space” to “Single Family Low” to allow for a density level of 3.1 to 6 units per acre; and
  - 2) **Municipal Code Text Amendment 13-08:** A request to create a new “Specific Plan No. 27” that would allow for a 36-unit single-family detached residential development; and
  - 3) **Zone Change 13-01:** A request to change the zone of the site from Light Agricultural (A-L) and Open Space (OS) to Specific Plan No. 27. The Open Space portion of land is excess City land within and adjacent to Horsethief Canyon Park; this land will be acquired by the applicant through a Development Agreement; and
  - 4) **Tentative Tract Map 72368 (TTM 13-01):** A request to subdivide the subject site into 36 single-family residential lots with ten (10) common use lots to be maintained by the Homeowners Association; and
  - 5) **DPRB Case No. 13-20 & Precise Plan No. 13-03** A request to develop a non-gated community with 36 two-story, single-family detached residences on a 6.4 acre site. The homes will range in size from 2,175 sq. ft. to 2,475 sq. ft. on lots ranging in size from 3,264 sq. ft. to 6,040 sq. ft.; and
  - 6) **Tree Removal Permit No. 13-27;** A request to remove 53 of the 56 trees from the subject site; A tree replacement plan will be required and be incorporated into the landscape plan; and
  - 7) **Mitigated Negative Declaration with Mitigation Measures; and A Development Agreement with the City:** An agreement to purchase approximately 20,000 sq. ft. of excess area of land within and adjacent to the

City's Horsethief Canyon Park and to not allow for increases in Development Fees and certain impact fees relating to the proposed development for a time period of ten (10) years in order to allow for the construction of the project.

**THE PLANNING COMMISSION VOTED 3-2 (Davis, Schoonover voted no)  
ON ALL THE ABOVE APPLICATIONS ON NOVEMBER 20, 2014 TO  
RECOMMEND APPROVAL TO THE CITY COUNCIL**

- 1) **RESOLUTION NO. 2014-66**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING GENERAL PLAN AMENDMENT 13-01, AMENDING THE LAND USE DESIGNATION MAP FROM OPEN SPACE TO SINGLE FAMILY LOW (3.1-6) FOR THE PROPERTY LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)
- 2) **ORDINANCE NO. 1232**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 13-08 AMENDING CHAPTER 18 ZONING TO CREATE A NEW SPECIFIC PLAN NO. 27 FOR THE DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED RESIDENTIAL LOTS FOR THE PROPERTY AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)
- 3) **RESOLUTION NO. 2014-67**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING ZONE CHANGE 13-01, A REQUEST TO CHANGE THE ZONING FROM LIGHT AGRICULTURAL (AL) AND OPEN SPACE (OS) TO SPECIFIC PLAN NO. 27 FOR THE PROPERTY LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)
- 4) **RESOLUTION NO. 2014-68**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING TENTATIVE TRACT MAP 72368 (TTM 13-01), A REQUEST TO PROCESS A TENTATIVE TRACT MAP TO DEVELOP 36 SINGLE-FAMILY RESIDENTIAL LOTS AND TEN (10) HOA COMMON AREA LOTS LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN's: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)
- 5) **RESOLUTION NO. 2014-69**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING DEVELOPMENT PLAN REVIEW BOARD CASE NO. 13-20, PRECISE PLAN NO. 13-03 AND TREE REMOVAL PERMIT 13-27, A REQUEST TO DEVELOP 36 TWO-STORY SINGLE-FAMILY DETACHED RESIDENCES ON A 6.4 ACRE LOT AND THE REMOVAL OF 53 TREES FROM THE SITE LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)
- 6) **ORDINANCE NO. 1233**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 36 SINGLE-FAMILY RESIDENTIAL LOTS WITHIN SPECIFIC PLAN NO. 27

**5. OTHER BUSINESS**

- a. Approve a renewal of the San Dimas Mobile Home Accord for an additional term starting January 2, 2015

**6. MEETING OF SAN DIMAS PUBLIC FACILITIES FINANCING CORPORATION**

- a. Public Comments (*This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.*)
- b. Approval of Minutes for meeting of December 10, 2013.
- c. Election of Officers
- d. Members of the Corporation

**7. MEETING OF SAN DIMAS HOUSING AUTHORITY CORPORATION**

- a. Public Comments (*This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.*)
- b. Approval of Minutes for meeting of December 10, 2013.
- c. Members of the Authority

**8. 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.

**9. ADJOURNMENT**

The next meeting will be on December 11, 2015 at 3:00 p.m. and the next regular meeting on January 13, 2015, 7:00 p.m.

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

<http://www.cityofsandimas.com/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 DECEMBER 5, 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) AND AT THE VONS SHOPPING CENTER (Puente/Via Verde) AND THE CITY'S WEBSITE AT [www.cityofsandimas.com/minutes.cfm](http://www.cityofsandimas.com/minutes.cfm).

**RESOLUTION NO. 2014-64**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SAN DIMAS, CALIFORNIA, APPROVING  
CERTAIN DEMANDS FOR THE MONTHS OF NOVEMBER  
AND DECEMBER 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 Prepaid Warrant Register 11/28/14: (24685-24725) in the amount of  
\$5,149,562.64; and Warrant Register 12/15/14: (149782-149882) in the amount of \$226,728.61.

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup>, DAY OF DECEMBER 2014.**

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

**ATTEST:**

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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 December 9<sup>th</sup>, 2014 by the following  
vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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Debra Black, Deputy City Clerk



WARRANT DATE VENDOR  
BANK OF AMERICA

Disbursement Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
24700	11/28/14	ROBERTSON/JIM	11856 COMPUTER LOAN	702.97				N M 001.117.199
24701	11/28/14	SAN GABRIEL VALLEY C	12559 SGVCM MO. LUNCH 11/19	60.00				N M 001.4120.021.000
24702	11/28/14	CATLETT/WILLIAM MATT	10153 SANTA-HOLIDAY EXT 12/	200.00				M M 001.4420.020.000
24703	11/28/14	ROMAN FOUNTAINS	10542 50% DEPOSIT/CC FOUN	1,867.50	40012			N M 001.4411.023.000
24704	11/28/14	SAN DIMAS PAYROLL/CI	16050 P/E 11/22/14	151,928.38				N M 001.110.004
24705	11/28/14	CA-STATE DISBURSEMEN	11611 EMP DED P/E 11/22/14	567.69				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 SPANCLER NOV/14	788.18				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 EVENT NOV/14	129.32				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 ACCIDENT INS NOV/14	420.52				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 HOSPITAL INS NOV/14	180.52				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 VISITATIONS NOV/14	116.45				N M 001.210.004
24706	11/28/14	AFLAC BENEFIT SERVIC	11077 OPTIONAL BEN NOV/14	1,992.93				N M 001.4190.200.002
24707	11/28/14	CALIF PERS RETIREMEN	15048 EMP DED NOV FOR DEC	4,511.52				N M 001.210.004
24707	11/28/14	CALIF PERS RETIREMEN	15048 CITY PORT NOV FOR DEC	4,268.00				N M 001.212.001
24707	11/28/14	CALIF PERS RETIREMEN	15048 RETIRE NOV FOR DEC	2,294.68				N M 001.4190.200.005
24707	11/28/14	CALIF PERS RETIREMEN	15048 ADMIN FEE NOV FOR DEC	53,208.88				N M 001.4190.200.002
24708	11/28/14	EMPLOYMENT DEVELOPME	12343 SIT P/E 11/22/14	11,777.06				N M 001.210.004
24709	11/28/14	GUARDIAN - APPLETON	12986 EMP DED NOV FOR DEC/1	391.76				N M 001.210.004
24709	11/28/14	GUARDIAN - APPLETON	12986 CITY FOR NOV FOR DE	7,739.21				N M 001.4190.200.018
24710	11/28/14	INLAND EMPIRE UNITED	17060 EMP DED NOV/14	338.00				N M 001.210.004
24711	11/28/14	LINCOLN NATIONAL LIFE	14286 EMP DED P/E 11/22/14	640.00				N M 001.210.004
24711	11/28/14	LINCOLN NATIONAL LIFE	14286 CITY POR P/E 11/22/14	432.78				N M 001.212.001
24712	11/28/14	NATIONWIDE RETIREMNT	14735 EMP DED P/E 11/22/1	9,974.51				N M 001.210.004
24712	11/28/14	NATIONWIDE RETIREMNT	14735 CITY PORT P/E 11/22	18,412.99				N M 001.212.001
24713	11/28/14	PERS RETIREMENT	15639 EMP 7% P/E 11/22/1	870.88				N M 001.210.004
24713	11/28/14	PERS RETIREMENT	15639 CITY 14 P/E 11/22/1	964.17				N M 001.212.001
24713	11/28/14	PERS RETIREMENT	15639 SURVIVOR P/E 11/22/14	48.87				N M 001.210.004
24713	11/28/14	PERS RETIREMENT	15639 PAYBACK P/E 11/22/14	686.63				N M 001.210.004
24713	11/28/14	PERS RETIREMENT	15639 EMP 6.25% P/E 11/22/1	686.63				N M 001.210.004
24713	11/28/14	PERS RETIREMENT	15639 CITY 6.25% P/E 11/22/14	0.01				N M 001.212.001
24713	11/28/14	PERS RETIREMENT	15639 SURVIVOR P/E 11/22/14	728.62				N M 001.4190.200.002
24713	11/28/14	PERS RETIREMENT	15639 OPTIONAL P/E 11/22/14					N M 001.210.004

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WARRANT DATE VENDOR  
BANK OF AMERICA

24714 11/28/14 U.S. BANK  
24714 11/28/14 U.S. BANK

24715 11/28/14 VANTAGEPOINT TRANSFER  
24715 11/28/14 VANTAGEPOINT TRANSFER

24716 11/28/14 VISION SERVICE PLAN  
24716 11/28/14 VISION SERVICE PLAN

24717 11/28/14 WAGE WORKS INC  
24717 11/28/14 WAGE WORKS INC

24718 11/28/14 WAGE WORKS INC  
24718 11/28/14 WAGE WORKS INC

24719 11/28/14 MACKENZIE/CHRIS

24720 11/28/14 AFFILIATED COMPUTER

24721 11/28/14 STEVENS/LARRY

24722 11/28/14 NAPOLI/BOB

24723 11/28/14 DELTA DENTAL INSURAN

24724 11/28/14 DELTA DENTAL OF CALI

24724 11/28/14 DELTA DENTAL OF CALI

24724 11/28/14 DELTA DENTAL OF CALI

24725 11/28/14 SUTTON/JAN

148271 11/28/14 MARTIN & CHAPMAN CO.

148760 11/28/14 AFFILIATED COMPUTER

BANK OF AMERICA

Disbursement Journal

DESCRIPTION AMOUNT

10590 EMP DED P/E 11/22/14 761.05  
10590 CITY PORT P/E 11/22/14 159.60  
920.65

17090 EMP DED P/E 11/22/14 377.83  
17090 CITY PORT P/E 11/22/14 250.00  
1,627.83

17182 EMP DED NOV FOR DEC/14 19.44  
17182 VISION NOV FOR DEC/14 851.56  
871.00

10677 UNREIM MED P/E 11/22/14 759.83  
10677 DEP CARE P/E 11/22/14 777.16  
777.16

10677 ADMIN FEES NOV/14 72.00  
10677 ADMIN/OPTIONAL NOV/14 125.00  
125.00

10102 PETTY CASH/XMAS PRY 500.00

10150 BALANCE ON INV #10629 561.14

10307 REIMB/TRAVEL 11/13-15 612.81

12454 FLAG FOOTBALL-FALL 11,121.00

15140 CITY POR NOV FOR DEC/ 808.67

11973 EMP DED NOV FOR DEC/14 56.15  
11973 CITY PORT NOV FOR DEC/14 431.87  
11973 EMP PYMT NOV FOR DEC/14 141.87  
2,530.01

10754 P/E 11/22/14 1,805.44

10387 CHECK #148271 VOID 75.00CR

10150 WR#148760 VOID 9,143.33CR

TOTAL 5,149,562.64

PO# F 9 S ACCOUNT

N M 001.210.014  
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N M 001.210.004  
N M 001.4190.200.002

N M 001.4210.428.000

N M 001.4190.015.000

N M 001.4309.021.000

M M 001.4420.020.000

N M 001.212.001

N M 001.210.004  
N M 001.210.001  
N M 001.4190.200.002

N M 001.110.004

N M 001.4120.020.001

N M 001.4190.015.000

CLAIM INVOICE

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1062970

\*CHECK TOTAL

ACS FINANCIAL SYSTEM  
12/01/2014 09:11:29  
WARRANT DATE VENDOR  
REPORT TOTALS:

GL540R-V07.24 PAGE 4  
CITY OF SAN DIMAS  
F 9 S ACCOUNT  
PO#

Disbursement Journal  
DESCRIPTION AMOUNT CLAIM INVOICE  
5,149,562.64

RECORDS PRINTED - 000082

ACS FINANCIAL SYSTEM  
12/01/2014 09:11:30

CITY OF SAN DIMAS  
GL060S-V07.24 RECAPPAGE  
GL540R

Disbursement Journal

FUND RECAP:  
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FUND DESCRIPTION  
-----  
001 GENERAL FUND  
012 INFRASTRUCTURE REPLACEMENT  
020 COMMUNITY PARK DEVELOPMENT  
TOTAL ALL FUNDS

DISBURSEMENTS  
5,011,419.85  
134,945.51  
3,197.28  
5,149,562.64

BANK RECAP:  
-----  
BANK NAME  
-----  
CHEK BANK OF AMERICA  
TOTAL ALL BANKS

DISBURSEMENTS  
5,149,562.64  
5,149,562.64

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
149782	12/15/14	BANK OF AMERICA						
		ALBERTSON'S	COUNCIL/STAFF MTG 11/2	66.25		25729		N D 001.4110.021.000
149783	12/15/14	WYNDER, L	GENERAL PLANNING	4,701.16		30560		N D 001.4110.020.000
149783	12/15/14	WYNDER, L	SUCCESSOR AGENCY	1,900.50		30561		N D 001.4110.020.000
149783	12/15/14	WYNDER, L	HOUSING	15,232.50		30562		N D 038.4110.020.302
149783	12/15/14	WYNDER, L		12,499.16		30563		N D 034.4802.851.502
			*CHECK TOTAL					
149784	12/15/14	AMERIPRIDE	UNIFORMS	6.20		14009786663		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	19.80		14009786665		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	TOWELS	14.80		14009836277		N D 001.4342.031.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	31.55		14009836331		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	6.20		14009836348		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	17.80		14009836400		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	TOWELS	4.80		14009892880		N D 001.4342.031.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	31.620		14009892882		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	19.80		14009892884		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	17.50		14009892885		N D 001.4410.029.000
149784	12/15/14	AMERIPRIDE	UNIFORMS	32.70		140989281		N D 001.4415.029.000
			*CHECK TOTAL					
149785	12/15/14	ANDREU/CHARLES F	PARKING HEARING 11/19	105.00		11/19/2014		M D 001.4210.411.001
149786	12/15/14	ARAMARK REFRESHMENT	COFFEE SUPPLIES	185.27		1270892		N D 001.4190.033.000
149787	12/15/14	BAY ALARM COMPANY	SENIOR CTR SMOKE ALAR	306.14		11/21/14		N D 001.4412.015.000
149788	12/15/14	BRATT/DAVID	BRATT MTGS 11/6 & 11/	100.00				M D 001.4309.021.001
149789	12/15/14	BROWN/LOROUS C	INSTR. AEROBICS NOV/14	50.00				M D 001.4430.020.000
149790	12/15/14	BRYANT/ARIEL	REIMB THANKSGIVING PAR	56.76		54059		N D 001.4420.033.000
149791	12/15/14	CHARLES ABBOTT ASSOC	OUTREACH MATERIAL D	1,998.00				N D 001.4341.024.020
149792	12/15/14	CHARTER OAK GYMNASI	GYMNASTICS 11/3-12/8	955.50				N D 001.4420.020.000
149793	12/15/14	COBAN TECHNOLOGIES,	DRAGONEYE LIDAR	2,586.50		9142		N D 041.4210.038.002
149794	12/15/14	COBURN/GWEN	INSTR. AEROBICS NOV/1	150.00				M D 001.4430.020.000
149795	12/15/14	COMMUNITY ACTION-EAP	DEC'14 EMP.ASSIST.	350.00				N D 001.4150.435.000
149796	12/15/14	COMPUTER SERVICE COM	NOV-SIGNALIZED INTE.2	241.00		3864-206		N D 007.4345.020.002
149796	12/15/14	COMPUTER SERVICE COM	NOV-STREETLIGHT LOCAT	415.80		3864-206		N D 007.4341.020.003
			*CHECK TOTAL	2,656.80				



Disbursement Journal

ACS FINANCIAL SYSTEM  
12/03/2014 10:59:17

WARRANT DATE VENDOR

F 9 S ACCOUNT

PO#

CLAIM INVOICE

AMOUNT

BANK OF AMERICA

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
149811	12/15/14	GOLDEN STATE WATER	004812000004	6,049.48	D	008.4414	020.012
149811	12/15/14	GOLDEN STATE WATER	708830000005	429.53	N	001.4415	022.004
149811	12/15/14	GOLDEN STATE WATER	621932000007	457.20	N	001.4415	022.004
149811	12/15/14	GOLDEN STATE WATER	268820000002	387.97	N	001.4415	022.004
149811	12/15/14	GOLDEN STATE WATER	150930000008	277.70	N	001.4415	022.004
149811	12/15/14	GOLDEN STATE WATER	012481000003	277.94	N	001.4415	022.004
149811	12/15/14	GOLDEN STATE WATER	126830000009	430.23	N	075.4443	022.004
149811	12/15/14	GOLDEN STATE WATER	377040000009	784.97	N	075.4443	022.004
149811	12/15/14	GOLDEN STATE WATER	374.89	374.89	N	075.4443	022.004
149811	12/15/14	GOLDEN STATE WATER	867040000008	15,741.82	N	075.4443	022.004
*CHECK TOTAL							
149812	12/15/14	GONZALEZ/CLAUDIA	.00004 RENTAL DEP REFND/C.B.	500.00	N	001.341.002	
149813	12/15/14	GRACE/PATRICK	.00003 RENTAL DEP REFND/LADE	100.00	N	001.341.002	
149814	12/15/14	GRAINGER	12944 SEAT COVER	23.53	N	001.4342.033.000	
149815	12/15/14	GROVER & ASSOCIATES/	12320 T.E. SERVICES	5,455.00	N	001.4345.020.001	
149816	12/15/14	GUESS/WENDY	10435 REIMB MAKEUP-SH. STAR	349.17	N	110.213.148	
149817	12/15/14	GUZMAN/AURORA	.00006 DEPOSIT REFUND COMM B	500.00	N	001.341.002	
149818	12/15/14	HADDOX/NATALIE	10480 INSTR. AEROBICS NOV/1	125.00	M	001.4430.020.000	
149819	12/15/14	HI-SHEEN	13144 MISC. PAINT & MAINT	600.00	M	001.4342.041.011	
149820	12/15/14	HINDERLITER DE LLAMA	13146 SALES TAX 4TH QTR.	1,512.68	N	001.4190.020.007	
149821	12/15/14	HOME DEPOT CREDIT SE	13192 SR. CTR PROJECTOR	82.45	N	001.4412.033.000	
149821	12/15/14	HOME DEPOT CREDIT SE	13192 TOOL BAG ORGANIZER	58.83	N	001.4412.033.000	
*CHECK TOTAL				141.28			
149822	12/15/14	HOYNES/HEATHER	10338 KIDS BAKING 10/23-12/	367.20	M	001.4420.020.000	
149823	12/15/14	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	127.14	N	001.4190.030.000	
149823	12/15/14	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	285.96	N	001.4190.030.000	
149823	12/15/14	INLAND OFFICE PRODUCT	10441 CREDIT INV #859606	18.49	N	001.4190.030.000	
149823	12/15/14	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	166.08	N	001.4190.030.000	
*CHECK TOTAL				560.69			
149824	12/15/14	ITERIS, INC	11370 COLOR CAMERA ASSEM	27,446.20	N	007.4345.041.002	
149824	12/15/14	ITERIS, INC	11370 CREDIT INV. #55657	17,854.20	N	007.4345.041.002	
*CHECK TOTAL				45,300.40			
149825	12/15/14	JOHNNY ALLEN TENNIS	11772 INSTR. TENNIS- FALL 1,	046.52	M	001.4420.020.000	
149826	12/15/14	KELSOE & ASSOCIATES	13848 ARROWHWY&LONEHILL,G	3,330.00	N	002.210.003	



BANK OF AMERICA

Disbursement Journal

CLAIM INVOICE PO#

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
149840	12/15/14	MONTROSE INC	10258 REROUTE CABLE&LABOR	573.75		25203	
149841	12/15/14	MORSE PLANNING GROUP	10101 CEQA WALNUT CRK PRO	2,850.00		2014-0003	
149842	12/15/14	MULCAHY/SANDRA J	12030 INSTR. AEROBICS NOV/1	425.00			
149843	12/15/14	MURPHY/BONNIE J.	14729 INSTR. AEROBICS NOV/1	475.00			
149844	12/15/14	OLSON SAN DIMAS 1,LL	00001 RTN DEP. TRACT #6625	4,373.43			
149845	12/15/14	ORANGE COUNTY SANDBA	10464 SANDBAGS, PALLET	989.18		1400705	
149846	12/15/14	ORIENTAL TRADING COM	14885 HALLOWEEN SUPPLIES	369.90		667144728-01	
149846	12/15/14	ORIENTAL TRADING COM	14885 HOLIDAY EXTRAV SUPPL	105.94		668525314-01	
149846	12/15/14	ORIENTAL TRADING COM	14885 STUDENT UNION SUPPLIES	49.74		668525527-01	
				525.58	*CHECK	TOTAL	
149847	12/15/14	PARADISE EMBROIDERY	10398 SOFTBALL T SHIRTS	1,263.31		11275	
149848	12/15/14	PLUMBING WHOLESAL	15093 PLUMBING SUPPLIES	77.59		887337	
149848	12/15/14	PLUMBING WHOLESAL	15093 PLUMBING SUPPLIES	89.41		887373	
				167.00	*CHECK	TOTAL	
149849	12/15/14	POOL & ELECTRICAL PR	11151 CARTRIDGE FILTER	201.84		07328479	
149850	12/15/14	RAHI/M. YUNUS	11303 MTGS 11/6, 11/20 & 11	150.00			
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	30.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	45.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	35.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	35.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	100.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	28.00		6964	
149851	12/15/14	RECONCILED TERMITE &	11188 NOV/PEST CONTROL	329.00		6964	
					*CHECK	TOTAL	
149852	12/15/14	REGENCY LIGHTING	10757 BULBS	59.79		3193337	
149852	12/15/14	REGENCY LIGHTING	10757 COMM BLDG LIGHTS	29.39		3203910	
				89.18	*CHECK	TOTAL	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33352753	299.42		5033435315	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33333039	36.91		5033435638	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33333044	103.41		5033445692	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #333381035	73.53		50334472312	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33370163	696.33		50334472361	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33367617	181.59		50334472390	
149853	12/15/14	RICOH USA, INC	10812 NOV IMAGES #33367617	1,554.94		50334472390	
					*CHECK	TOTAL	

LADERA LONE HILL

WARRANT DATE VENDOR

F 9 S ACCOUNT PO#

Disbursement Journal

CLAIM INVOICE

AMOUNT

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE
149854	12/15/14	BANK OF AMERICA	PROJECT/DESIGNER ARCH	705.13		
149855	12/15/14	RKA CONSULTING GROUP	OCT BLDG PLAN CK SE 2	753.50	300022	
149856	12/15/14	RKA CONSULTING GROUP	OCT GOLD LINE ENG SER 2	401.20	23044	
149857	12/15/14	RKA CONSULTING GROUP	OCT ENGINEERING SER 2	401.20	23047	
149858	12/15/14	RKA CONSULTING GROUP	OCT ENGINEERING SER 3	013.20	23048	
149859	12/15/14	RKA CONSULTING GROUP	OCT PLAN CK SERVICE 3	642.20	23049	
149860	12/15/14	RKA CONSULTING GROUP	OCT GRADING PLAN CK 1,14	135.95	23050	
					*CHECK TOTAL	
149861	12/15/14	SAN DIMAS	DEC H.O.A. 234 S.S.D.A	261.88		
149862	12/15/14	SAN DIMAS	DEC H.O.A. 264 S.S.D.A	260.25		
149863	12/15/14	SAN DIMAS	DEC H.O.A. 354 S.S.D.A	260.25		
					*CHECK TOTAL	
149864	12/15/14	SAN DIMAS	166 COMMERCIAL/DEC	243.74		
149865	12/15/14	SAN DIMAS	168 COMMERCIAL/DEC	243.74		
149866	12/15/14	SAN DIMAS	182 COMMERCIAL/DEC	243.74		
149867	12/15/14	SAN DIMAS	184 COMMERCIAL/DEC	243.74		
149868	12/15/14	SAN DIMAS	197 COMMERCIAL/DEC	462.44		
					*CHECK TOTAL	
149869	12/15/14	SCHOONOVER/JAMES	16116 MTGS 11/6, 11/20 & 11	150.00		
149870	12/15/14	SCHWEITZER/DORA	TINY TOTS 10/13-12/1	722.60		
149871	12/15/14	SCOTT/ANNA V	INST. AEROBICS NOV/14	250.00		
149872	12/15/14	SMART & FINAL	STROLL SUPPLIES	32.22	162023	
149873	12/15/14	SMART & FINAL	SU SNACK BAR	257.75	169414	
					*CHECK TOTAL	
149874	12/15/14	SOUTHERN CALIF	2-09-990-4781	5.01		
149875	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149876	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149877	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149878	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149879	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149880	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149881	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149882	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149883	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149884	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149885	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149886	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149887	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149888	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149889	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149890	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149891	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149892	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149893	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149894	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149895	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149896	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149897	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149898	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149899	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		
149900	12/15/14	SOUTHERN CALIF	2-09-990-4781	22.22		

ACS FINANCIAL SYSTEM  
12/03/2014 10:59:17  
WARRANT DATE VENDOR

BANK OF AMERICA

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	Disbursement Journal	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
149862	12/15/14	SOUTHERN CALIF EDISO	546.87					N D 001.4415.022.001
149862	12/15/14	SOUTHERN CALIF EDISO	22.01					N D 008.4415.022.001
149862	12/15/14	SOUTHERN CALIF EDISO	2,517.30					N D 008.4414.022.001
			26,347.92		*CHECK TOTAL			
149863	12/15/14	SPORT CHALET TEAM SA	2,275.35			90721013		N D 001.4420.034.003
149864	12/15/14	SUPERIOR PRESSURE SY	730.25			6690		M D 001.4342.011.000
149865	12/15/14	SWRCB	14,566.00			WD-0103219		N D 001.4341.024.001
149865	12/15/14	SWRCB	2,088.00			WD-0105039		N D 001.4341.024.001
			16,654.00		*CHECK TOTAL			
149866	12/15/14	TARGET	31.05			07670726216		N D 001.4430.033.000
149866	12/15/14	TARGET	21.13			07670755627		N D 001.4430.033.000
			62.18		*CHECK TOTAL			
149867	12/15/14	THORNTON/JEAN M	100.00					M D 001.4430.020.000
149868	12/15/14	TIME WARNER CABLE	104.95					N D 001.4190.020.034
149869	12/15/14	TOLLY INC	1,230.80			16402		N D 003.4410.023.000
149870	12/15/14	TRIMBLE/JILL	462.50					M D 001.4430.020.000
149871	12/15/14	UNITED ROTARY BRUSH	429.92			282524		N D 001.4342.011.002
149872	12/15/14	VALLEY TROPHY	100.82			20351		M D 001.4420.034.003
149873	12/15/14	VAN OOSTEN/LUCIEN F.	367.20					M D 001.4420.020.000
149874	12/15/14	VERIZON	129.99					N D 001.4190.020.034
149874	12/15/14	VERIZON	139.99					N D 001.4190.020.034
			269.98		*CHECK TOTAL			
149875	12/15/14	VERIZON CALIFORNIA	46.95					N D 001.4410.022.003
149875	12/15/14	VERIZON CALIFORNIA	44.83					N D 001.4410.022.003
149875	12/15/14	VERIZON CALIFORNIA	172.38					N D 003.4410.022.003
			264.16		*CHECK TOTAL			
149876	12/15/14	VERIZON WIRELESS	810.62					N D 001.4190.022.003
149877	12/15/14	VISTA PAINT CORPORAT	46.97			754960		N D 001.4411.023.000
149877	12/15/14	VISTA PAINT CORPORAT	209.71			778615		N D 001.4430.023.000
			12.32		*CHECK TOTAL			
149878	12/15/14	WARD/LATOYIA	102.86			5290106		N D 001.4430.012.000
149879	12/15/14	WATERLINE TECHNOLOGI	318.19			5290546		N D 001.4430.033.000
149879	12/15/14	WATERLINE TECHNOLOGI						N D 001.4430.033.000

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149879 12/15/14 WATERLINE TECHNOLOGI  
149879 12/15/14 WATERLINE TECHNOLOGI

149880 12/15/14 XEROX CORPORATION  
149880 12/15/14 XEROX CORPORATION

149881 12/15/14 ZARA/GENROSO

149882 12/15/14 10-8 RETROFIT

BANK OF AMERICA

Disbursement Journal

DESCRIPTION	AMOUNT
10242 HYPOCHLORITE SOLUTION	56.85
10242 HYPOCHLORIC ACID	19.05
	496.95
17425 6204P COPIER W/OUT SRV	42.94
17425 WC7428P PRINTER	112.13
	155.07
.00005 RENTAL DEP REFND/SC	425.00
11349 REPAIRS UNIT #51	601.75
TOTAL	226,728.61

CLAIM INVOICE

\* CHECK TOTAL 5290548  
\* CHECK TOTAL 76716891

PO#

F 9 S ACCOUNT

N D 001.4430.033.000  
N D 001.4430.033.000  
N D 001.4190.015.000  
N D 001.4190.015.000  
N D 001.341.002  
N D 070.4314.039.025

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WARRANT DATE VENDOR  
REPORT TOTALS:

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

PO#

Disbursement Journal

CLAIM INVOICE

DESCRIPTION AMOUNT  
226,728.61

RECORDS PRINTED - 000235

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CITY OF SAN DIMAS  
GL060S-V07.24 RECAPPAGE  
GL540R

Disbursement Journal

FUND RECAP:  
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FUND DESCRIPTION  
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001 GENERAL FUND  
002 STALKER GAS TAX  
003 WALKER EXPANSION LLC FUND  
006 SEWER EXPANSION  
007 CITY WIDE LIGHTING DISTRICT  
008 LANDSCAPE PARCEL TAX  
012 INFRASTRUCTURE REPLACEMENT  
020 CIVIC CENTER DEVELOPMENT  
027 CIVIC CENTER PARTY 2-1-12  
034 HOUSING AUTHORITY CG 2-1-12  
038 SUCCESSION AGENCY MAINT & OPERATIO  
041 CITY COURT REPLACEMENT  
053 GOLF COURSE MAINT & OPERATIO  
070 FOUR QUALITY REPLACEMENT DIST  
071 AIR QUALITY MANAGEMENT DIST  
075 LANDSCAPE MAINTENANCE DIST  
110 TRUST AND AGENCY  
-----  
TOTAL ALL FUNDS

DISBURSEMENTS  
110,287.53  
3,330.00  
1,723.06  
1,142.91  
47,163.54  
15,958.76  
1,091.67  
2,850.00  
1,222.37  
7,738.75  
7,900.00  
2,586.50  
2,508.73  
19,264.73  
1,173.73  
1,788.76  
8,097.57  
226,728.61

BANK RECAP:  
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BANK NAME  
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CHEK BANK OF AMERICA  
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TOTAL ALL BANKS

DISBURSEMENTS  
226,728.61  
226,728.61



**MINUTES**  
**SPECIAL CITY COUNCIL**  
**PLANNING COMMISSION MEETING**  
**MONDAY, NOVEMBER 25, 2014, 5:00 P. M.**  
**SAN DIMAS COUNCIL CHAMBERS**  
**CONFERENCE ROOM**  
**245 E. BONITA AVENUE**

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**PRESENT:**

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

Planning Commission Chair Jim Schoonover  
Planning Commissioner Stephen Ensberg  
Planning Commissioner M. Yunus Rahi

City Manager Blaine Michaelis  
Assistant City Manager Ken Duran  
City Attorney Mark Steres  
Assistant City Manager for Community Development Larry Stevens  
Director of Public Works Krishna Patel  
Director of Parks and Recreation Theresa Bruns

**ABSENT:**

Planning Commissioner David Bratt  
Planning Commissioner John Davis

**1. CALL TO ORDER**

Mayor Morris called the Special City Council Meeting to order at 5:00 p.m.

**2. A PETITION TO INITIATE A GENERAL PLAN AMENDMENT, ZONE CHANGE AND MUNICIPAL CODE TEXT AMENDMENT TO ALLOW THE DEVELOPMENT OF A 75 UNIT SMALL-LOT RESIDENTIAL SUBDIVISION FOR PROPERTIES LOCATED AT 741 N. SAN DIMAS AVENUE, 811 N. SAN DIMAS AVENUE, 130 W. ALLEN AVE. AND 200 W. ALLEN AVE. (WALBERN DEVELOPMENT)**

Associate Planner Luis Torrico provided a background on the site and current zoning. He described the proposed project as a 75 unit detached single family residential at a density of 7.3 units per acre. He described the details of the project. He described the uses and density of properties surrounding the proposed project area.

Associate Planner Torrico presented comparisons of the proposed project to the Councils previously approved Generalized Criteria/Overriding Principles used in evaluating a residential zone change. He stated that staff recommends that the applicants petition to initiate the zoning amendments be denied because the proposed project does not meet the Generalized Criteria/Overriding Principles as he presented.

In response to a question Mr. Torrico stated that the housing yield under the current zoning is one unit for the agricultural zoning and approximately 7 units for the SFA zoned parcels. Also, in response to a question Mr. Stevens compared the density of the proposed project to that of the proposed Olson project. Mr. Stevens also described the setbacks and open space of the two projects.

Stan Stringfellow, representing Walbern Developments, commented that he is concerned that staff's comments are making a quasi-judicial argument for what should be a legislative matter and that in asking for the study session he was not requesting a decision on a zone change but seeking direction. He added that he is looking at a zone change for a range of 6.1 to 8 units per acre and that this property is a good location for this type of product. He described the general type of housing product.

Mayor Pro Tem Ebiner commented that he did some research and that there are a number of homes currently on the market in San Dimas for under \$600,000.

Mr. Stringfellow commented that he should not have referred to the proposed homes as entry level but they are reasonably priced housing in today's market. He talked about the need for this type and price range of housing.

Matt Waken, representing Walbern Development, described the original concepts they had for the project and in working with staff they have come up with the two story craftsman style concept. He added that they have landowner support and he described the current uses of the properties. He described the density of the housing on surrounding properties and the zoning designations of other surrounding properties. He also commented that another key factor for the project is its proximity to transit locations. He also added that they have contacted adjacent property owners and 83% of them do not oppose the project. He also added that they open to direction on the design.

In response to a question from Councilmember Bertone, Mr. Stevens stated that staff does not oppose a change to residential for this property but the question is at what density. There was further discussion of the densities of the surrounding properties and the density of the proposed project.

(Commissioner Rahi arrived at 5:45 p.m.)

Mr. Stringfellow commented that the discussion is getting into making a quasi-judicial decision. Mayor Morris responded that the Council has established criteria for evaluating requests for zone change and those criteria need to be used against a proposal. He added that one of the criteria was a minimum 7,500 sq. ft. lot size. and if a proposed lot size is lower than that the Council can exercise their discretion to deny the request to initiate a zone change.

Mr. Waken commented that he would hope to leave the study session with direction if not this density than what density would be acceptable.

Mayor Pro Tem Ebiner commented that he feels the idea for reasonable housing is good but that all of the current housing that is on the market in San Dimas that are larger lots is below the proposed pricing.

Councilmember Templeman commented that according to the Equestrian Commissioners one of the reasons that some boarding facilities low tenancy is because the properties are on the market. He added that he likes the current land use and the proposed density is too high.

Mayor Pro Tem Ebiner commented that the floor area ratio of the proposed project is much higher than the properties across the street and that this project should at least match that.

Councilmember Badar commented that he is not opposed to residential but the lots would need to be a little larger.

Commissioner Ensberg commented that he likes the idea of criteria to give the applicants information.

Mayor Morris made a motion to deny the request to initiate a general plan amendment, zone change and municipal code text amendment because the proposed project does not comply with the established criteria. The motion was seconded by Councilmember Templeman.

In response to a question Mr. Stevens commented that any subsequent requests for a revised proposal would go through a similar analysis and process. He added that it is clear that the Council is opposed to the proposed density.

Councilmember Templeman commented that he feels that San Dimas Ave. needs to still look rural. Mayor Pro Tem Ebner concurred. In response to clarification on what rural means Councilmember Templeman suggested maybe with set-backs, fencing type or designed with a rural feel. Mayor Morris reiterated the minimum lot size criteria of 7,000 sq. ft.

The motion to deny the petition was passed with a vote of 5 – 0.

### **3. A PETITION TO INITIATE A GENERAL PLAN AMENDMENT, ZONE CHANGE AND MUNICIPAL CODE TEXT AMENDMENT TO ALLOW FOR THE DEVELOPMENT OF 30 SINGLE FAMILY DETACHED RESIDENCES AS PART OF A SMALL LOT SUBDIVISION AT 155 N. EUCLA AVENUE WITHIN THE TOWN CORE**

Senior Planner Marco Espinosa provided a description of the property and the surrounding properties. He provided a description of the proposed project and its density and the density of surrounding properties. He provided an analysis of the project using the Generalized Criteria/Overriding Principals.

Mayor Morris asked that for the criteria of community benefit if it was determined that a road along the tracks connecting to Amelia was a good idea, if that would be an example of a community benefit. Mr. Stevens responded that enhanced circulation of the area could be a potential community benefit. Mayor Morris commented that if a proposed project is less than the 7,000 sq. ft. single family criteria it must demonstrate community benefit to justify other criteria.

Ben Beasley, representing City Ventures, introduced himself and introduced Rocky Morales the current property owner. He stated that after the denial of their previous proposal they were looking forward to feedback from the Council for a new project. In response to a question he stated that prior to tonight they were not aware of the general criteria principals. He added that they were surprised by staff's recommendation for denial because they didn't realize that they submitted a proposal for consideration.

Eric Everheart, representing City Ventures, commented that they are seeking feedback from the Council as to what they are looking for in a project. He described the demand for housing products for young families. He added that looking for feedback and what they have presented are just concepts.

Denise Ashton, architect for City Ventures, showed variations of previous design alternatives for the site. She showed a concept for a 30 small lot detached project. She commented that there is a market need for this type of product and that it would bring additional people to the downtown. She elaborated on the elements of the concept. She also commented that property could not economically be built with 7,000 sq. ft. lots and added that one of the big constraints is the irregular shape of the lot. She also commented that the property is transitional because it is adjacent to the railroad tracks.

Ms. Ashton presented a list of questions that would be helpful to address to provide direction for them.

A member of the public commented that they would not support two-story homes or on street parking and questioned why they need to have private streets.

A member of the public questioned why there is a need for a homeowners association. Ms. Ashton responded that the Association would be responsible for the maintenance of the private street and other common areas.

A member of the public commented on the small lot size and the high cost of the houses.

Mayor Morris asked if City Ventures had considered duplex still units with shared walls. Ms. Ashton commented that typically you lose values with those types of houses but was interested in the Councils feedback on that concept. Mayor Morris responded that the consideration is not just with the number of lots but also with the floor area ratio.

Councilmember Templeman commented that he does not view the property as transitional because it is north of the tracks and within the existing neighborhood. He added that the product type should mirror the housing product that's there.

Mayor Pro Tem Ebiner commented that he feels that small lots are suitable somewhere but not here. He added that the floor area ratio should be lower and the lots bigger.

Councilmember Bertone commented that if a project does not stick to the 7,000 sq. ft. criteria there needs to be an overriding benefit. Mr. Stevens commented that overriding benefits could be if the feeling that residential is better than the existing industrial, the northerly extension of 2<sup>nd</sup> St. or if there is a benefit to combining properties with the adjacent apartment property.

Councilmember Badar commented that based upon the plan that has been presented and the criteria the Council needs to deny the request. He made a motion to deny the request to initiate a general plan amendment, zone change and municipal code text amendment because the proposed project does not meet the established criteria. The motion was seconded by Councilmember Bertone. The motion was approved by a 5 – 0 vote.

## **6. AJOURNMENT**

There being no further business the meeting was adjourned at 6:57 p.m.

Respectfully submitted,

---

Ken Duran, City Clerk



**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**TUESDAY, NOVEMBER 25, 2014, 7:00 P. M.**  
**SAN DIMAS 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

**STAFF:**

City Manager Blaine Michaelis  
Assistant City Manager Development Services Larry Stevens  
Assistant City Manager Administrative Services 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** opened the meeting at 7:08 p.m. and led the flag salute.

**2. ANNOUNCEMENTS**

➤ Holiday Extravaganza

**Leon Raya Recreation Manager** extended invitation to the city's 5<sup>th</sup> Annual Holiday Extravaganza

**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

**Nora Chen San Dimas Library Manager** announced activities planned at the library.

**Don Pollock KWEST Station Manager** announced upcoming streaming services for the station.

**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.)

**MOTION:** It was moved by Councilmember Bertone, seconded by Councilmember Ebner 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:

**RESOLUTION NO. 2014 - 62, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTH OF NOVEMBER, 2014.**

- b. Approval of minutes for regular City Council meeting of November 12, 2014, Study Session November 12, 2014.
- c. Lot Line Adjustment 14-03 – DPRB No. 14-25, PP 14-01, CUP 14-05 and TRP 14-28  
Request to adjust the property boundaries for 1042-1054 Gladstone Street – APN: 8383-009-077 & 078 (Parcel A) and 1024-1038 Gladstone Street – APN: 8383-009-079 & 080 (Parcel B)

END OF CONSENT CALENDAR

**5. OTHER BUSINESS**

- a. Request from Waste Management for Refuse Service Rate Increase

**Assistant City Manager Ken Duran** presented staff's report on this item.

**MOTION:** A motion was made by Councilmember Bertone seconded by Councilmember Ebiner to approve request for 0.63% commercial rate increase and 0.93% residential rate increase effective January 1, 2015. The motion passed by vote of five to zero **(5-0)**.

- b. Renewal of Public Access Channel Services Agreement with University of La Verne

**Assistant City Manager Ken Duran** presented staff's report on this item.

**MOTION:** A motion was made by Councilmember Badar seconded by Councilmember Bertone to approve the agreement with University of La Verne for three years in the amount of \$77,250.00. The motion passed by vote of five to zero **(5-0)**.

**6. ORAL COMMUNICATIONS**

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

**Margie Green** with the San Dimas Historical Society announced the Historical Society would be opened during the Holiday Extravaganza.

- b. City Manager

No Mayor Call in Show this week.

Establish daytime meeting to walk the downtown regarding the boardwalk replacement project.  
Suggested dates and times:

- Thursday Dec 11, 2014 2:00 pm
- Monday Dec 15, 2014 2:30 pm

Thursday December 11, 2014 at 3:00 p.m. was selected.

- c. City Attorney

Nothing to report.

d. Members of the City Council

- 1) Election for WQA Alternate Board Member representing cities without prescriptive pumping rights

**RESOLUTION NO. 2014-63, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, CASTING ITS VOTE FOR COUNCILMEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

**City Manager Blaine Michaelis** led the discussion.

**MOTION:** A motion was made by Councilmember Templeman and seconded by Councilmember Badar to waive further reading and cast the city's vote for Margaret Clark. The motion carried by vote of five to zero (**5-0**).

- 2) Report on tour of Gold Line stations by the San Dimas Station Design and Art Review committee – Verbal report from Councilmember Ebiner

**Councilmember Ebiner** reported that he participated on the tour of 3 Gold Line stations to view the art projects at each. He commented that the area surrounding South Pasadena has flourished since the Gold Line Station went in. He shared that the artists are trying to come up with subjects that will add to the station and the cities.

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

Nothing to report.

- 4) Individual Members' comments and update

**Councilmember Templeman** asked Assistant City Manager Larry Stevens to provide the Sheriff's Department with background needed to take action against an unpermitted street vendor operating one the weekends.

**Councilmember Bertone** asked if staff would be attending the meeting on the rate increase request from the Water Company and would we be involving a consultant. He also announced a meeting on December 10, 2014 hosted by the Council of Governments, where the designation of the National Monument will be addressed. The public is invited to attend.

**Assistant City Manager Ken Duran** responded that staff would be attending the meeting, but we would not be bringing in a consultant at this point.

## 7. ADJOURNMENT

The meeting adjourned at 7:48 p.m. to December 9, 2014 at 7:00 p.m.

Respectfully submitted,

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Debra Black, Deputy City Clerk



# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
*For the Meeting of December 9, 2014*

**FROM:** Blaine Michaelis, City Manager

**INITIATED BY:** Marco A. Espinoza, Senior Planner 

**SUBJECT:** **TENATIVE TRACT MAP 17259 (TTM 11-01)**  
**Approval and adoption of Resolution No. 2014-65**  
**approving Final Map for Tract 17259 located at 301 S.**  
**San Dimas Avenue and authorizing its recordation.**  
**(APN: 8390-019-036 and -037)**  
Associated Cases: DPRB Case No. 12-31, Conditional Use  
Permit Case No. 12-04 and Tree Removal Permit No. 12-24.

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## SUMMARY

**Abell Helou Homes, the new applicant for the subject tract map, is requesting approval of the final map, and related subdivision agreement. The Map is comprised of six lots; Five (5) lots to be developed as single-family residences and the sixth lot will have six(6) townhomes and eight (8) mixed-use residences. The tentative subdivision map was approved by City Council Resolution No. 13-15 on February 26, 2013. The final map has been prepared consistent with the approved tentative map and conditions of approval.**

## BACKGROUND:

The vacant subject site is 1.80 acres (78,764 square feet). Currently, the site is divided into two smaller parcels of 64,556 square feet and 14,195 square feet. This vacant parcel significantly slopes southward with an overall change in elevation of 20 feet from the northeast corner to the southwest corner of the parcel abutting Arrow Highway. This item was presented to the Environmental Subdivision Committee on October 12, 2011, but was continued due to needing some additional modifications to the original design. The project was recommended for approval by the Committee on its second review of the project on March 14, 2012.

The proposed subdivision consists of dividing the lots into six (6) individual lots. Lot 1 will be 44,902 square feet that will consist of a 10½-foot street dedication facing San Dimas Avenue and will house the multi-housing portion of the project. Lots 2-6 will have the single-family residences. Lots 2-5 will front Shirlmar Avenue and range in size from 5,259 – 6,149 square foot lots. The minimum lot size is 5,000 square feet to be in compliance with the surrounding neighborhood. Lot 6 will be 7,981 square feet that will front onto Shirlmar Avenue and the rear property line will abut Arrow Highway. The front yard area of Lot 6 will be conditioned on the Tract Map to prohibit RV parking.

The five single-family lots will be maintained by the individual property owners once sold. The six (6) townhomes and eight (8) mixed-use residences will have separate ownership of their properties; however, all the property owners will share and maintain reciprocal access and parking areas in addition to the landscaping. This will be accomplished through Covenants, Conditions and Restrictions (CC&R's) for the project. The site is known as the San Dimas Johnstone Station.

The Final Map has been reviewed by the City Engineer and complies with all set requirements.

**RECOMMENDATION:**

Staff recommends that Council Approve Final Tract Map No. 71259, located at 301 S. San Dimas Avenue and adopt Resolution 2014-65.

Attachments: Exhibit A – Final Tract Map 71259  
Resolution No. 2014-65

6 LOTS  
78,764 SQ. FT.

SHEET 1 OF 2 SHEETS

# TRACT NO. 71259

IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 13 OF THE REPLAT OF  
A PORTION OF THE TOWN OF SAN DIMAS RECORDED IN BOOK 37,  
PAGE 31 AND IN BOOK 43, PAGE 70, BOTH OF MISCELLANEOUS RECORDS,  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 1 IS FOR CONDOMINIUM PURPOSES  
ED ECKERT, LS 5279 FEBRUARY, 2013

**OWNER'S STATEMENT:**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS AS SHOWN ON SAID MAP. WE HEREBY DEDICATE TO THE CITY OF SAN DIMAS THE EASEMENTS FOR SANITARY SEWER, PEDESTRIAN ACCESS AND BIOWALK PURPOSES SO DESIGNATED ON SAID MAP, AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES AS A DEDICATION TO PUBLIC USE, WHILE ALL OF ARROW HIGHWAY AND COMMERCIAL STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY ABANDON ALL RIGHTS OF DIRECT VEHICULAR INGRESS AND EGRESS FROM LOT 6 TO ARROW HIGHWAY AND LOT 2 TO COMMERCIAL STREET. IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

JOHNSTONE STATION, LLC, A LIMITED LIABILITY COMPANY, OWNER  
BY: AL-HELOU DEVELOPMENT COMPANY, ITS MEMBER

*[Signature]* CAROL G. HELOU PRESIDENT  
*[Signature]* JOHN B. ABELL IV SECRETARY

BY: ABELL HELOU HOMES, INC., ITS MEMBER

*[Signature]* JOHN B. ABELL IV PRESIDENT  
*[Signature]* CAROL G. HELOU SECRETARY

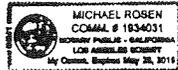
**NOTARY ACKNOWLEDGMENT:**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
ON July 21, 2014 BEFORE ME, Michael Roben, Notary Public  
PERSONALLY APPEARED Carol G. Helou and John B. Abell IV  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT they EXECUTED THE SAME IN  
THEIR AUTHORIZED CAPACITY(IES), AND THAT BY their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),  
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING  
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

*[Signature]*  
SIGNATURE



MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

MY COMMISSION NO: 1934031

MY COMMISSION EXPIRES: 5/28/2015

**NOTARY ACKNOWLEDGMENT:**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
ON July 21, 2014 BEFORE ME, Michael Roben, Notary Public  
PERSONALLY APPEARED John B. Abell IV and Carol G. Helou  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT they EXECUTED THE SAME IN  
THEIR AUTHORIZED CAPACITY(IES), AND THAT BY their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),  
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING  
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

*[Signature]*  
SIGNATURE



MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

MY COMMISSION NO: 1934031

MY COMMISSION EXPIRES: 5/28/2015

**LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:**

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS  
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF  
SECTIONS 66402 AND 66403 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_  
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND  
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP  
OF TRACT NO. 71259 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST  
OF TODD SEIGNER ON FEBRUARY 19, 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER  
AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR  
MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO  
ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE  
CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

*[Signature]* Ed Eckert  
ED ECKERT DATE: 7-18-14  
L.S. 5279  
EXPIRES 12/31/15



**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS  
SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS  
THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION  
ORDINANCES OF THE CITY OF SAN DIMAS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE  
MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_  
DOMINIC C. MILANO - CITY ENGINEER  
R.C.E. No. 27172 EXPIRES: 3/31/2015



**SPECIAL ASSESSMENT STATEMENT:**

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SAN DIMAS,  
TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH  
MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE: \_\_\_\_\_ CITY TREASURER - CITY OF SAN DIMAS

**CITY CLERK'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SAN DIMAS ON \_\_\_\_\_  
APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, ALL STREETS, HIGHWAYS AND OTHER  
AND OTHER PUBLIC WAYS SHOWN ON SAID MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENTS  
FOR SANITARY SEWER, PEDESTRIAN ACCESS AND BIOWALK PURPOSES SO DESIGNATED ON SAID MAP, AND ALL  
PROPERTIES, SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY THE RIGHT TO RESTRICT DIRECT VEHICULAR  
INGRESS AND EGRESS FROM LOT 6 ONTO ARROW HIGHWAY AND LOT 2 ONTO COMMERCIAL STREET, BOTH AS  
SHOWN ON SAID MAP, SAID COUNCIL PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY  
ABANDONS THOSE EASEMENTS ACQUIRED BY THE CITY OF SAN DIMAS PER  
1. PARCELS 11-15.1 AND 26-15.1 FOR SLOPE PURPOSES AS DESCRIBED IN DOCUMENT RECORDED SEPTEMBER  
30, 1983 AS INSTRUMENT NO. 5508 IN BOOK D-2200, PAGE 785 OF OFFICIAL RECORDS.  
2. PARCELS 11-258.1 FOR SLOPE PURPOSES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER  
10, 1983 AS INSTRUMENT NO. 4597, OF OFFICIAL RECORDS.

DATE: \_\_\_\_\_ CITY CLERK - CITY OF SAN DIMAS

**ABANDONMENT NOTE:**

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP  
CONSTITUTES ABANDONMENT OF THOSE EASEMENTS ACQUIRED BY THE CITY OF SAN DIMAS PER  
PARCELS 11-15.1 AND 26-15.1 FOR SLOPE PURPOSES PER DOCUMENT RECORDED 09/30/1983 AS  
INSTRUMENT NO. 5508 IN BOOK D-2200, PAGE 785, O.R. AND PARCELS 11-258.1 FOR SLOPE PURPOSES  
PER DOCUMENT RECORDED 12/10/1983 AS INSTRUMENT NO. 4597, O.R. ALL NOT SHOWN ON THIS MAP.

**SIGNATURE OBSOLETE:**

THE SIGNATURES OF SAN DIMAS WATER COMPANY, A CORPORATION HOLDERS OF EASEMENTS FOR WATER  
PIPE LINE AND SYSTEMS, AS DISCLOSED BY DEED RECORDED IN BOOK 883 PAGE 47. SAID EASEMENT WAS MODIFIED  
BY DOCUMENTS RECORDED IN BOOK 1280 PAGE 294 AND IN BOOK 5883 PAGE 236, AS DISCLOSED BY DEED RECORDED  
IN BOOK 1058 PAGE 170. SAID EASEMENT WAS MODIFIED BY DOCUMENTS RECORDED IN BOOK 1054 PAGE 90 AND  
IN BOOK 5883 PAGE 238 AND K. JUDSON, HOLDER OF AN EASEMENT FOR CONDUIT AND DITCHES IN BOOK  
648 PAGE 311, ALL OF DEEDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF  
SECTION 66434(a)(3)(A)(i)-(ii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO  
A FEZ TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY. SAID EASEMENTS ARE BLANKET  
IN NATURE AND CANNOT BE LOCATED OF RECORD.

**CONDOMINIUM NOTE:**

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 14 UNITS, WHEREBY THE OWNERS OF THE UNITS  
OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE  
NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS. LOT 1 IS THE COMMON AREA.

EXHIBIT A

# TRACT NO. 71259

IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA  
LOT 1 IS FOR CONDOMINIUM PURPOSES

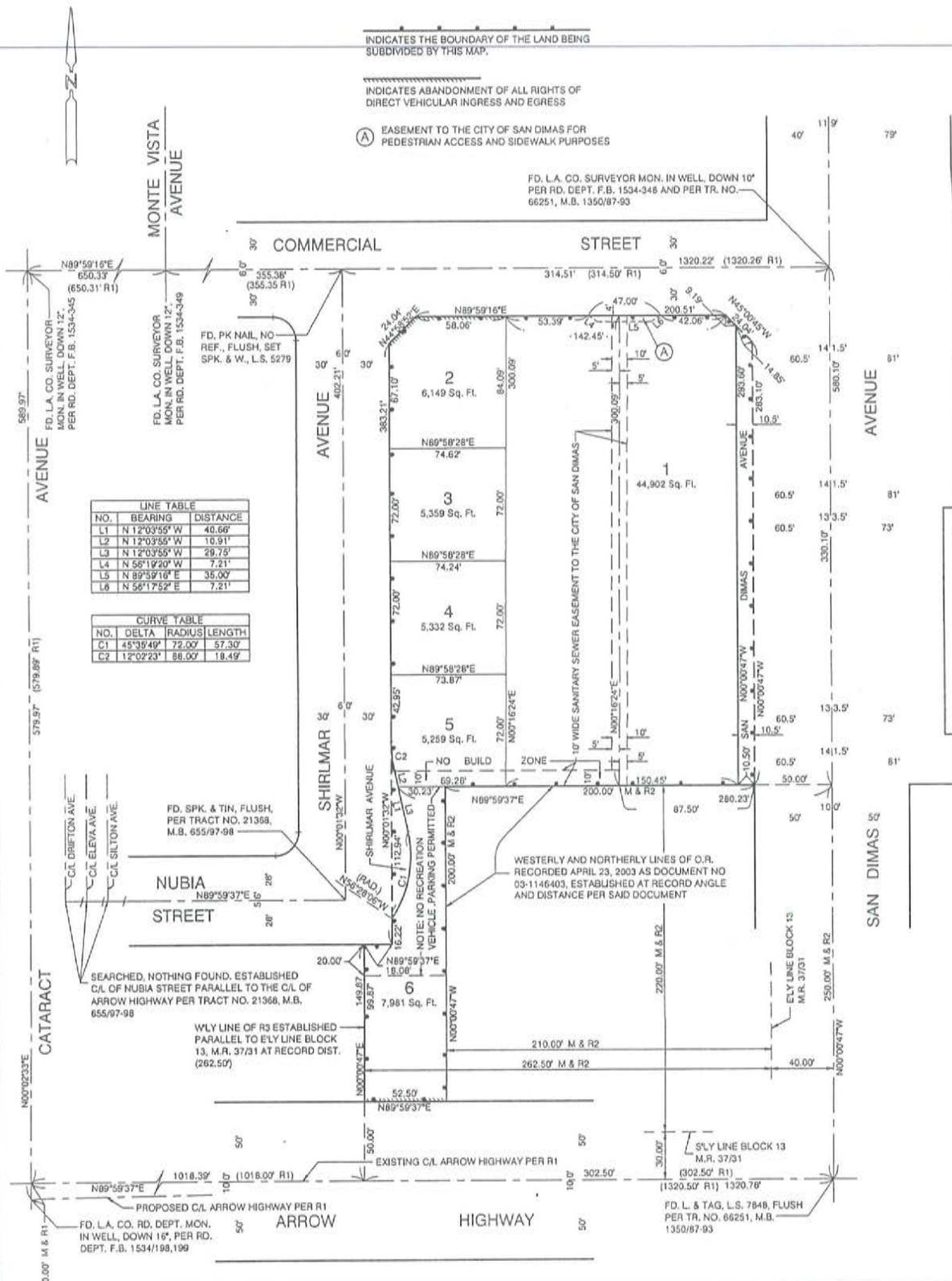
R1 = RECORD DATA PER TRACT NO. 21368, M.B. 655/97-98  
 R2 = RECORD DATA PER DOC. REC'D. 04/23/2003 INSTR. #03-1146403, O.R.  
 R3 = RECORD DATA PER DOC. REC'D. 05/11/2005 INSTR. #05-1108816, O.R. (VESTING DEED)

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES ABANDONMENT OF ALL RIGHTS OF DIRECT VEHICULAR INGRESS AND EGRESS

(A) EASEMENT TO THE CITY OF SAN DIMAS FOR PEDESTRIAN ACCESS AND SIDEWALK PURPOSES

FD. L.A. CO. SURVEYOR MON. IN WELL, DOWN 10'  
 PER RD. DEPT. F.B. 1534-348 AND PER TR. NO. 66251, M.B. 1350/87-93



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 12°03'55" W	40.66'
L2	N 12°03'55" W	10.91'
L3	N 12°03'55" W	29.75'
L4	N 56°19'20" W	7.21'
L5	N 89°59'16" E	35.00'
L6	N 56°17'52" E	7.21'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	45°35'49"	72.00'	57.30'
C2	12°02'23"	88.00'	18.49'

FD. SPK. & TIN, FLUSH, PER TRACT NO. 21368, M.B. 655/97-98

SEARCHED, NOTHING FOUND. ESTABLISHED C/L OF NUBIA STREET PARALLEL TO THE C/L OF ARROW HIGHWAY PER TRACT NO. 21368, M.B. 655/97-98

WLY LINE OF R3 ESTABLISHED PARALLEL TO ELY LINE BLOCK 13, M.R. 37/31 AT RECORD DIST. (262.50')

FD. L.A. CO. RD. DEPT. MON. IN WELL, DOWN 16', PER RD. DEPT. F.B. 1534/198,199

WESTERLY AND NORTHERLY LINES OF O.R. RECORDED APRIL 23, 2003 AS DOCUMENT NO 03-1146403, ESTABLISHED AT RECORD ANGLE AND DISTANCE PER SAID DOCUMENT

ELY LINE BLOCK 13 M.R. 37/31 (302.50' R1) 1320.70'

FD. L. & TAG, L.S. 7848, FLUSH PER TR. NO. 66251, M.B. 1350/87-93

RESOLUTION NO. 2014-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP FOR TRACT 71259 AND AUTHORIZING ITS RECORDATION

WHEREAS, the subdivider of Tentative Tract Map 71259 has presented for approval a Final Tract Map to the City Council of the City of San Dimas; and

WHEREAS, the City Council desires to approve the Final Map subject to the filing of necessary improvement security for off-site improvements as required by the San Dimas Subdivision Ordinance and certain conditions set forth herein;

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

SECTION 1. That the Final Map of Tract 71259, as submitted by the subdivider, is hereby accepted and approved by the City.

SECTION 2. That the proper officials of the City of San Dimas are instructed to endorse acceptance by the City of the Final Map, subject to the fulfillment of the following requirements and conditions:

1. Final approval of Covenants, Conditions & Restrictions by the City.
2. Acceptance of the offers of dedication as shown on the map.

SECTION 3. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF DECEMBER, 2014.**

---

Curt Morris, Mayor of the City of San Dimas

---

Debra Black, Deputy City Clerk

I, DEBRA BLACK, DEPUTY CITY CLERK of the City of San Dimas, do hereby certify that Resolution No. 2014-65 was passed and adopted at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



# Agenda Item Staff Report

**To:** Honorable Mayor and Members of the City Council  
*For the meeting of December 9, 2014*

**From:** Blaine Michaelis, City Manager

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

**Subject:** Resolution authorizing submittal of application for CalRecycle tire-derived product grant funds for playground surfacing at Via Verde Park

## Summary

A City Council resolution approving the application for competitive grant funds from the CalRecycle tire-derived product grant for playground surfacing at Via Verde Park.

## BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) is authorized by Public Resources Code sections 40000 et seq. to administer various grant programs to further the efforts of the State of California to reduce, recycle and reuse solid waste generated in the state.

CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and the grant application procedures require, among other things, the applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

The application process requires a resolution of the City Council approving application for the grant funds and identifying a specific employee authorized to execute grant documents.

The Parks and Recreation Department will be applying for Tire-Derived Product Grant funds for poured in place playground surfacing for Via Verde Park. The play structures at Via Verde Park are due to be replaced, and currently staff is working with an architect for the re-location and re-design of the playground areas in order to meet current Americans with Disabilities Act (ADA) accessibility standards.

Successful application and award of grant funds will provide only a small portion of the surfacing costs, but will advance environmentally preferable purchase efforts of the City and the State, as well as reduce the number of California generated waste tires.

## RECOMMENDATION

Staff recommends approval of Resolution No. 2014-70 authorizing submittal of application for CalRecycle tire-derived product grant funds for playground surfacing at Via Verde Park.

Attachment: Resolution 2014-70

RESOLUTION NO. 2014-70

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS  
AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE TIRE-DERIVED  
PRODUCT GRANT FUNDS FOR PLAYGROUND SURFACING AT VIA VERDE PARK

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF SAN DIMAS authorizes the submittal of application(s) to CalRecycle for TIRE-DERIVED PRODUCT GRANT FUNDS.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation, or his/her designee is hereby authorized and empowered to execute in the name of the CITY OF SAN DIMAS all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**Passed, approved and adopted** this 9<sup>th</sup> day of December, 2014

---

MAYOR

**ATTEST:**

---

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2014-70 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of December 9, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2014-70

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS  
AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE TIRE-DERIVED  
PRODUCT GRANT FUNDS FOR PLAYGROUND SURFACING AT VIA VERDE PARK**

**WHEREAS**, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the CITY COUNCIL OF THE CITY OF SAN DIMAS authorizes the submittal of application(s) to CalRecycle for TIRE-DERIVED PRODUCT GRANT FUNDS.

**BE IT FURTHER RESOLVED** that the Director of Parks and Recreation, or his/her designee is hereby authorized and empowered to execute in the name of the CITY OF SAN DIMAS all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

**BE IT FURTHER RESOLVED** that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup>, DAY OF DECEMBER 2014.**

---

Curtis W. Morris, Mayor City of San Dimas

**ATTEST:**

---

Debra Black, Deputy City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution No. 2014-70 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of December 9<sup>th</sup>, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Debra Black, Deputy City Clerk



# Agenda Item Staff Report

**To:** Honorable Mayor and Members of the City Council  
*For the Meeting of December 9, 2014*

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

**Subject:** **Golden Hills Road Realignment – Award of Engineering and other related services**  
**A. Appropriation of additional \$130,000 from the Infrastructure Fund to supplement existing Golden Hills Road Project funds.**  
**B. Award of Engineering and other design related services to Land Design Consultants, Inc. in the amount of \$134,000**

## Summary

*The proposed realignment and reconstruction of Golden Hills Road jurisdictionally lies within City of San Dimas; however a proposed subdivision development between San Dimas Canyon Road and La Verne's westerly of City boundary, has a required mitigation measure to provide public safety access to subject property as well as to provide an emergency access or evacuation route. Under a cooperative agreement with La Verne, San Dimas will undertake the design and construction of Golden Hills Road Realignment thru the County Flood facility subject to requirements of County approvals and accordingly both agencies will fund its share of the improvement costs.*

*Staff requests Council to consider appropriating an additional \$130,000 from Infrastructure Fund to supplement the funding for all the needed Right of Way engineering, Environmental Services, Civil design and County processing fees and permits. And approve awarding the professional services contract for the Golden Hills Road Realignment and Right of Way Services in the amount of \$134,000 to Land Design Consultants.*

## **BACKGROUND**

The existing Golden Hills Road has been closed to thru traffic since December 2010 and is opened for emergency vehicles only. This narrow low volume winding roadway with steep vertical slopes has experienced severe erosion and slides during storms and therefore for public safety has remained closed.

Due to the precarious nature of Golden Hills Road, the City has pursued the County for several years to allow for an all-weather roadway thru the County facilities or thru the adjacent San Dimas Debris Placement Site (SDDPS). Finally in May 2014, the City and County came to an agreement where the County agreed that the roadway does benefit the Flood Control District and therefore will allow the new roadway to be construed thru the SDDPS. This roadway would also be the alternate access for the residents of La Verne, San Dimas, as well as the County for access to their major flood control facilities in the canyons above.

In exchange for allowing the City to build a roadway thru SDDPS, the County has also stipulated the remaining eastern portion of the SDDPS property lying east of the roadway shall be maintained by the City. In addition, the County will not waive any permit fees (plan check and inspection for the roadway) or the Staff time for review and preparation of any legal description and maps for approval of acceptance by the Board of Supervisors.

The total cost estimate for the new all-weather roadway based on conceptual design for realignment of Golden Hills Road is estimated to be per the following breakdown:

Construction Cost	\$573,000
Contingency (15%)	\$ 86,000
Construction Engineering (20%)	\$115,000
County ROW/ Review/Permits	\$ 46,000
Environmental	\$ 30,000
Engineering Design	\$100,000
	-----
Total	\$950,000

In parallel to our desire of seeking a roadway thru SDDPS, the City of La Verne in October 2014, also approved a 22 lot subdivision in the former Sturrocks Christmas Tree farm property lying just west of the Caballo Ranch Road or near the “dip crossing” on San Dimas Canyon Road. The proposed subdivision development has been conditioned to provide a secondary access way for emergency access and as a mitigation measure the developer has agreed to contribute his fair share (up to \$750,000) amount towards the construction of an all-weather roadway that will be 26’ wide curb to curb and will be approximately 1,300 feet long extended from San Dimas Canyon Road to La Linda in La Verne. All the street design grades, turning radius and hauling trucks functionality shall be approved and constructed to the County Standards and both agencies Fire department approvals.

As commitment to comply with his fair share contribution, in October, the La Verne developer has deposited \$100,000 with La Verne and will pay the remaining balance at issuance of the building permit which is anticipated to occur in summer of 2015.

Request for Proposal (RFP)

On August 25, 2014 an RFP to provide Engineering Design, Right of Way services and other technical services was released. Unfortunately only one proposal was received. Land Design Consultant Inc. (LDC) is a well-qualified and demonstrated thorough knowledge of the project requirements. Staff has confirmed through reference checks their experience, quality of workmanship and delivery. The proposal received was thoroughly reviewed. The final fees were successfully negotiated and are fair and reasonable. Although the fees are about 34% higher than we estimated, staff feels that the final negotiated fees are well justified when considering the complexity of the outside agency coordination (primarily County). Therefore Staff recommends entering into a contract with LDC in the amount of \$134,000.

**ANALYSIS**

Engineering Design

The proposed City contract with Land Design Consultant includes a breakdown of tasks necessary to complete the designs, but in short they are:

- Task 1 - Research and Data collection
- Task 2 – Surveying
- Task 3 – Right of Way Services
- Task 4 – Geotechnical Evaluation
- Task 5 – Geometric Approval of Plan Specifications
- Task 6 – Traffic Control Plan
- Task 7 – Bid Phase Assistance

Budget & Appropriation of Additional Funds

For fiscal year 2014-15, a total of \$80,000 project funds have allocated in General Funds Emergency Services Account. The 75% of allocated funds under this amount are essentially funds reimbursed by the State for completing emergency repairs of the existing Golden Hills Road attributed to the 2010 storm. In order to proceed with the re-alignment project as proposed, below are anticipated costs for all related project design and review services.

LDC – Engineering Design	\$134,000
LA County ROW/Review/Permit	\$ 46,000
CEQA/ Environmental Consultant	\$ 30,000
	-----
Total	\$210,000
	-
Funds Budgeted for Design	\$ 80,000
	-----
Additional Funds Needed to Supplement the Project	\$130,000

Staff is recommending that the additional \$130,000 be appropriated from Infrastructure Funds to cover all the anticipated above mentioned costs. The total budget for this phase of the project would be \$210,000.

Cooperative Design and Construction Funding Agreement with La Verne

Considering that Golden Hills Road realignment and reconstruction estimated cost exceeds the developer’s \$750,000 contribution, with both cities recognizing the importance of this roadway to the community, both cities will enter into a formal agreement for the sharing of costs for design and construction of this roadway and any additional costs over and above the developer’s contribution. The following is the tentative schedule that is highly dependent on LA County’s turnaround and timely approvals for final R.O.W and permits.

MILESTONE	TARGET
Proposals Due	September 18, 2014
Select and Begin Negotiations	September, 2014
Award Engineering Contract	December 9, 2014
Notice to Proceed w/Engineering	December, 2014
Environmental Document/ROW	July, 2015
Final Design	September, 2015
Final Right of Way/Permits	September, 2015
Utility Relocations	October, 2015
Advertise for Construction Bids	January, 2016
Award Construction Contract	February, 2016
Begin Construction	April, 2016
Complete Construction	Summer 2016

With a cooperative mutual understanding in place with La Verne and the County agreeing to grant an easement thru SDDPS for the new roadway, Staff recommends that City Council approve moving forward with the Golden Hills Road realignment project.

**RECOMMENDATIONS**

Staff requests Council consider the approval of the following in regards to Golden Hills Road Realignment design project:

1. Appropriation of additional \$130,000 from the Infrastructure Fund to supplement the Right of Way Engineering/Environmental Engineering Design and County permit costs
2. Award of Engineering and other design related services to Land Design Consultants, Inc. in the amount of \$134,000

Respectfully submitted,



Krishna Patel  
Director of Public Works

12-14-01 kp



# SGVCOG

San Gabriel Valley Council of Governments

## Energy, Environment and Natural Resources Quarterly Report

The EENR Quarterly Report provides information about the COG’s activities, as well as updates in energy, water, open space, and solid waste.

### Addressing the Drought

2013 was California’s driest year on record. Almost 99% of California is considered abnormally dry or worse, with almost two-thirds of the State in extreme drought. So far in 2013-2014, the San Gabriel Valley has received just 17% of its average rainfall and over 32 inches of rain is needed to return to normal. Due to these extreme drought conditions, in January 2014, Governor Brown declared a State of Emergency. He called for a voluntary 20% reduction in per-capita water use, doubled the Metropolitan Water District (MWD) conservation budget, and directed staff to explore all feasible ways to use MWD’s resources to assist other regions of the State. The Department of Water Resources (DWR) also reduced the allocation from the State Water Project (SWP) to 5%.

SB 103 and SB 104, which were signed by Governor Brown in March 2014, provided \$687 million to assist drought-stricken communities and to accelerate projects that better capture, manage and use water resources. The package includes funding for drought relief, housing and food assistance, and expedites existing bond funding for local and regional projects that are planned or underway. Highlights of the legislation include: \$472 million for the Integrated Regional Water Management Program (IRWMP), of which \$200 million was allocated to immediate drought-related projects, and \$40 million from cap-and-trade auction revenues for water-energy nexus projects. In addition, the State Water Resources Control Board (SWRCB) approved financing terms to offer \$800 million in 1% loans for water recycling projects that can be completed by January 2017.

The SWRCB also adopted an emergency regulation, which became effective on July 29, 2014, to increase outdoor urban water use conservation. The regulations prohibit all water users from applying potable water to any driveway or sidewalk, allowing run-off, and using potable water in a fountain that is not recirculated. Urban water suppliers serving more than 3,000 customers must implement a water shortage contingency plans to a level where restrictions on outdoor irrigation are mandatory. Suppliers without a plan must mandate that outdoor irrigation be reduced to no more than twice a week, and they must report monthly water production—including an estimate of the gallons per capita per day used by residential customers. These regulations are effective for 270 days unless extended or appealed. Learn more about the regulations at [http://www.swrcb.ca.gov/waterrights/water\\_issues/programs/drought/emergency\\_regulations\\_waterconservation.shtml](http://www.swrcb.ca.gov/waterrights/water_issues/programs/drought/emergency_regulations_waterconservation.shtml).



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## CALIFORNIA HERO UPDATE

The California HERO program launched in Los Angeles County in May 2014. Since that time, residents in the San Gabriel Valley have been very active in utilizing the program. Here are the statistics for the San Gabriel Valley, as of December 3, 2014.

**Approved Projects:**

1,115 projects

\$27.2 million

**Total Funded Projects:**

611 projects

\$13.9 million

**Highest Participation:**

Pomona

\$ 3.4 million

**Highest Per Capita Participation:**

La Verne

\$25.27

**Highest Participation:**

Pomona

\$2.5 million

**Highest Per Capita Participation:**

Walnut

\$20.50

An interactive map provides real-time data about projects, emissions, and jobs created for each participating city and for the SGVCOG region and is available at [map.heroprogram.com](http://map.heroprogram.com).

For more information, contact the SGVCOG.

## Energy Update Figtree Financing

Figtree Company is offering financing for commercial, industrial, retail, and multi-family property owners. Using Figtree financing, commercial property owners can install eligible energy efficiency, renewable generation and water conservation improvements with low-interest loans that are repaid as an item on



the property owner's property tax bill – a tool known as a Property Assessed Clean Energy (PACE) program. This financing tool is geared towards commercial properties and compliments the California HERO program, which primarily serves residential customers. PACE programs are authorized statewide under AB 811, which was signed in 2008.

PACE programs provide property owners with access to funds for property improvements that produce water or energy savings, with a payment obligation that is tied to the property and is matched to the useful life of the financed improvements. Figtree is one of several commercial PACE programs and has been operating since December 2011. Figtree is targeted towards small and medium-sized businesses and provides a full compliment of services to the business owners in undertaking the project.

Figtree Financing partnered with the statewide joint powers authority California Economic Development Authority (CEDA) to provide the legal authority and infrastructure for PACE financing. To allow commercial property owners to participate in Figtree, municipalities must join the CEDA as an associate member, at no cost, and adopt a Resolution of Participation. Eligible commercial property owners would be able to participate in the program immediately following adoption of the appropriate documents. Since it started, more than 61 cities, including 10 cities in LA County, and the unincorporated areas of 6 counties have adopted resolutions of participation and millions of dollars in commercial projects have been financed.

Municipalities can opt-in to as many commercial and residential PACE programs as they see fit. Participation in multiple programs affords property owners more choices and options to address their particular needs.

For more information about Figtree Financing, please visit <http://www.figtreefinancing.com/> or visit the SGVCOG website at [www.sgvkog.org](http://www.sgvkog.org).

*In 2013, Southern California Edison (SCE) procured 21.6% of its electricity sales with renewable power, with the vast majority of this power being produced from wind energy and geothermal energy.*



## Reforming Access to Energy Use Data

It is now easier for local governments to view electricity data for their communities, thanks to a recent decision by the California Public Utilities Commission (CPUC). Here are few of the highlights of the decision:

- ◇ Each investor-owned utility (IOU) has posted energy usage data by zip code for residential, commercial, agricultural, and industrial customers. This data is updated quarterly and is available in a readable format at [www.sce.com/](http://www.sce.com/)
- ◇ Each IOU has developed a web portal to accept community energy usage data requests from local governments. Aggregated and anonymized data is available for residential, commercial, agricultural and industrial customers, provided that it meets the CPUC's requirements to ensure that data is sufficiently aggregated and anonymized so individual customers cannot be identified. For example, for residential and commercial customers, the data set must include at least 15 customers, and no one customer can account for more than 20% of the area's usage. SCE will be launching its web portal in the next few weeks, and it will be available at .
- ◇ Each utility must designate a single point of contact for usage requests and provide a electronic request form.

## Extending Residential Solar Funding

Low-income homeowners in the San Gabriel Valley will continue to be eligible for incentives for photo-voltaic (PV) installations, through funding that was made available to the Single-family Affordable Solar Housing (SASH) program. An additional \$108 million of funding was allocated to the SASH and the Multi-family Affordable Solar Housing (MASH) programs—which provides rebates to affordable housing building owners who install solar systems to offset energy costs in building common areas or offset energy costs for residents—to install an additional 50 MW of solar capacity to offset energy costs for low-income residents.

SASH provides up-front rebates for low-income homeowners to install solar power systems. Participants must be SCE customers, have a household income that is 80% or below of the area median income, and live in a home that is defined by the CPUC as “affordable housing.” Eligible residents with an income level that is 50% of the local median income could be eligible for a free 1 kilowatt-hour system. Those with incomes between 50% and 80% of the local median income can receive a highly subsidized solar system.

SASH has been an extremely popular program of the California Solar Initiative (CSI), which is Governor Brown's Initiative to install 1,940 megawatts of new solar electric systems on existing homes by 2015. 10% of these megawatts should be installed on low-income residential housing. Since the SASH program began in 2008, more than 11.1 MW of solar capacity systems have been installed on single-family homes. Most of the original SASH funding has been exhausted, so this new allocation will allow eligible low-income in the San Gabriel Valley to continue to receive rebates that cover 65 to 100% of the solar installation cost. More information about SASH can be found at <http://www.gridalternatives.org/learn/sash>.

Affordable housing property owners, as well as the renters in these buildings, can also benefit from solar rebates through the Multi-family Affordable Solar Housing (MASH) program. Solar rebates are available to install systems in building common areas and are also available for tenants. All of the MASH program funding for SCE territory has been allocated; however, the new allocation will allow the program to continue. For more information about the MASH program can be found at <https://www.sce.com/wps/portal/home/business/savings-incentives/multifamily-affordable-solar-housing/>.

### LEGISLATIVE UPDATE

#### AB 2188 (Muratsuchi) — Solar Panel Permitting:

Chaptered in September 2014, AB 2188 (Muratsuchi) requires jurisdictions to adopt an ordinance that creates an expedited, streamlined permitting process and checklist for small residential rooftop solar energy systems by September 2015. The checklist and required permit documents must be published on a website, and the City must allow for the electronic submittal of a permit application and its associated documentation.

The full text of the bill can be found at [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140AB2188](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB2188).



*There are many residential rebates for the installation of solar hot water heaters. There are also rebates and incentives for including solar in new homes. You can find information about the California Solar Initiative (CSI) and the New Solar Homes Partnership (NSHP) at <http://www.qosolarcalifornia.ca.gov/>.*

OPEN SPACE UPDATE

*National Monument Proclaimed*

On October 10, 2014, President Obama established a National Monument



in the San Gabriel Mountains using his authority under the Antiquities Act. The National Monument covers 342,177 acres in the Angeles National Forest and 4,002 acres of the San Bernardino National Forest. An interactive map of the mountains can be found at <http://www.scpr.org/news/2014/10/23/47606/usfs-releases-detailed-map-of-san-gabriel-national/>.

National monument designations are given to protected areas of federal land, protecting landscapes and objects of beauty, diversity, historic and scientific interest. National monuments are located on federally-owned lands and can be managed by any one of number of federal agencies. The San Gabriel Mountains National Monument will be managed by the U.S. Forest Service.

The Presidential Proclamation that designated the San Gabriel Mountains National Monument (which can be viewed at <http://www.whitehouse.gov/the-press-office/2014/10/10/presidential-proclamation-san-gabriel-mountains-national-monument>) required that a management plan, created with extensive public input, be created within 3 years of the designation.

The San Gabriel National Recreation Area Act (HR 4858) was introduced by Congresswoman Judy Chu in June 2014 and is still moving through Congress.

# Air Quality Update

## Cap-and-Trade Investment Plan

The Cap-and-Trade Program was one of the strategies identified in the California Air Resources Board (CARB)'s Scoping Plan, which lays out the State's strategy to meeting AB 32. AB 32 requires California to reduce its greenhouse gas (GHG) emissions to 1990 levels by 2020.

The Cap-and-Trade rules went into effect on January 1, 2013, for large electric power plants and large industrial plants, and the first auction was held in November 2012. The proceeds from the auction were deposited in a Greenhouse Gas Reduction Fund, and CARB and the Department of Finance (DOF) was directed to develop and submit a three-year investment plan to the legislature, outlining the allocation of cap-and-trade revenues. The first investment plan was included as a part of the 2014-15 budget.

Agencies and departments that received funding in FY 2014-15 have begun developing programs to utilize the allocated cap-and-trade funding. Below is a status update on those programs for which funding will be available for local governments:

**Low Carbon Transit Operations Program** (\$25 million in FY 2014-15 to Caltrans)  
**Eligible Projects:** Transit operators will receive funding to complete projects that reduce passenger vehicle miles traveled through incentives, infrastructure, or operational improvements (including providing better bus connections to intercity rail and encouraging people to shift for cars to mass transit).

**Current Status:** Draft guidelines were released in November 2014, and the final guidelines will be released by December 19, 2014. Transit operators will receive their estimates of funding available by December 1, 2014, and must submit their project proposals to Caltrans by February 1, 2015.

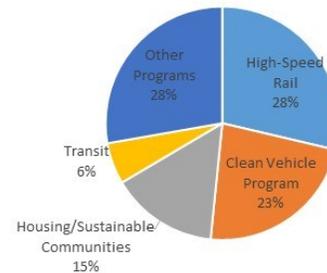
**Affordable Housing and Sustainable Communities (AHSC) Program** (\$130 million to Strategic Growth Council)

**Eligible Projects:** Local agencies can apply for funding for projects that increase the accessibility of affordable housing, employment centers and key destinations via low-carbon options (i.e. walking, biking, and transit) that result in fewer vehicle miles traveled (VMT). This funding can go towards projects that are already located in high-quality transit areas or towards projects that increase connectivity with existing transit stations

**Current Status:** Draft guidelines can be found at [http://sgc.ca.gov/docs/Draft\\_AHSC\\_Guidelines\\_for\\_posting\\_082314.pdf](http://sgc.ca.gov/docs/Draft_AHSC_Guidelines_for_posting_082314.pdf). Final guidelines are expected to be released in early January 2015.

The California Air Resources Board (CARB) was also allocated \$200 million to implement Clean Vehicle Programs. This funding is being allocated in conjunction with funding for its Air Quality Improvement Program (AQIP) based on the principles identified in the 2014-15 AQIP Funding Plan. CARB is also holding public workshops to develop its 2015-16 AQIP Funding Plan, to identify priority programs for the expenditure of future cap-and trade allocations.

FY 2014-2015 Cap-and Trade Funding Allocations



FY 2014-15 Appropriations	\$ in Millions
High Speed Rail	\$250
Clean Vehicle Program	\$200
Housing/Sustainable Communities	\$130
Transit	\$50
Other Programs	\$242
Total	\$872

# Solid Waste Update

## Solid Waste Legislation

Solid waste legislation recently signed by the Governor could have considerable impacts on the solid waste management in local governments. These bills are intended to help the State meet the 75% Initiative, which requires that by 2020, 75% of solid waste in the State be recycled, and the AB 39 (Integrated Waste Management Act), which requires each city or county to divert 50% of solid waste from landfills through source reduction, recycling, and composting activities.

AB 1826 (Chesbro) requires mandatory commercial recycling. The bill will be implemented in phases, requiring businesses that generate 8 cubic yards or more of waste per week to arrange for recycling services by April 1, 2016, businesses that generate 4 cubic yards or more of waste per week to arrange for recycling by April 1, 2017. Local governments are also required to implement an organic waste recycling program to divert organic waste and to report to the California Department of Resources, Recycling, and Recovery (CalRecycle) on progress in implementing the program.

AB 1594 (Williams) disallows the use of green waste as alternative daily cover (ADC) as of January 1, 2020, meaning that cities will no longer receive diversion credit (towards its 50% diversion requirement under the Integrated Waste Management Act) for green waste. Each local government will be required to report annually on how it intends to meet diversion requirements without the use of ADC credit and, if it is not possible to meet these requirements by January 1, 2020, develop a plan to address those barriers.

## Water Update

### Water Conservation Rebates & Incentives Update

Since the Metropolitan Water District (MWD) expanded their existing water conservation program in May 2014, requests for commercial rebates and residential incentives have increased dramatically. The incentive rebate for turf removal has doubled from \$1 to \$2 per-square-foot, and many commercial and residential property owners are taking advantage. Rebates and incentives for other projects, including converting potable irrigation or industrial water systems to recycled water, have also been increased. As a result of these and other water conservation efforts across the region, demands for MWD's imported water supplies are 15% lower than those of the last severe dry cycle, in 2006-2007, despite average temperatures that are more 5 degrees higher and a significant population increase.



	Square footage of Rebates Requested		Equivalent to
	January 2014	July 2014	
Residential	99,000	2.5 million	1,665 residential yards removed
Commercial	22,000	4.7 million	82 football fields removed

### Join the Water Smart City Challenge!

The Upper San Gabriel Valley Municipal Water District has launched the Water Smart Cities Challenge, and participating cities can receive up to sustainable watershed grants for up to \$50,000. More information can be found at <http://upperdistrict.org/conserve/water-smart-city-challenge/>.

## RESOURCE GUIDE

In July 2014, the California Air Resources Board (CARB) released its new Land Use and Residential Energy (LURE) tool, allowing local governments to estimate the residential energy use and greenhouse gas (GHG) emissions associated with future development, based on planned land use scenarios. The tool will allow local governments to compare various land use scenarios accommodating new growth in residential housing to identify which scenario would result in the lowest GHG emissions. It can also estimate the greenhouse gas benefits of common mitigation measures, such as those focused on reducing building energy consumption.

You can read the accompanying research report and access the tool at [http://www.arb.ca.gov/research/single-project.php?row\\_id=65035](http://www.arb.ca.gov/research/single-project.php?row_id=65035).

## MORE GRANT UPDATES

The COG, in partnership with Southern California Edison (SCE) and Southern California Gas (SCG) — collectively known as the San Gabriel Energy Wise Partnership — will be holding its **Annual 2014 Energy Leadership Awards Luncheon**. The event will be held on **Wednesday, December 10, 2014, from 12:00 noon—1:30 p.m.** at the **San Gabriel Hilton (225 W. Valley Boulevard; San Gabriel)**. Cities across the San Gabriel Valley will be recognized for their leadership in energy efficiency. To register for the event, please email [sgv@sgvcog.org](mailto:sgv@sgvcog.org) or call (626) 457-1800.

As a regional partner, the SGVCOG will also be supporting an additional CivicSpark Corps member. Suzy Kirschner will be working on an energy action planning project in the cities of Upland and Fontana.



**Name:** Suzy Kirschner  
**Hometown:** Richmond, VA  
**School:** University of Mary Washington  
**Major:** Environmental Science  
**Fun Fact:** I lived in Mexico for two years and learned to speak Spanish fluently when I was 5 years old.

## Grant Updates

### CivicSpark Partners with COG for Energy Efficiency Planning Grant

Energy assessments will be offered to San Gabriel Valley residents beginning in January 2015 through a partnership with the Local Government Commission (LGC) and CivicSpark. CivicSpark is a new AmeriCorps program that places individuals with an interest in sustainability careers in local governments to complete projects that reduce greenhouse gas emissions and promote the creation of more sustainable communities. The COG will serve as 1 of 9 CivicSpark Regional Partners statewide.

4 CivicSpark Corps members (pictured below) will work at the COG offices and promote, schedule, and complete the residential energy assessments as a part of the COG's CEESP project.

By working with homeowners at the "point-of-permit" and targeting those who are already actively pursuing home renovation projects, the cities will be able to leverage the improvements and create rapport to significantly reduce energy. The CivicSpark team will provide a customized home energy assessment for each participating homeowner, providing information about energy usage identifying easy, do-it-yourself actions. The COG is excited to begin this collaboration with CivicSpark to support the cities and their residents!



**Name:** John McQueeney  
**Hometown:** Venice, CA  
**School:** UC-Berkeley  
**Major:** Development  
**Minor:** Energy and Resources  
**Fun Fact:** On my worst days, I like to grab my surf board and sit in the ocean - just to feel the world turn.



**Name:** Kate Rathburn  
**Hometown:** Victorville, CA  
**School:** University of Florida  
**Major:** Environmental Science  
**Fun Fact:** I've hiked around 1300 miles over the past year.



**Name:** Mikaela Vournas  
**Hometown:** Westlake Village, CA  
**School:** Cal Poly San Luis Obispo  
**Major:** Anthropology, Geography  
**Fun Fact:** I completed my senior project in Fiji studying the effects of urbanization on food and nutrition.



**Name:** Katie Ward  
**Hometown:** Victorville, CA  
**School:** Cal Poly Pomona  
**Major:** Political Science  
**Fun Fact:** I have 7 siblings from the same two parents.



# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
*For the Meeting of December 9, 2014*

**FROM:** Blaine Michaelis, City Manager

**INITIATED BY:** Marco A. Espinoza, Senior Planner

**SUBJECT:** **General Plan Amendment 13-01** – A request to amend the General Plan Land Use Designation from “Open Space” to “Single Family Low” to allow for a density level of 3.1 to 6 units per acre. (Revised)

**Municipal Code Text Amendment 13-08** – A request to create a new “Specific Plan No. 27” that would allow for a 36-unit single-family detached residential development. (Revised)

**Zone Change 13-01** – A request to change the zone of the site from Light Agricultural (A-L) and Open Space (OS) to Specific Plan No. 27. The Open Space portion of land is excess City land within and adjacent to Horsethief Canyon Park; this land will be acquired by the applicant through a Development Agreement.

**Tentative Tract Map 13-01 (72368)** – A request to subdivide the subject site (299 E. Foothill Blvd.) into 36 single-family residential lots with ten (10) common use lots to be maintained by the Homeowner’s Association. (Revised)

**DPRB Case No. 13-20 & Precise Plan 13-03** – A request to develop a non-gated community with 36 two-story, single-family detached residences on a 6.4 acre site. The homes will range in size from 2,175 sq. ft. to 2,475 sq. ft. on lots ranging in size from 3,365 sq. ft. to 6,040 sq. ft. (Revised)

**Tree Removal 13-27** – A request to remove 53 of the 56 trees on site; a tree replacement plan will be required and be incorporated into the landscape plan.

**Mitigated Negative Declaration with Mitigation Measures.**

**A Development Agreement with the City** – An agreement to purchase approximately 20,000 sq. ft. of excess area of land within and adjacent to the City’s Horsethief Canyon Park and to not allow for increases in the Development Fees and certain impact fees relating to the proposed development for a time

period of 10 years in order to allow for the construction of the project.

For the property at 299 East Foothill Boulevard  
(APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905)

**THE PLANNING COMMISSION VOTED 3-2  
(Davis, Schoonover voted no)  
ON ALL THE ABOVE APPLICATIONS ON  
NOVEMBER 20, 2014 TO RECOMMEND APPROVAL TO  
THE CITY COUNCIL**

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**SUMMARY**

The applicant, The Olson Company, originally submitted several applications for the development of 48 two-story, single-family detached residences on approximately 6.4 acres within a gated community located at 299 E. Foothill Boulevard. The homes were ranged in size from 1,620 sq. ft. to 1,953 sq. ft. on lots ranging in size from 2,560 sq. ft. to 2,816 sq. ft. The project was also providing for 24,928 sq. ft. of a central neighborhood recreation area consisting of a swimming pool, children's play area, bocce ball and horseshoes.

As part of the project the applicant also entered into a Development Agreement with the City. The agreement is for the purchase of approximately 20,000 sq. ft. of excess area of land within and adjacent to the City's Horsethief Canyon Park.

A Mitigated Negative Declaration with mitigation measures is proposed for the project.

The project and its associated applications have been reviewed by the following bodies:

- The Equestrian Commission reviewed the project on May 6, 2014.
- The Environmental/Subdivision Committee reviewed the project on April 17 and May 20, 2014.
- The Development Plan Review Board reviewed the project three different times on June 12, 2014, June 26, 2014, and July 10, 2014.

- The Planning Commission reviewed the project four different times on August 21, 2014, October 2, 2014, November 6, 2014 and November 20, 2014.

During each review by the Development Plan Review Board and the Planning Commission, they each required modifications to the project as they thought the project was not at a level of acceptance. The applicant complied with the majority of the requested modifications as they went through each of the reviews.

During the each of these reviews Staff has also requested modifications to the project which the Board and Commission have concurred as necessary changes.

The applicant's current proposal is for a non-gated community with 36 two-story, single-family detached residences. The homes range in size from 2,175 sq. ft. to 2,475 sq. ft. on lots ranging in size from 3,365 sq. ft. to 6,040 sq. ft.

The Planning Commission at their November 20, 2014, meeting voted 3-2 (Schoonover and Davis) to recommend approval of the project to the City Council.

## **BACKGROUND**

On February 6, 2014, Staff presented the General Plan Amendment, the Municipal Code Text Amendment and the Zone Change request to the Planning Commission for initiation of their processing. In determining if the initiation of the applications were warranted, the Commission determined that residential use was a reasonable request for this location.

Following the Planning Commission's granting of the above mentioned initiation, the applicant submitted the following applications for the development of 48 two-story, single-family detached residences within a gated community:

- General Plan Amendment 13-01;
- Municipal Code Text Amendment 13-08;
- Zone Change 13-01;
- Tentative Tract Map 72368 (TTM 13-01);
- DPRB Case No. 13-20;
- Precise Plan No. 13-03;
- Tree Removal Permit No. 13-27;
- Mitigated Negative Declaration; and
- A Development Agreement.

**General Project Information (Current Proposal)**

- Total Site Area: 6.4 Acres
- Total Units Proposed: 36
- Unit Sizes:
  - Plan 1A, 1B & 1C: 14 Units – 2,175 sq. ft., 3 bd., 2.5 bath, loft/Opt. 4 Bd., 2-car garage, two-story
  - Plan 2A, 2B & 2C: 22 Units – 2,475 sq. ft., 4 bd., 3.5 bath, Loft/Opt. 5 Bd., 2-car garage, two-story
- Lot Size (average, some lots are larger):
  - Plan 1 – 43' x 70' = 3,010 sq. ft. (Typical)
  - Plan 2 – 49' x 70' = 3,430 sq. ft. (Typical)
  - Average Lot Size – **4,229 sq. ft.**
- Lot Coverage:
  - 8 Lots <36%
  - 28 Lots <38.5%
  - 31 Lots <40%
  - Average Lot Coverage **37.1%**
- Density: 5.6 Units to the Acre
- Parking: 192 spaces provided
  - 72 spaces in Garages
  - 72 spaces in Driveways
  - 34 spaces within the site
- Usable (active) open space within the housing development : 37,155 sq. ft. (7.5 % of the gross area of site)
- Total open space (passive & active) within the project site: 51,310 sq. ft. (18% % of the gross area of site)
- Three phases of development of the site, each dependent on sales of the previous phase.
  - 1<sup>st</sup> Phase – 9 homes including 3 models to be released as part of Phase 3.
  - 2<sup>nd</sup> Phase – 12 homes
  - 3<sup>rd</sup> Phase – 15 homes
- Amenities:
  - A community pool and restrooms;
  - Outdoor kitchen with built-in BBQ, sink and counter;
  - Wood frame cabana;
  - Patio furniture for dining and pool lounging;
  - Horseshoe pit and bocce ball court; and
  - A small alumawood shade structure with bench at the end of the passive trail;

As part of the review process for this type of development project it has been reviewed by the following bodies:

### ***Equestrian Commission***

The project site is currently used as a private equestrian boarding facility. Staff presented the project to the Equestrian Commission on May 6, 2014 to understand the possible effect to the equestrian community due to the loss of the facility and to understand how the site is currently used by the community at large. A horse relocation report dated 5-02-14 was presented to the Commission detailing the occupancy status, alternative boarding options and possible relocation assistance. The applicant recently submitted a revised report dated 8-08-14 (see Exhibits C & I).

The Commission commented on the proposed site plan that the multi-use trail along the west property line was a benefit to the community as many boarders and non-boarders cross through the property to access the trails in Horsethief Canyon Park. The Commission also discussed the relocation report and felt that the potential relocation assistance was a nice gesture but thought that the amount should be increased due to the higher cost of boarding at other surrounding facilities. The Commission understood the property owner's desire to sell the property but wished that there was someone who was interested in continuing the equestrian use.

At the time of the Equestrian Commission meeting approximately 38 boarders with about 60 horses remained at the site; some were original boarders and others were transitional or out-of-towners that board their horses at the facility on a temporary basis; typically two weeks. At the time of the Planning Commission meeting in August 2014, there were only 22 boarders with approximately 40 horses; of the 22 boarders 10 were San Dimas residents. The other boarders had relocated to neighboring facilities. The remaining boarders had been notified as of August 1, 2014 that they needed to vacate the facility within 60 days. The owner of the facility was also willing to offer \$3,500 to be shared by the remaining boarders if needed for relocation cost. He also offered to transport any horse to a new facility within a 15 mile radius of the existing facility.

The applicant has indicated that as of December 1, 2014, there are only 11 horses on the property, all of which are temporary race horses, owned by one (1) or two (2) individuals/entities. By the end of the year all the horses will be removed from the center and the facility will be closed.

Equestrian uses in San Dimas appear to be diminishing as the type of residents that are purchasing agricultural lots that allow for horse keeping are not maintaining horses on their properties in part to the cost, maintenance, liability and the amount of time required for the care of horses. In the City there are currently three privately owned equestrian facilities of which two are slated for

housing. Since the 1970's when the subject site was rezoned to AL to allow equestrian use, the City has grown from a semi-rural town to more of a bedroom community with a small town feel. It is possible that the loss of the equestrian facility might be warranted due to its lessening use, and the development of a residential neighborhood may be warranted due to a higher demand and need.

### ***Environmental/Subdivision Committee Review***

The project and its environmental study reports were presented to the Environmental/Subdivision Committee on April 17 and on May 20, 2014, for their review and comments. The applicant submitted the following studies for review and comment:

1. Air Quality Analysis
2. Biological Resources Assessment
3. Geotechnical Investigation
4. Site Assessment
5. Tree Removal
6. LID/ MS4 Stormwater Quality Report
7. Traffic Analysis
8. Geotechnical Water Investigation
9. Sewer Study
10. Dry Utilities Study
11. Preliminary Hydrology and Hydraulics Study

At the meetings the Committee provided their concerns and comments regarding the Tentative Tract Map, the Initial Study and the proposed Mitigation Measures.

At the same time Staff also distributed the study and mitigation measures to other outside agencies for their 20-day review period which ended on May 15, 2014. A Notice of Intent to adopt a Mitigated Negative Declaration was also posted with the Los Angeles County Clerk, the City posting boards and published on the City's website.

At the May 20, 2014, Environmental/Subdivision meeting the Committee recommended that the Tentative Tract Map and the Mitigated Negative Declaration with Mitigation Measures continue through the review process.

The Mitigation Measures will help ensure that during the construction and after the project is complete certain environmental issues will not be significant due to revisions made to the development of the project which will be regulated by the Measures (see Exhibit L).

The above comments regarding the Environmental/Subdivision Review Committee were based on the applicant's original proposal of 48 single-family detached residences. However during the Planning Commission's review of the

project the number of homes proposed was reduced to 36. Staff has analyzed the proposed Tentative Tract Map 72368 and has determined that the proposed changes to the map are not significant enough to warrant re-review of the Map as the design, elevations and layout is primarily the same as the original proposal.

Staff has also reviewed the Mitigated Negative Declaration and has determined that the proposed modified changes to the project may reduce some of the environmental effects identified in the Initial Study but would not change significantly enough to warrant changes to the mitigation measures. Some of the environmental studies submitted for the project will need to be slightly modified to reflect the proposed project, as well as the project statement of the initial study.

### ***Development Plan Review Board Review***

On June 12, 2014, the Board reviewed DPRB Case No. 13-20, Precise Plan No. 13-03 and Tree Removal Permit 13-27. The surrounding property owners and tenants were invited to the meeting (514 notifications were mailed /1,500 foot radius). At the meeting the Board reviewed the architectural design, site layout of the project and the tree removal request. After reviewing the Staff Report, listening to Staff and the applicant's presentations, in addition to one resident in attendance the Board voted to continue the project to allow the applicant time to address Staff's and the Board's concerns and to visit several development sites comparable to the proposed development for comparison (see Exhibit D).

On June 26, 2014, as part of an advertised DPRB meeting Staff, the Board and the applicant visited three different development sites to compare and contrast the proposed project with ones that were already built or in the building phase. The site visits helped Staff and the Board understand the massing, bulk, architecture, architectural details, accent finish material, construction quality and site layout of the proposed project. Two of the sites were developed by the Olson Company and other was by a different developer not associated with the applicant (see Exhibit E).

At the Board's third meeting reviewing the project on July, 10, 2014, they discussed the development details of the three sites they had visited during the previous meeting. The applicant also presented some modifications to the project based on comments made by the Board. **It was Staff's and the Board's opinion that there were still a number of substantive issues and concerns that needed to be addressed but determined that it would be best to move the project forward to the Planning Commission and the City Council with the understanding that the project would return to the Board for final review and determination.** In allowing the project to move forward the Board would also understand the Commission's and Council's view point on this type of small lot project and any recommendations or conditions they might impose (see Exhibit F).

As discussed in the "Planning Commission Review" section of this Staff Report during the Planning Commission's review the applicant proposed two new house plans that were never reviewed by the Development Plan Review Board. The Commission thought that the new house plans should go back to the Board for review after they and the Council had made a recommendation on the project as a whole.

At this time the Board has not reviewed the revised architectural and site plans. As stated in the October 2, 2014, Planning Commission Staff Report, Staff thought the revised house plans were very similar to the original plans with minor modifications only and still having many of the same issues of concern as the previous house designs.

If the project is approved by the City Council, the new house plans and site layout will be reviewed by the Board for their approval. The City Council, if they wish, may review the plans at this time, review them after the Board has made a recommendation or allow the Board to make the final recommendation, of the house plans.

### ***Planning Commission Review***

On August 21, 2014, the Planning Commission reviewed the applicant's original submittal for the development of 48 two-story, single-family detached residences on approximately 6.4 acres within a gated community. The residences ranged in size from 1,620 sq. ft. to 1,953 sq. ft. on lots ranging in size from 2,560 sq. ft. to 2,816 sq. ft. on average. The project also provided a 24,928 sq. ft. recreational area that consisted of a swimming pool, children's play area, and horseshoes. At the meeting a number of concerns were discussed by Staff, the applicant and the Commission all of which were outlined in the Staff Report (see Exhibit A-1). The Commission concurred with Staff on the issues. Prior to the Commission making a recommendation on the project the applicant requested a continuance of the public hearing to allow them time to modify the project based on the issues of concern. The Planning Commission granted the extension.

The project was scheduled to be reheard on September 18, 2014; the applicant requested a continuance to allow them additional time to work with the adjoining neighbors to resolve some of their concerns. The continuance was granted by the Commission.

At the October 2, 2014, Planning Commission meeting the applicant's revised plan was presented. The new plan consisted of 38 two-story, single-family detached residences in a new house plan design; the project was no longer a private gated community and the homes had increased in size by 522 sq. ft. to 555 sq. ft. The lots had also increased in size on average by 450 sq. ft. to 614 sq. ft. The reduction of the number of units helped address the following substantive issues of concern:

1. Increase side and rear yard setbacks.
2. The linear alignment of the homes along the south property line needed to be rearranged and/or redesigned to create a more organic configuration (non-tract home layout).
3. There needed to be a mix of the different house plans along Walnut Ave. The applicant incorporated Plan 1 and 2s along Walnut Avenue.
4. Trash bins needed to be located within the garage to avoid smell complaints from neighbors and eliminate an additional paved walkway within the front yard that already consists mostly of hardscape. With the increased setbacks and realignment of the front entry doors of the Plan 2s the trash bins can be placed in the side yard without concerns.
5. The proposed side entry portico was 6-inches from the property line giving the project a cramped appearance and needed to be setback 5 feet from the property line. They provided an alternate entry design.

The applicant also removed the multi-use trail along the west property line due to some neighbor concerns. Staff and the Commission were not in support of this modification and directed the applicant to reinstate the trail. In order to address the adjacent neighbors' concerns the applicant agreed to move the trail to the east and provide a lush landscaping palette between the trail and the neighbors to help screen their rear yards.

The Commission thought the reduced number of lots helped improve the small lot subdivision project but thought that there were still a number of issues of concern that needed to be addressed including the new house designs that had not been reviewed by the Development Plan Review Board (see Exhibit A-3). After the Planning Commission's comments were heard the applicant requested a continuance of the hearing to allow them time to address the Commission's concerns. The Commission granted the continuance.

On November 6, 2014, Staff presented the applicant's revised plan which still consisted of 38 homes. At the meeting Staff reviewed the modifications to the plan (see Exhibit A-4). The applicant had reinstalled the multi-use trail, increased side yard setbacks, provided additional angulation of the rear yard setbacks for the homes along the south property line and clarified lot coverage calculations. Staff still had some issues of concern with the revised plan due to the loss of open space and the tot lot area, in addition to a bottlenecking design of one of the open spaces areas. The applicant had also moved some of the homes closer to the existing cell tower on the site that is to remain. Staff recommended the deletion of four lots from the project in order to try to address the above mentioned concerns. After further review and discussion the Planning Commission decided to vote on the project as presented.

The Commissioners had two main issues of concern during their vote: the required dedication of the extension of Walnut Avenue and its possible future access to Horsethief Canyon Park, and the recommended deletion of four (4) lots by Staff. The Commission bifurcated these two issues into two separate initial votes in order to understand where the Commission stood. It was moved and seconded to remove the condition requiring public dedication of Walnut Avenue. The motion failed 2-3 (Bratt, Rahi, and Schoonover voted no). The Commission then moved, and seconded the removal of Lot 14, and one Plan 1 along Walnut Avenue, which passed 3-2 (Davis, Schoonover voted no). The Commission also indicated there could also be the deletion of up to two more lots at the discretion of Staff after meeting with the applicant to discuss the project. Staff did not request the applicant to remove two additional lots as they were able to mitigate most of Staff's concerns with the deletion of the two other lots.

The Commission then directed Staff to bring back resolutions recommending approval of the project to the City Council.

At the November 20, 2014, Planning Commission meeting the Planning Commission voted 3-2 (Davis, Schoonover voted no) to recommend approval of the project.

## **ANALYSIS**

### ***Site and Surrounding Characteristics***

The site is currently zoned Light Agricultural (AL) and Open Space (OS) and houses a private equestrian facility. There are several stable buildings, horse arenas and outbuildings on the site but no historic buildings. There is a wireless facility on the site that has been designed as a water tower that will remain in addition to its associated mechanical building; all other structures will be demolished. The site also has 56 trees that will all be removed for except three (3); the applicant has applied for a Tree Removal Permit Application which is discussed further in this report. There currently is not a complete fence along the north property line giving boarders and non-boarders access to the multi-use trail in Horsethief Canyon Park.



Project Site Highlighted in Yellow

The subject property is located on the north side of Foothill Boulevard and has approximately 80 feet of frontage along the street. The only access to the site is from Foothill Boulevard. The site is surrounded by different zones and land uses; to the north is Horsethief Canyon Park, to the east and south is the County Flood Control Channel and an office complex; to the west are single-family residential properties that allow for horse keeping (SFA – 20,001).

### ***Site Design Layout***

As mentioned the applicant's original submittal was for 48 single-family, two-story detached residences within a gated community developed as a small lot subdivision. The homes ranged in size from 1,620 sq. ft. to 1,953 sq. ft. on lots ranging in size from 2,560 sq. ft. to 2,816 sq. ft. During the Planning Commission's review the applicant reduced the number of residences to 38 and deleted the private community gate in order to address Staff's and the Commission's concerns. As part of the reduction in the number of residences the applicant increased the sizes of the homes to 2,175 sq. ft. and 2,475 sq. ft. and increased the lots from 3,365 sq. ft. to 6,040 sq. ft. In an attempt to further address concerns from Staff and the Commission the applicant reduced the amount of residences from 38 to 36 but maintained the same house and lot sizes.

The revised site layout appears to be very similar to the original proposal (see Page 13 & full size plans); however, there are a number of modifications to the site plan that help address some of the concerns by the public, Staff, the Board and the Planning Commission. The site has been revised in the following ways:

1. Gated Community – The vehicular gate has been removed making the project accessible to the general public and eliminating the segregation of the seven (7) lots on Walnut Avenue. The City has approved other gated communities in the past but the majority of them have been in the Via Verde area. There are no gated communities other than a senior facility north of the 210 Foothill Freeway. Staff thinks this is a positive revision to the project.
2. Number of Lots – The number of residential lots has been reduced from 48 to 36. The reduction of the lots allows for the relocation of the pool area to the south property line which helps breakup the linear effect of the residences that has been an issue of concern with Staff and the Board. The reduction has also allowed for additional undulation of the main road which creates increased front and rear yard setbacks to the homes along the south property line.
3. Pool Recreation Area – The relocation of the pool recreation area from the east property line to the south property line at the intersection of the entrance road and the main road helps address a concern of the Board. The Board thought that the residences at the terminus of the entrance road are not a good site plan layout and should be deleted and replaced with open space.
4. Lot Coverage – The applicant is proposing an overall lot coverage 37.1%. The lowest lot coverage is 27.7% and the highest is 44.5%. The single family zone has a maximum lot coverage of 35%. The previous lot coverage of the project was higher approximately in the 40+ %.
5. Setbacks – The project originally had five-(5) foot side yard setbacks; with the revised plan every lot now has a five-(5) foot side yard setback on one side and a ten-(10) foot setback on the other side. The rear yards setbacks have also increased on all the lots along the south property line from ten (10) feet to 15 feet and 25 feet. The front yard setbacks remain the same about nine (9) to 11 feet from the front entry area to the property line and minimum of 18 feet from the garage door to the property line.

The site layout of the project will still only have one entry and exiting point to the project and all the interior streets will be private and are designed as cul-de-sacs. All of the homes will have 18-foot deep driveways allowing for additional parking. There are also three shared driveways that will facility seven (7) homes. The community will have an open space area that will house a pool and restrooms, BBQ area with seating, horseshoe pit and a bocce ball court (see plan pages L1 – L3).

Associated with this project but not a part of it is the potential to extend North Walnut Avenue to the existing parking lot just south of the dog park in Horsethief Canyon Park. This item will be discussed at a later date by the City Council if the project is approved. At this time Staff has requested that the proposed extension

of North Walnut Avenue be dedicated to the City to allow for the development of a multi-use trail and for the future vehicular access to the park.

### Original Site Layout – 48 Lots



### Current Site layout – 36 Lots



### GENERAL MAP

The project site has a Land Use Designation of Open Space. The applicant is requesting to amend the Land Use Designation of the site from Open Space to Single Family Low (3.1 – 6 units to the acre). This Land use designation would allow for 20 to 38 residential units based on the gross project area of 6.4 acres. The applicant had previously proposed a Land Use Designation of “Residential

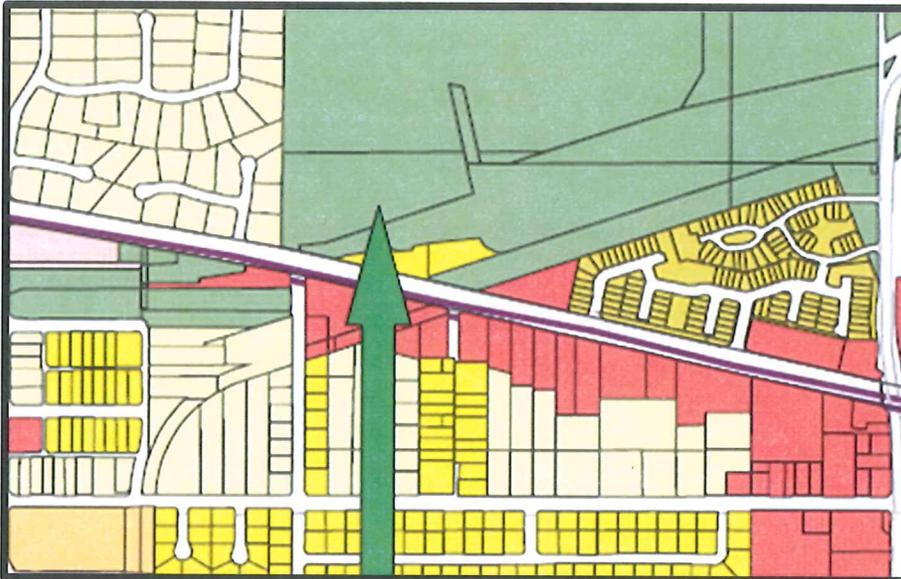
Low/Medium” to allow for a density level of 6.1 to 8 units per acre. State law requires that the General Plan Land Use Designation and the Zoning Classification of a site be consistent with one another. All planning and development actions must be consistent with the general plan.

The proposed density level is dictated by the project type and site layout for the project. Similar proposals for a small lot development have not been processed since the 1980's. This type of development is becoming more common among developers trying to make use of underutilized infill lots. Issues of concern can arise when they are situated adjacent to less dense neighborhoods such as this project. The applicant is proposing a density of 5.6 units to the acre. Staff understands that the applicant is also proposing a specific amount of lots for the project, 36.

The General Plan Amendment of the project can help meet many of the Goals and Policies outlined in the plan.

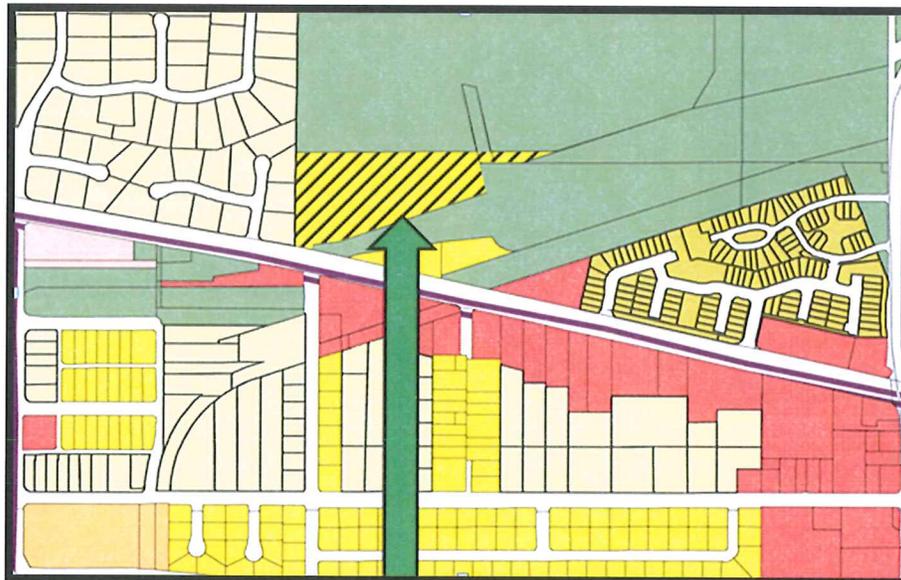
This project will help fulfill the following General Plan Land Use and Housing Element Goals and Policies:

- Land Use Goals Statement L-1, 1.1.1: *“Residential densities shall begin at the low range and be increased for trade-offs for more open space, affordable housing and other appropriate public objectives and amenities.”*
- Land Use Goals Statement L-9, *“Enhance a unified and a high quality visual image for the City”*
  - 9.1.1 *Underground utilities to improve the visual environment.*
  - 9.1.5 *Preserve important view corridors.*
- Housing Element Goals and Policies No. 2 *“Provide Adequate Housing Sites to Accommodate Regional Housing Needs”*
  - Policy 2.1 *“Provide site opportunities for development of housing that responds to diverse community needs in terms of housing types, cost, and location, emphasizing location near services and transit that promote walkability.”*



**Land Area Proposed for Redesignation**

- Open Space to Single Family Low (3.1- 6)

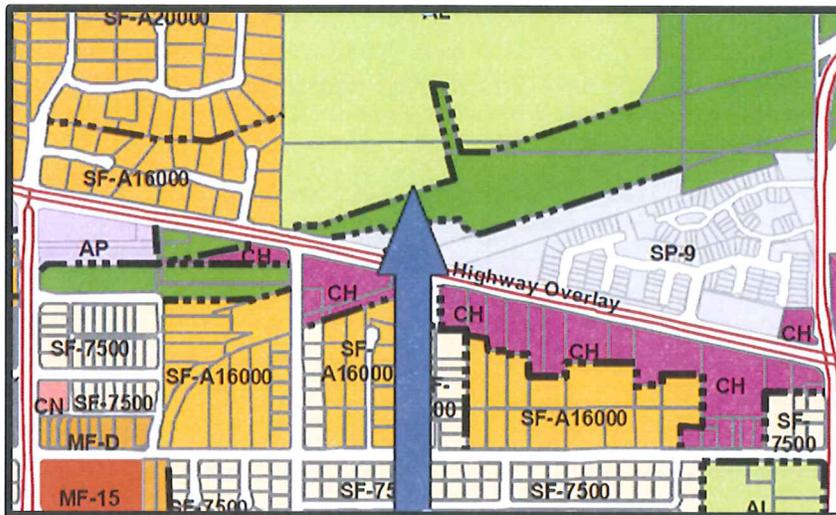


**Dashed Land Area Redesignated to Single Family Low  
(3.1 to 6 units to the acre)**

***ZONE CHANGE***

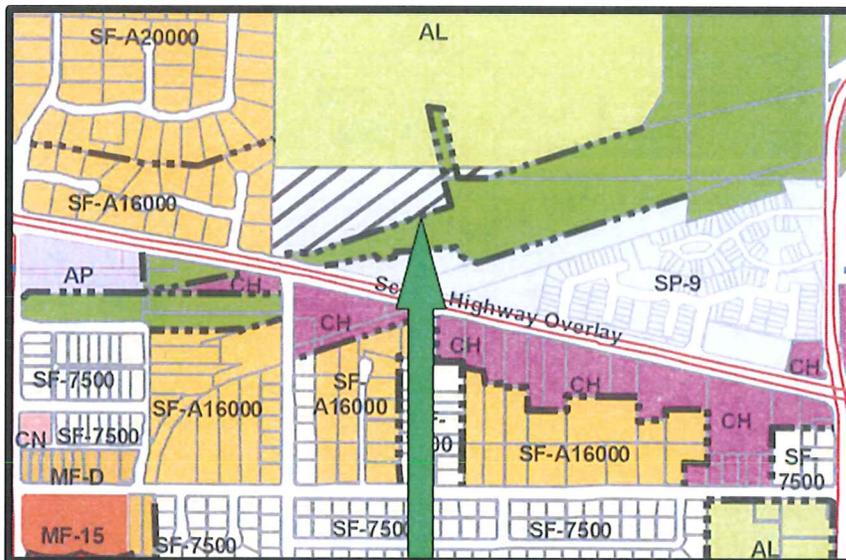
State law requires that the zoning for the property be consistent with the General Plan; therefore, a zone change is necessary. The zone change request would rezone the subject site which encompasses four lots; two of which are owned by the applicant and the other two by the City. The lots are currently zoned Light Agriculture (AL) and Open Space as shown below. The lots will be rezoned "Specific Plan No. 27 (SP-27)". A lot line adjustment will be performed as part of

the development agreement to purchase about 20,000 sq. ft. of excess park land from the City; therefore allowing the remaining City lots to remain with their current zoning designation.



### Land Area Proposed for Rezoning

- Light Agriculture (AL) and Open Space (OS) to Specific Plan No. 27



Dashed Land Area Rezoned to Specific Plan No. 27

### ***MUNICIPAL CODE TEXT AMENDMENT***

Municipal Code Text Amendment 13-08 (MCTA) will amend Chapter 18 Zoning creating a new Specific Plan No. 27, Chapter 18.546. The Specific Plan has been developed to address permitted and accessory uses, development standards,

circulation, landscaping, open space, parking, street scape design, review requirements and other development related issues (see Exhibit K).

The amendment also discusses the new goals for the Specific Plan to provide homeownership opportunities and reclaim an underutilized site in order to provide a high quality residential community. In addition to developing the Specific Plan, services, infrastructure and maintenance were reviewed as part of the appropriateness of the amendment. The Specific Plan Report determined that the site can be developed as proposed and be able to provide the needed services and infrastructure to the site without creating any overloading issues (see Exhibit K).

### **TENTATIVE TRACT MAP**

An application was submitted for a tentative tract map for the development of a residential community with 36 single-family detached lots and ten (10) common use lots. The map will accommodate the common areas that will be maintained by the Homeowners Association (HOA). As part of this type of development Covenants, Conditions and Restrictions (CC&R's) will be developed and recorded with the map to maintain the appearance of the development. The applicant will be required to submit plans and post all necessary bonds for the varying proposed improvements in addition to paying Quimby fees used for development of existing and new parks prior to Final approval of the map.

### **DEVELOPMENT PLAN REVIEW (DPRB) & PRECISE PLAN (PP)**

New housing development projects require the submittal and approval of a Development Plan Review Board (DPRB) application per Code Section 18.12. The purpose of the review is to ensure high-quality development which is both internally balanced and harmonious and is complimentary to adjacent properties. In reviewing the DPRB application Staff understands the architectural design and treatment of buildings, integrity of design, orientation and configuration of buildings upon a site, compatibility with the neighborhood, traffic circulation and parking, and landscaping and open areas are all factors which should be addressed with respect to development of any property so as to create attractive, desirable and healthy residential neighborhoods.

The City's objective is to encourage and to promote development which is not only functional and attractive, but is also functionally and aesthetically compatible with surrounding development and enhances to the area in which it is located.

This project fronts and is viewed from Foothill Boulevard which is one of only three streets in the City that have been designated as Scenic Highways. Per Code Section 18.108.010 *the scenic highways were created to designate appropriate highways and streets as scenic corridors pursuant to the goals, objectives and provisions of the land use, open space and conservation elements of the general plan. These designated highways and streets are important and*

*significant transportation corridors within the city. The appearance and quality of development and land use of properties adjacent to designated highways and streets impact the overall health, safety and general welfare of the public.*

The Scenic Highway Overlay Zone adds an extra layer of review for projects ensuring that only high quality projects are approved that meet the intent of the zone and the Findings Standards of Review (Code Section 18.12.060.A & B).

As mentioned the original house plans reviewed by the Board are no longer proposed and the new house plans were not reviewed by the Planning Commission as they thought it was best for the Development Plan Review Board to review them first. The following is an analysis of the current plans which may be forwarded to the Board with or without the Council's review.

### ***Architecture***

The new plans that are basically the same as the previous architectural plans. The plans consists of 36 two-story detached residences. There are still two main floor plans; each of the floor plans has three different non-descript architectural styles for a total of six (6) styles. Four of the six plans are basic stucco homes with tiles roofs. The other two plans offer minimal application of an enhanced brick material at the entrances of the homes. All the plans have either one to three windows that have accented shutters at the front and rear of the buildings. In all plans the garage dominates the front elevations of the residences. This style of home design is not preferred as the garage is typically set behind the house or in a side entry design to minimize the appearance of the garage door. The development is providing a two-car garage for each of the units and the ability to park two additional vehicles on the 18-foot deep driveways.

### ***Massing/Bulk and Scale***

The six styles proposed are slightly different along the front elevations but very similar styles along the side and rear elevations. The two basic floor plans which are Plan 1 and Plan 2 are both two-story with the second-story basically covering the majority of the first floor which includes an attached two-car garage. Such a large amount of second-story coverage over the first floor creates a box affect that does not allow for any significant wall undulation of any sides of the residence. The applicant has made some improvement to reduce the massing/bulk and scale issues from the front and rear elevations of Plan 2. Along the front elevation the applicant relocated the front door that was previously on the side which was a concern. The placement of the front door has increased the width of the front elevation by 5 feet for a total of 39 feet wide. On the rear elevation the applicant added a gable roof on the first floor that helps break some of the massing/bulk issues of concern.

### ***Color Palette & Materials***

There are eight main color and material palette schemes. Each of the eight main color palettes are reassigned to make up three more color and material palette schemes using the primary colors and materials (see Exhibit G). The applicant is proposing a total of 24 different variations of the eight main color and material palette schemes. All the colors and materials are in earth tone hues and are complementary to each other.

### ***Building Height***

The building height proposed for all the plans is 30 feet or 32 feet high. The proposed height is consistent with the single-family zone which allows two-story residences at a maximum height of 35 feet.

### ***Other Issues of Concern***

Staff has worked closely with the applicant to help develop a project that would meet the Findings of Standard of Review; however, there are still a number of issues and concerns that the applicant desired not to change previously and at this time would prefer to wait for the Board's review. Due to some of these concerns and other more substantive issues which have been discussed during the Planning Commission's review, the Board could not recommend approval of DPRB Case No. 13-20, Precise Plan No. 13-03 and associated Tree Removal Permit 13-27 to the Planning Commission and the City Council.

The following are issues of concern that also still need to be addressed:

### ***Architectural Issues***

1. Additional wall undulation should be incorporated into all the plans especially in the front, rear and street elevations in order to reduce massing and bulk issues.
2. Additional accent materials (i.e. brick, stone, etc.) should be applied to the residences.
3. Provide an additional Plan that is not similar in massing and scale to the other two proposed Plans.
4. Provide additional architectural features commonly applied on Spanish design residences (i.e. arches, recessed windows, accent tiles, decorative wrought-iron, etc.)
5. Windows should be tan, not white.
6. Wrought iron flower pot shelves are not practical and should be removed.
7. An integrated shade structure should be incorporated into all properties with a south facing rear elevation.
8. The interior block walls shall have a brick cap and not a rolled concrete cap.

9. Need to submit dimensioned elevation of the prosed wood or alumawood patio covers in the common area.

#### **Site Layout issues**

1. Avoid flag lots with shared driveways that are surrounded by more than three neighboring properties.
2. Undergrounding all the existing utilities to the nearest pole off-site.

#### **TREE REMOVAL**

Tree Removal Permit No. 13-27 was submitted for the removal of 53 of the 56 trees on-site. The tree survey identified three additional trees that were in very close proximity to the subject site (Tree Nos. 23, 24, & 25) but since then they have been removed by LA County Flood Control as part of their clean-up of the channel. The tree survey identified all trees on the site in order to be fully comprehensive. The tree survey notes that only 46 of the 56 trees identified qualify as "Mature Trees" and of those 46 only 17 are in fair to good health. The other 29 can be exempt from review for removal under Code Section 18.162.080.G because the trees are dead, diseased, or dying. The three (3) trees proposed to be preserved in place are No. 34 – Coast Live Oak, No. 58 – Carrotwood, and No. 59 – Coast Live Oak.

#### **DEVELOPMENT AGREEMENT**

As part of the project the applicant will enter into a Development Agreement with the City to purchase approximately 20,000 sq. ft. excess land. The land is only accessible and usable to the proposed development. The subject land runs along the north property line of the existing equestrian facility. Patrons of the park do not have accessible access to this area nor is it usable because the park is at the top of slope and the excess land is at the toe of the slope rendering it nonfunctional for park use.

Development Agreements are authorized by California Government Code Section 65864 et seq and the City has adopted Resolution No. 2010-62 to establish procedures for consideration of Development Agreements. The primary purpose is to add more certainty to the approval of development projects, allow increased assurance that developers can proceed with developments without concerns about changing rules and regulations and better economic certainty for projects.

The proposed development agreement includes the following provisions:

1. A ten year protection against future zoning related changes, certain development moratoria and future impact fee increases;
2. Conveyance of approximately 20,000 square feet of City property to the developer for a price of \$250,000; and
3. Limitation of additional conditions once approvals are granted.

Provisions 1 and 3 are fairly normal provisions of development agreements. It should be noted that processing and permit fees and changes in building codes are allowed by the agreement. The only impact fee currently in effect in the City is a Park Development tax based on the number of bedrooms in a residential unit.

The City property intended to be conveyed is not useable by the adjacent park since it is at the toe of the existing slope and is physically isolated from the existing park improvements. Inclusion within the project actually eliminates a potential nuisance condition which might occur if it is not included. The City will retain a storm drain easement for a portion of the property being conveyed. The land sale price is consistent with authorizations granted by the City Council.

Some aspects of the development are still being evaluated – such as the timing of the property conveyance and some of the “boiler-plate” language and related details. Any of these adjustments should not be considered substantive to the basic deal points associated with the proposed Development Agreement (see Exhibit M).

### **TRAFFIC**

A traffic study was performed as part of the environmental studies for the project for the originally proposed 48 homes, it has been determined that the reduction of the project would not significantly change the outcome of the traffic study and all the mitigation measures will remain as is.

The study concluded that the current operating Level of Service for Foothill Boulevard is a “D” or better during the AM and PM peak hours with the exception of the Walnut Avenue/Foothill Boulevard and San Dimas Canyon/Foothill Boulevard intersections during the peak PM hours which is at a Level of Service “F”. The Levels of Service (LOS) range from A to F with “F” being the lowest level of quality of service.

The study also concluded that the net traffic generated by the project will not significantly impact the existing Level of Service for Foothill and the identified intersections. The study did suggest several traffic mitigation measures that have been added to the conditions of approval. One mitigation measure that will be required by the City will be for the applicant to pay their fair share of the cost and installation of a four-way traffic signal at the intersection of Walnut Avenue and Foothill Boulevard (see Exhibit J).

**RECOMMENDATION**

The Planning Commission recommends the City Council Approve General Plan Amendment 13-01, Municipal Code Text Amendment 13-08, Zone Change 13-01, Tentative Tract Map 13-01 (72368), Development Plan Review Board 13-20, Precise Plan 13-03, Tree Removal 13-27, the Mitigated Negative Declaration with Mitigation Measures associated with the project, the Development Agreement with the Applicant and the City and the associated attached Resolutions No's 2014- 66 to 2014-69 and Ordinance No's 1232 and 1233.

Respectfully Submitted,



Marco A. Espinoza  
Senior Planner

Attachments: Appendix A - General Information

Aerial Photo of Site

- Exhibit A-1 - Planning Commission Report & Mins. 8-21-14
- Exhibit A-2 - Planning Commission Report & Mins. 9-18-14
- Exhibit A-3 - Planning Commission Report & Mins. 10-02-14
- Exhibit A-4 - Planning Commission Report 11-06-14
- Exhibit A-5 - Planning Commission Report 11-20-14
- Exhibit B - PC Initiation Request Report & Mins. 2-06-14
- Exhibit C - Equestrian Commission Report & Mins. 5-06-14
- Exhibit D - DPRB Staff Report & Mins. 6-12-14
- Exhibit E - DPRB Site Visit Agenda & Mins. 6-26-14
- Exhibit F - DPRB Staff Report & Mins. 7-10-14
- Exhibit G - Color/Material Boards
- Exhibit H - Arborist Report 5-19-14
- Exhibit I - Horse Relocation Reports 8-08-14
- Exhibit J - Traffic Study
- Exhibit K - Draft Specific Plan No. 27 Amendment Report
- Exhibit L - Initial Study Part 2
- Exhibit M - Draft Development Agreement
- Exhibit N - Public Comments
- Exhibit O - Notification Radius Map
- Resolution No. 2014-66 - General Plan Amendment 13-01
- Ordinance No. 1232 - Municipal Code Text Amendment 13-08
- Resolution No. 2014-67 - Zone Change 13-01
- Resolution No. 2014-68 - Tentative Tract Map 72368 (TTM 13-01)
- Resolution No. 2014-69 - Development Plan Review Board Case No. 13-20, Precise Plan No. 13-03, and Tree Removal No. 13-27
- Ordinance No. 1233 - Development Agreement

## APPENDIX A

### GENERAL INFORMATION

Applicant:	The Olson Company 3010 Old Ranch Parkway, Ste. 100 Seal Beach, CA 90740
Owner:	Anne W. Meredith Trust 299 E. Foothill Boulevard San Dimas, CA 91773
Location:	299 E. Foothill Boulevard (APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905)
General Plan:	Existing: Open Space Proposed: Single Family Low (3.1 to 6 units to the acre)
Zoning:	Existing: Light Agriculture (AL) & Open Space (OS) Proposed: Specific Plan No. 27
Surrounding Land Use and Zoning	North: City Park, Horsethief Canyon Park – Light Agriculture (AL) South: Office & commercial uses and flood control channel – Specific Plan No. 9, Area 4 – Highway Retail and Commercial Highway East: Flood control channel – Open Space West: Single family detached homes – Single Family Agriculture (SF-A 16,000).
Legal Notice:	A legal notice was published in the Inland Valley Daily Bulletin; posted at City Hall, the Library, Post Office and Via Verde Shopping Center; and was mailed to property owners within 1,500 feet +/- of the project on November 28, 2014.
Environmental:	The Environmental Review Committee reviewed the project and recommends the Planning Commission and City Council find that there is not substantial evidence that the project will have a significant effect upon the environment and adopt the Mitigated Negative Declaration and Monitoring Program.

### Aerial Photo of Site



RESOLUTION NO. 2014-66

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING GENERAL PLAN AMENDMENT 13-01, AMENDING THE LAND USE DESIGNATION MAP FROM OPEN SPACE TO SINGLE FAMILY LOW (3.1-6) FOR THE PROPERTY LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)**

**WHEREAS**, an Amendment to the San Dimas General Plan has been duly initiated by the City of San Dimas; and

**WHEREAS**, the Amendment is described as revisions to the Land Use Designation Map; and

**WHEREAS**, the Amendment would affect the area addressed as 299 East Foothill Boulevard (APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905) amending its current land use designation of Open Space to Single Family Low (3.1 to 6 units to the acre); and

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, certified notice was duly given to the Native American tribes pursuant to California Government Code Section 65352.3. Staff contacted the California Native American Heritage Commission to extend an invitation to consult on the project. The Native American Heritage Commission failed to identify Native American cultural resources in the area of potential effect. The Gabrielino – Tongva tribe was also contacted for consultation but they did not respond to the City's request; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment. Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City staff helped prepared an Initial Study of the potential environmental effects of the project. Based on the findings

contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there is no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration.

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project.

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council's decision is based is the Director of Development Services of the City of San Dimas. Those documents are available for public review in the Planning Department of the City of San Dimas located at 245 East Bonita Avenue, San Dimas, California 91773, telephone (909) 394-6250.

**NOW, THEREFORE**, in consideration of the evidence received at the hearing, and for the reasons discussed by the Council at the hearing, including written and oral staff reports, together with public testimony and subject to the conditions attached as "Exhibit A" and mitigation measures attached as "Exhibit B", the City Council now finds as follows:

- A. The General Plan Amendment to the Land Use Map conforms to many of the existing goals, policies, and objectives of the General Plan. The revised Land Use for the subject properties will bring the General Plan and the zoning into compliance with one another. The amendment will allow for a low residential development project on the subject property. The project will meet the following policies of the Housing Element: Policies 3.1, 3.7, and 3.8, which encourage the development of producing housing stock that have elements of green building design and help conserve water use and help reduce storm water runoff. A low density housing stock

will also help meet the need of mid-range housing stock that is a common market in the City. New housing stock of this range has not been constructed in San Dimas in many years therefore providing an additional supply at this level for current and future residents.

- B. There are changed conditions in the existing equestrian facility business that support the requested changes to certain policies and objectives of the General Plan. These changes are primarily associated with the lack of interest in operating a private equestrian facility due to cost, maintenance and liability issues. San Dimas has gradually been developing into a bedroom community as some of the rural accessory uses are no longer being conducted which provides for the opportunity to redevelop these lots. There has not been a single-family small lot development in the City since the early 1980's in part due to the lack of available land. The subject site has become available for development in a time when new housing stock has become desirable within an established neighborhood.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves General Plan Amendment 13-01 as indicated in Exhibit A and subject to the environmental mitigation measures listed in Exhibit B.

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

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF DECEMBER 2014.**

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

**ATTEST:**

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Debra Black, Deputy City Clerk

**I, DEBRA BLACK, DEPUTY CITY CLERK** of the City of San Dimas, do hereby certify that Resolution No. 2014-66 was passed and adopted at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Debra Black, Deputy City Clerk

EXHIBIT A

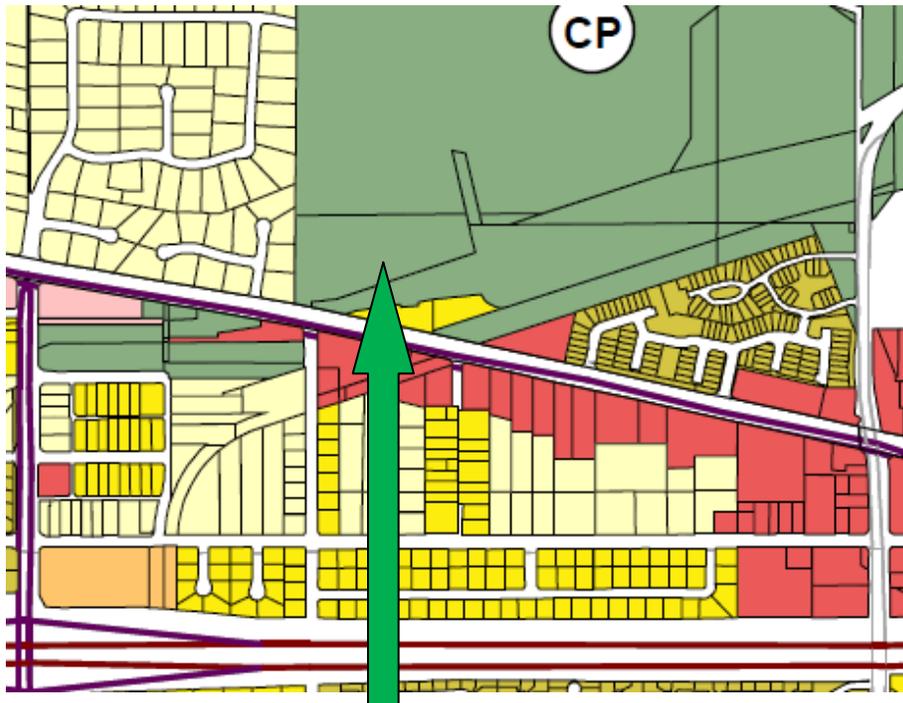
General Plan Amendment 13-01

General Plan Land Use Designation Map

# LAND USE MAP

RESIDENTIAL		DENSITY	
	SINGLE FAMILY VERY LOW ESTATE	(0 - 0.2) @ A. 5 AC MIN B. 10 AC MIN C. 15 AC MIN	 COMMERCIAL
	SINGLE FAMILY VERY LOW	(0.2 - 3)	 OFFICE / PROFESSIONAL
	SINGLE FAMILY LOW	(3.1 - 6)	 INDUSTRIAL
	LOW / MEDIUM	(6.1 - 8)	 PUBLIC / SEMI-PUBLIC
	MEDIUM	(8.1 - 12)	 OPEN SPACE
	HIGH	(12.1 - 16)	PARK CP-COMMUNITY RP-REGIONAL NP-NEIGHBORHOOD
	MOBILE HOME		 INDUSTRIAL

*Existing Land Use Designation Map – Magnified*



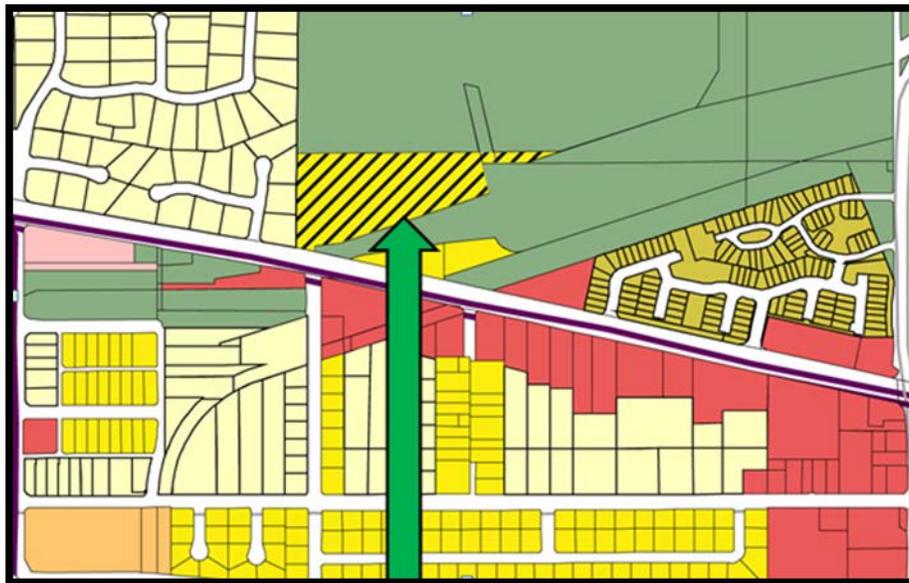
**Land Area Proposed for Redesignation**

- Open Space to Single Family Low (3.1- 6)

# LAND USE MAP

RESIDENTIAL		DENSITY	
	SINGLE FAMILY VERY LOW ESTATE	(0 - 0.2) @ A. 5 AC MIN B. 10 AC MIN C. 15 AC MIN	 COMMERCIAL
	SINGLE FAMILY VERY LOW	(0.2 - 3)	 OFFICE / PROFESSIONAL
	SINGLE FAMILY LOW	(3.1 - 6)	 INDUSTRIAL
	LOW / MEDIUM	(6.1 - 8)	 PUBLIC / SEMI-PUBLIC
	MEDIUM	(8.1 - 12)	 OPEN SPACE
	HIGH	(12.1 - 16)	PARK CP-COMMUNITY RP-REGIONAL NP-NEIGHBORHOOD
	MOBILE HOME		 INDUSTRIAL

*Proposed Land Use Designation Map – Magnified*



**Dashed Land Area Redesignated to Single Family Low (3.1 to 6 units to the acre)**

**EXHIBIT B**  
**ENVIRONMENTAL MITIGATION MEASURES**

**MITIGATION MONITORING CHECKLIST (INITIAL STUDY PART III)**

**Project File No.:** Tentative Tract Map 72368 (13-01), Zone Change 13-01, MCTA 13-08, Precise Plan 13-03, General Plan Amendment 13-01, Development Plan Review 13-20, Tree Removal Permit 13-27, and Development Agreement with the City.  
**Applicant:** The Olson Company Initial Study Prepared by: Phil Martin & Associates, Inc. Date: November 10, 2014

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<b>A. Air Quality</b>						
1. Suspend grading operations during high winds (i.e., wind speeds exceeding 25 mph) in accordance with Rule 403 requirements.	BO	C	C	A		4
2. Sweep streets according to a schedule established by the City if silt is carried over to adjacent public thoroughfares or occurs as a result of hauling. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. All paints and coatings shall meet or exceed performance standards noted in SCAQMD Rule 1113. Paints and coatings shall be applied either by hand or high volume, low-pressure spray.	BO	B	C	C		2
4. All asphalt shall meet or exceed performance standards noted in SCAQMD Rule 1108.	BO	B/C	B/C	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. All construction equipment shall comply with SCAQMD Rules 402 and 403. Additionally, contractors shall include the following provisions: <ul style="list-style-type: none"> <li>• Re-establish ground cover on the construction site through seeding and watering.</li> <li>• Pave or apply gravel to any on-site haul roads.</li> <li>• Phase grading to prevent the susceptibility of large areas to erosion over extended periods of time.</li> <li>• Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.</li> <li>• Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.</li> <li>• Maintain a minimum 24-inch freeboard ratio on soils haul trucks or cover payloads using tarps or other suitable means.</li> </ul>	BO	B/C	B/C	A		2/4
6. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and Regional Water Quality Control Board [RWQCB]) daily to reduce PM <sub>10</sub> emissions, in accordance with SCAQMD Rule 403.	BO	C	C	A		4
7. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM <sub>10</sub> emissions.	BO	C	C	A		4
8. The construction contractor shall utilize electric or clean alternative fuel powered equipment where feasible.	BO	B/C	C	A		4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
9. The construction contractor shall ensure that construction-grading plans include a statement that work crews will shut off equipment when not in use.	BO	C	C	A		4
<b>B. Cultural Resources</b>						
1. An archeologist shall be retained to observe grading and construction activities and conduct salvage excavation of any archeological resources deemed necessary by the archaeologist. The archeologist shall be present at a pre-grading conference, establish procedures for archeological resource surveillance during grading and construction, and establish, in cooperation with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification and evaluation of all resources as deemed necessary by the archaeologist. If additional or unexpected archeological features are discovered, the archeologist shall report such findings to the Community Development Department. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in cooperation with the City that shall be taken for exploration and/or salvage. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Planning Director.	CP/BO	C	Review of report	A/D		3/4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<p>2. If any paleontological resource (i.e. plant or animal fossils) are encountered before or during grading, the developer will retain a qualified paleontologist to monitor construction activities, to take appropriate measures to protect or preserve them for study. The paleontologist shall submit a report of findings that will also provide specific recommendations regarding further mitigation measures (i.e., paleontological monitoring) that may be appropriate. Where mitigation monitoring is appropriate, the program must include, but not be limited to, the following measures:</p> <ul style="list-style-type: none"> <li>• Assign a paleontological monitor, trained and equipped to allow the rapid removal of fossils with minimal construction delay, to the site full-time during the interval of earth-disturbing activities.</li> <li>• Should fossils be found within an area being cleared or graded, divert earth-disturbing activities elsewhere until the monitor has completed salvage. If construction personnel make the discovery, the grading contractor should immediately divert construction and notify the monitor of the find.</li> <li>• Prepare, identify, and curate all recovered fossils for documentation in the summary report and transfer to an appropriate depository (i.e., Los Angeles County Museum of Art (LACMA)).</li> <li>• Submit summary report to City of San Dimas. Transfer collected specimens with a copy of the report to the Los Angeles County Museum of Art (LACMA).</li> </ul>	CP	B	Review of report	A/D		4
C. Geology and Soils						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and RWQCB) daily to reduce PM10 emissions, in accordance with SCAQMD Rule 403 or re-planted with drought resistant landscaping as soon as possible	BO	C	C	A		4
2. Frontage public streets shall be swept according to a schedule established by the City to reduce PM10 emissions associated with vehicle tracking of soil off-site. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. Grading operations shall be suspended when wind speeds exceed 25 mph to minimize PM10 emissions from the site during such episodes.	BO	C	C	A		4
4. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM10 emissions.	BO	C	C	A		4
D. Greenhouse Gas Emissions						
1. The project developer shall divert at least 60 percent of the demolished and/or grubbed construction materials (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard) from the landfill.	BO	C	C	A		4
2. Prior to issuance of the first building permit, all project buildings shall be designed to exceed the California Building Code's (CBC) Title 24 energy standard by 15 percent.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
3. Prior to the issuance of the first building permit, the project developer shall devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures deemed appropriate by the Planning Director: <ul style="list-style-type: none"> <li>• Create water-efficient landscapes within the development.</li> <li>• Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls.</li> <li>• Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.</li> </ul>	BO	B	B	C		2
E. Hydrology and Water Quality						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. The project development shall implement the following construction activities: <ol style="list-style-type: none"> <li>Storm Water Pollution Prevention Plan (SWPPP) preparation is required for all construction projects one acre or greater and shall be submitted to the City Engineer for review prior to the issuance of grading permits. This SWPPP shall identify Best Management Practices (BMPs) that shall be used on-site to reduce pollutants during construction activities entering the storm drain system to the maximum extent practicable. If construction activity will disturb a ground surface area of 1 (one) acre or the project results in the disturbance of less than 1 (one) acre of soil but is part of a larger common plan of development or site that exceeds 1 (one) acre, then the project is subject to the requirements of the California General Permit for Storm Water Discharges Associated with Construction Activity. A Notice of Intent (NOI) is required to be filed with the State Water Resources Control Board (SWRCB) and a SWPPP is required to be prepared, implemented and available at the job site for review and verification at all times for such projects.</li> <li>For projects of any size, an erosion control plan shall be prepared, included with the grading plan, and implemented for the proposed project that identifies specific measures to control on-site and off-site erosion from the time ground disturbing activities are initiated through completion of grading. This erosion control plan shall include the following measures at a minimum: a) Specify the timing of grading and construction to minimize soil exposure to rainy periods experienced in southern California, and b) An inspection and maintenance program shall be included to ensure that any erosion which does occur either on-site or off-site as a result of this project will be corrected through a remediation or restoration program within a specified time frame.</li> </ol>	BO	B/C	B/C	C/A		2/4

c. During construction, temporary berms such as sandbags or gravel dikes must be used to prevent discharge of debris or sediment from the site when there is rainfall or other runoff.

d. During construction, to remove pollutants, street cleaning will be performed prior to storm events and the use of water trucks after storm events to control dust in order to prevent discharge of debris or sediment from the site.

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
2. The project development shall implement the following <i>post- construction operational activities</i> : All discretionary development and redevelopment projects that fall into one of the following categories (home subdivisions with 10 or more housing units) are subject to the preparation of a Standard Urban Storm Water Mitigation Plan (SUSMP). If the project falls under one of these categories and prior to issuance of building permits, the permit applicant shall submit to the City Engineer for approval a SUSMP based upon the design requirements as defined in the "Manual for the Standard Urban Storm Water Mitigation Plan (SUSMP)", September 2002 as published by the Los Angeles County Department of Public Works. Evidence of on-going maintenance of post-construction BMPs will be required in the form of a signed and notarized Maintenance Covenant. A copy of this form is available at the public counter.	BO	B	B	C		2
3. Landscaping plans shall include provisions for controlling and minimizing the use of fertilizers/pesticides/herbicides, landscaped areas shall be monitored and maintained by the Homeowners Association to ensure adequate coverage and stable growth, and schematic plans for these common areas shall be submitted to the City for review and approval prior to the issuance of grading permits.	BO	B/E	B/E	C/A		2/5
4. Prior to issuance of building permits, the applicant shall submit to the City Engineer for approval of a Water Quality Management Plan (WQMP), including a project description and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The WQMP shall identify the structural and non-structural measures.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. Prior to issuance of grading or paving permits, applicant shall obtain a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City Building Official for coverage under the NPDES General Construction Permit.	BO	B	B	C		2
<b>F. Noise</b>						
1. Construction or grading shall be limited to the hours of 7:00 a.m. and 8:00 pm weekdays, including Saturday. No construction shall be allowed on Sunday or a public holiday per San Dimas Municipal Code Section 8.36.100.	BO	C	During construction	A		4
2. Construction or grading noise levels shall not exceed the standards specified in Municipal Code Chapter 8.36. If noise levels exceed the above standards, then construction activities shall be reduced in intensity to a level of compliance with Municipal Code Chapter 8.36, or halted.	BO	C	During construction	A		4
3. All haul truck deliveries shall not take place between the hours of dusk and 7:00 a.m. on weekdays, including Saturday, any time on Sunday, or a city observed holiday. Additionally, if heavy trucks used for hauling exceed 100 daily trips (counting both to and from the construction site), the developer shall prepare a noise mitigation plan for approval by the Planning Director denoting any construction traffic haul routes. To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings.	PO/BO	C	During construction	A		4/7
<b>G. Transportation/Traffic</b>						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. Prior to the issuance of the first occupancy permit, the project Applicant/Developer shall pay its fair share, as noted, to complete the following improvements to the satisfaction of the City Engineer and the Director of Public Works: <ul style="list-style-type: none"> <li>At San Dimas Avenue/Foothill Boulevard provide a right-turn overlap signal phasing in the northbound direction.</li> <li>At westbound San Dimas Canyon Road/Foothill Boulevard stripe a right-turn lane and a right-turn overlap signal phasing.</li> </ul>	CE	D	During Construction	A		3
2. Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share of the installation cost for a new traffic signal at the project entrance at Foothill Boulevard and Walnut Avenue.	BO/CP	D	D	B		3

**Key to Checklist Abbreviations**

Responsible Person	Monitoring Frequency	Method of Verification	Sanctions
CDD - Community Development Director or designee	A - With Each New Development	A - On-site Inspection	1 - Withhold Recordation of Final Map
CP - City Planner or designee	B - Prior To Construction	B - Other Agency Permit / Approval	2 - Withhold Grading or Building Permit
CE - City Engineer or designee	C - Throughout Construction	C - Plan Check	3 - Withhold Certificate of Occupancy
BO - Building Official or designee	D - On Completion	D - Separate Submittal (Reports/Studies/ Plans)	4 - Stop Work Order
PO - Police Captain or designee	E - Operating		5 - Retain Deposit or Bonds
FC - Fire Chief or designee			6 - Revoke CUP
			7 - Citation

## **ORDINANCE NO. 1232**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 13-08 AMENDING CHAPTER 18 ZONING TO CREATE A NEW SPECIFIC PLAN NO. 27 FOR THE DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED RESIDENTIAL LOTS FOR THE PROPERTY AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)

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

**WHEREAS**, the Amendment is to modify Chapter 18 Zoning to create a new Specific Plan No. 27; and

**WHEREAS**, the Amendment would only affect the two lots owned by Applicant/Developer consisting of APN's 8665-008-016 & -017 and a portion of two lots owned by the City, APN's 8665-007-900 & -905 (approximately 20,000 sq. ft.) located at 299 East Foothill Boulevard. The portion of land owned by the City will be purchased by the developer through a development agreement; and

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment.

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

**NOW, THEREFORE**, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at the hearing, the Planning Commission now finds as follows:

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

The proposed amendment will not be detrimental to adjoining properties or the area in general. The amendment, which will create a new Specific Plan No. 27, will only affect the subject property at 299 East Foothill

Boulevard. The amendment will help establish development standards for the development of 36 single-family residences which will be consistent with the single-family residential land use to the west. The amendment will allow for a small lot subdivision which is not similar with the adjoining lots to the west which are Single-Family Agriculture 16,000 sq. ft. lots but it has been determined that this type of small lot development will not have a negative effect on the surrounding community. The proposed development allowed by the amendment will create an enhanced residential community with amenities that will help maintain the property values of the surrounding residential community and will not allow for further subdivision of the tract.

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

The proposed amendment will include development standards that will help maintain the surrounding residential uses in good standing. The amendment will require the residential development to provide for enclosed garages for each of the units and provide for visitor parking in the driveways. In addition the site will also provide for usable open space for leisure recreation uses that help promote a healthy lifestyle. The amendment will allow residential uses that are already found on the north side of Foothill Boulevard to the east and west.

- C. The proposed Municipal Code Text Amendment is consistent with the General Plan and is in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City.

The proposed amendment will be in conformance with the goals and policies identified in the General Plan and the Zoning Code of the City. The amendment will allow for the proposed residential development to be developed in a manner that would be compatible with the surrounding neighborhood and be consistent with City regulations.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves Municipal Code Text Amendment 13-08 as set forth in attached Exhibit A.

The City Clerk shall certify to the adoption of this Ordinance.

**PASSED, APPROVED AND ADOPTED THIS XX<sup>th</sup> DAY OF JANUARY 2015.**

\_\_\_\_\_  
Curtis W. Morris, Mayor of the 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.1232 was regularly introduced at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, and was thereafter adopted and passed at the regular meeting of the City Council held on \_\_\_\_\_, 2015 by the following vote:

AYES:  
NOES  
ABSTAIN:  
ABSENT:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1232, to be published in the Inland Valley Daily Bulletin.

\_\_\_\_\_  
Debra Black, Deputy City Clerk

## **EXHIBIT A**

### **Municipal Code Text Amendment 13-08**

#### **CHAPTER 18.546. SPECIFIC PLAN NO. 27**

##### Sections:

##### Article I. General

- 18.546.010 Purpose and intent.
- 18.546.020 Authority.
- 18.546.030 Project location.
- 18.546.040 General notes and conditions.
- 18.546.050 Definitions.
- 18.546.060 Special conditions.

##### Article II. Land Use Development Plan

- 18.546.070 Location.
- 18.546.080 Density.
- 18.546.090 Common open space.
- 18.546.100 Primary uses.
- 18.546.110 Accessory uses.
- 18.546.120 Accessory structures.
- 18.546.130 Temporary uses.

##### Article III. Development Standards

- 18.546.140 Generally.
- 18.546.150 Density and land use.
- 18.546.160 Lot dimensions, setbacks and unit sizes.
- 18.546.170 Building height.
- 18.546.180 Parking and driveways.
- 18.546.190 Street standards and geometrics.
- 18.546.200 Storm drainage.
- 18.546.210 Landscaping.
- 18.546.220 Permanent signs.
- 18.546.230 Lighting.
- 18.546.240 Walls and fences.
- 18.546.250 Patio areas.
- 18.546.260 Public services.

##### Article IV. Architectural Guidelines

- 18.546.300 Building design.

18.546.310 Relation to site.

18.546.320 Selection of materials.

#### Article VII. Plan Review and Disposition

18.546.400 Plan Review and Disposition.

18.546.410 Minor modifications.

\*Editor's Note: Exhibits and appendices relating to Specific Plan No. 27 are located at the end of this chapter.

### **Article I. General**

#### **18.546.010 Purpose and intent.**

A. The purpose of Specific Plan No. 27 is to provide the necessary entitlements and development standards for the development and long-term maintenance of a subdivision of thirty-six (36) detached single-family homes for a distinctive residential community. Development standards, covenants, conditions and restrictions, and development objectives created specifically for the project area will insure substantial compliance with the spirit, intent and provisions of this code and the long-term maintenance of a quality environment. A specific plan for the development of the site is the best mechanism for a comprehensive project.

B. Development standards are proposed to achieve the following objectives:

1. To utilize new and innovative practices of good design, architecture, landscape architecture, civil engineering, grading and land planning to preserve, enhance and promote the existing and future appearance and resources of this area;

2. To provide for the planning, design and development of single-family home sites that provide ample safety with respect to fire hazards, exposure to geological and geotechnic hazards, drainage erosion, siltation and materials of construction;

3. To provide a safe means of ingress and egress for vehicular, emergency, and pedestrian traffic to and within the immediate area;

4. To provide an enriched residential environment with aesthetic cohesiveness, harmonious massing of structures and interfacing of open space through the utilization of superior land planning and architectural design.

#### **18.546.020 Authority.**

A. The adoption of Specific Plan No. 27 by the city is authorized by and pursuant to Sections 65450 through 65507 of the California Government Code.

B. Specific Plan No. 27 applies only to that property within the city indicated on Exhibit A.

**18.546.030 Project location.**

Specific Plan No. 27 encompasses land area which totals approximately 6.40 acres. The project area is bordered by Horsethief Canyon Park on the north; single family residential to the west; and Los Angeles County Flood Control Channel/San Dimas Wash to the east and the south.

**18.546.040 General notes and conditions.**

The project area of Specific Plan No. 27 is designated Single Family Low by the city's general plan. All development, uses and activity shall be subject to, but not limited to, the following general provisions:

A. Unless otherwise specified, all development, uses and activity within Specific Plan No. 27 shall comply with this code. Terms used in this chapter shall have the same meaning as defined elsewhere in this code unless otherwise provided;

B. Any details or issues not specifically covered by this chapter shall be subject to the regulations of this code;

C. The review and approval of development within the specific plan area shall be subject to Section 65450 et seq. of the State Government Code;

D. All construction within the boundaries of the specific plan area shall comply with all provisions of the applicable California Building Codes as adopted by the city;

E. Minor modifications to Specific Plan No. 27 which do not alter the intent of this chapter shall be considered pursuant to the provisions of Section 18.546.410 of this chapter;

F. If any regulation, condition, program or portion thereof of this Specific Plan is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the invalidity of such provision shall not affect the validity of the remaining provisions of this chapter; and

G. Each development proposal pursuant to the provisions of this chapter shall receive environmental evaluation pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the CEQA Guidelines prepared by the Secretary of Resources.

**18.546.050 Definitions.**

Unless the context otherwise requires, or unless different definitions are set forth in individual titles, chapters, or sections of this title, the words or phrases defined in this chapter shall have the meaning and construction ascribed to them in this chapter. When not inconsistent with the context, words in the singular shall include the plural and words in the plural shall include the singular. The word "shall" is mandatory and the word "should" is

permissive. Words and phrases not defined in this chapter shall be as defined in the following sources and in the following order: (1) other chapters of this code, (2) definitions contained in city adopted chapters of the California Residential Code and Uniform Building Code, (3) definitions contained in legislation of the state of California; and (4) Webster's Dictionary.

1. "Accessory structure" means a structure, including patio cover located on the same lot with a principal building serving an incidental and secondary use to the main building or the use of the land. It shall not apply to "second units."

2 "Accessory use" means a use that is incidental and secondary to the principal use of the main building or the use of the land and devoted exclusively to the main use of the lot or building.

3. "Common area" means land in a development held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenant or owner.

4. "Density" shall be determined by dividing the total number of homes by the gross area of the parcel.

6. Dwelling, Single-family Detached or "Single-family detached dwelling" means a dwelling unit owned in fee and located on an individual lot which is not attached to any other dwelling unit by any means.

7. "Fence" means any device forming a physical barrier between two areas and constructed of slump block or tubular steel or a combination of these materials in accordance with adopted city standards.

8. Garage, Private. "Private garage" means an enclosed building, or a portion of a building, used primarily for automobile parking. Garages shall not be for habitation.

9. Homeowners Association or "HOA" means a community association which is organized within a development in which individual owners share common interests and responsibilities for open space, landscaping or facilities.

10. "Landscaping" means the planting and maintenance of a combination of trees, shrubs, vines, groundcover, flowers or lawns. In addition, the combination of design which may include natural features such as rock and stone, and structural features, including but not limited to, water elements, art works, decorative walks, decorative walls and benches.

11. "Lot" means any numbered or lettered parcel shown on a recorded tract map.

12. "Lot area" means the total area within property lines of a lot.

13. "Main building" means a building or structure in which is conducted a main use of the lot or parcel of land upon which it is situated.

14. "Off-street parking space" means a temporary storage area for a motor vehicle that is not located on a dedicated street right-of-way, dedicated or private.

15. Open space, Common. "Common open space" means any parcel or area of land or water set aside, dedicated, designated or reserved for use and enjoyment of all owners and occupants of a project. Usable common open space shall constitute area(s) readily accessible, practical and generally acceptable for active and/or passive recreation uses. In no case shall common open space include required setback areas or contain structures other than those intended for landscape or recreation purposes.

16. "Permitted Use" means any use allowed within zoning district regulations and subject to the restrictions applicable to that zoning or land use district.

17. Pet, Household. "Household pet" as described and regulated in Chapter 18.20 Residential zone generally.

18. "Planning Commission" means the planning commission of the city.

19. "Setback" means the area between the building line and the nearest property line.

20. "Story" means that portion of the building between the upper surface of any floor and the upper surface of the floor next above except that if there is no floor above, then the space between such floor and the ceiling or roof above.

21. "Street" means a public or private vehicular thoroughfare or right-of-way other than an alley which serves as a primary access to a property or residential unit.

22. "Temporary structure" means a structure which is permitted within a land use district without any foundation or footing and which is removed when the designated time period, activity or use for which the temporary structure was erected has ceased.

23. "Temporary use" means a use permitted within a land use district and established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

24. "Tract" means a parcel site, piece of land, or property which is the subject of a residential development action involving five lots or more.

25. "Use" means the purpose for which land or a building is occupied, arranged, designed or intended or for which either land or building is or may be occupied or maintained. A use may be passive. For example, parking and/or garage storage is a use of property.

#### **18.546.060 Special conditions.**

A. The common open space areas may contain a variety of amenities to provide for the interests of all residents and may include, but not be limited

to, a pool, pool building with restrooms and equipment, cabana(s), outdoor barbecue area, play area and horseshoe and Bocce Ball areas.

B. An existing wireless communications facility and associated mechanical building shall be permitted to remain in place.

## **Article II. Land Use Development Plan**

### **18.546.070 Location.**

The general location of all principal land uses is shown on Exhibit A. All development within the specific plan area shall substantially conform to Exhibit A and the development standards established in Article III.

### **18.546.080 Density.**

The density for the project is 5.7 units per gross acre. Based upon the 6.40 gross acres on the site, the maximum allowable dwelling units is thirty-six (36); no additional units are allowed.

### **18.546.090 Common open space.**

There are five common open spaces areas within the development.

### **18.546.100 Primary uses.**

Primary uses in Specific Plan No. 27 are as follows:

A. Detached single-family residential dwellings.

### **18.546.110 Accessory uses.**

Accessory uses in Specific Plan No. 27 are as follows:

A. Household pets as described and regulated in Chapter 18.20 Residential Zones generally.

B. Existing public utility facilities (may be maintained and upgraded but not expanded);

C. Multi-use trails, recreations facilities, and common open space;

D. Home occupations per Section 18.184;

E. Other uses similar to those stated in this section which the director of development services finds consistent with the spirit and intent of this specific plan.

### **18.546.120 Accessory structures.**

The following structures are permitted when they are accessory to the primary permitted uses, and when their location and design are in substantial compliance with Exhibit A and the general standards set forth in Article III.

A. Fences and walls;

B. Community recreation buildings and recreation facilities such as cabanas, play structures, barbecues, swimming pool buildings, and swimming pools;

- C. Patio covers;
- D. Existing wireless communication facilities may remain;
- E. Other accessory structures of a similar nature, not to include second-story decks, extended balconies and fully enclosed patios, which the director of development services finds consistent with the spirit and intent of this specific plan.

**18.546.130 Temporary uses.**

Temporary uses in Specific Plan No. 27 are as follows:

- A. Model homes, real estate offices and parking compounds associated with the sale of residential homes;
- B. Temporary storage compounds for contractor’s trailers and construction equipment during construction only;
- C. Real estate and model complex signs relating to the sale, lease or other disposition of the real property located in this Specific Plan and which are temporary in nature subject to the regulations of Chapter 18.152.
- D. Garage and yard sales pursuant to Chapter 18.196.

**Article III. Development Standards**

**18.546.140 Generally.**

This article is intended to provide for development of all residential and open space land uses within the specific plan area.

**18.546.150 Density and land use.**

Each of the thirty-six (36) single-family detached dwellings together shall be located on an individual residential building lot. There shall be no more than one single-family detached dwelling per residential lot. No lot established by this specific plan may be further subdivided for the purpose of creating a buildable residential lot.

**18.546.160 Lot dimensions, setbacks and unit sizes.**

The design intent is to provide buildable home sites with two different minimum lot sizes permitted for each of the two house plans, in conjunction with permanent preservation of common open space.

A. Lot Sizes. Lot sizes shall be no less than three thousand three hundred and sixty square feet for Plan 1’s and three thousand seven hundred and sixty square feet for Plan 2’s.

B. Lot Width and Depth. Lot width and depth may vary, however, each dwelling unit located on an individual residential building lot will meet the required minimum front, rear and side yard setbacks as set forth in this specific plan.

- 1. Front Yard Setbacks.

i. Minimum front setback for the residence shall be nine feet from the front property line provided six lots (lots 1, 3, 7, 27, 31, and 32) may have smaller setbacks at pinch points.

ii. Minimum front setback for the garage shall be eighteen feet to the garage door from the front property line.

2. Side Yard Setbacks.

i. The minimum required side yards for detached single-family residential development shall be five feet on one side of the building. The other side will be a minimum ten feet. On corner lots, the side yard adjacent to the street shall be a minimum of ten feet.

ii. Setbacks for accessory structures shall be no less than five feet to the side yard property line.

3. Rear Yard Setbacks

i. The minimum required rear yards for detached single-family residential development shall be ten feet.

ii. Setbacks for accessory structures shall be no less than five feet to the rear yard property line.

C. Residential Unit Size. Plan 1 residential units shall have a maximum square footage of two thousand one hundred seventy-five square feet of living area, not including patios, porches or garages. Plan 2 residential units shall have a maximum square footage of two thousand four hundred seventy-five square feet of living area, not including patios, porches or garages.

**18.546.170 Building height.**

No building or structure shall exceed two stories or thirty-five feet in height, whichever is less.

**18.546.180 Parking and driveways.**

In addition to the standards established in Chapter 18.156, the following standards shall apply:

A. General. Driveways and drives shall be designed to provide the maximum of safety and convenience for vehicular, emergency and pedestrian use and in a manner which will not interfere with drainage or public use of the sidewalks and/or street areas.

B. A minimum of two off-street parking spaces within a fully enclosed garage shall be provided for each dwelling unit. The side by side garage shall have an interior measurement of 20 feet by 20 feet minimum with no obstructions. In addition, two off-street parking spaces for guests shall be provided in the driveway for each dwelling unit.

C. Driveways shall have a minimum depth of eighteen feet and a minimum width of sixteen feet, provided Lots 9 and 10; 25 and 26; and 29, 30, and 31 can share driveways for access.

D. Additional on-street parking within the private streets is provided.

**18.546.190 Street standards and geometrics.**

Street designs shall be in accordance with the city. In addition, the minimum horizontal radius for local private residential street curb returns shall be twenty feet. All street sections shall be shown on the tentative tract map. Modifications to the standards in this section shall be as approved by the city engineer. Locations of the streets are shown on Exhibit A.

A. The minimum right-of-way width for North Walnut Avenue shall be sixty feet, with forty feet of paving and parking and a sidewalk provided on the east side of North Walnut Avenue only. Landscape, multi-use trail, and no sidewalk will be provided on the west side of the right-of-way.

B. The typical private drive section (“A” and “B” drives) shall be forty-four feet, with thirty-six feet of paving, parking on both sides and 4-foot walkways on both sides.

C. The typical private drive section “C” shall be thirty-four feet, with twenty-six feet of paving, no parking and 4-foot walkways on both sides.

D. The typical private drives will have an additional four-foot public utility easement on both sides of the street for dry utilities, water meters, fire hydrants, light poles, walkways, and drainage.

**18.546.200 Storm drainage.**

The design of storm drainage facilities shall ensure the acceptance and disposal of storm runoff without damage to streets or to adjacent properties. The use of special structures to accept design storm runoff shall be incorporated into the street design where appropriate. All storm drainage facilities shall be subject to the approval of the city engineer.

**18.546.210 Landscaping.**

A. Landscaping shall comply with Chapter 18.14 Water-Efficient Landscapes.

B. Landscaping of Individual Properties. The developer shall install landscaping and irrigation for the front yard and publicly viewed street side yards. The individual homeowners shall maintain these areas after the landscaping and irrigation has been installed by the developer. The individual homeowners shall install and maintain landscaping and irrigation on the remaining yard area of their lot.

C. Landscaping of Common Areas. Appropriate landscaping shall be provided throughout the common areas by the developer and maintained by the HOA.

D. Removal of trees shall be reviewed and processed pursuant to Chapter 18.162.

**18.546.220 Permanent signs.**

Prior to installation of any sign, a sign program shall be submitted to the director of development services for review and approval. The sign program shall show signs drawn to scale, dimensioned and easily readable, containing, but not limited to, the following:

A. General location and bulk of major community identification or directional signs;

B. Location of major community components such as streets, permanent open space, entry statements and development areas.

**18.546.230 Lighting.**

All public and private streets shall be provided with a level of street lighting designed to protect the health, safety and welfare of those living within the development. Street lights shall be mounted on city standard electroliers. Street lighting engineering data shall be approved by the director of community services and public works.

**18.546.240 Walls and fences.**

A. Permitted walls and fences shall be per the approved fencing and wall plan,

B. Interior wall and fence heights range from five and a half feet to eight feet high where there are retaining walls. Exterior walls shall range in height from five and a half feet to ten feet high where there are retaining walls. Walls, fences, and retaining walls shall be kept at a maximum height of six-feet (6) to the greatest extent possible.

C. The HOA maintained walls and fences shall be consistent with the approved fencing and wall plan unless the city approves a change in material or style.

**18.546.250 Patio area.**

The developer shall not be required, pursuant to this section, to install patio area. However, any persons wishing to install a patio area shall do so in accordance with a development plan approved by the HOA and the city with a maximum size of 400 square feet.

**18.546.260 Public services.**

A. New utilities installed on-site to serve the residential units in this development shall be placed underground. Existing utilities, poles and overhead lines will be removed from the subject site to meet the city's intent to the satisfaction of the director of development services.

B. The residential development project will connect to the main public sewer.

**Article IV. Architectural Guidelines**

**18.546.300 Building design.**

Building architecture should convey its own blend of building forms, textures and site relationships with a Spanish “Hacienda” style of architecture. Desirable building design goals include, but are not limited to, the following:

A. The creation of homes that reflect the rural, small town atmosphere of San Dimas;

B. The use of three Spanish styles (Eclectic, Hacienda and Rustic) with a variety of Spanish details;

C. Variation on roof forms by the mixing of single-story with two-story elements, the addition of architectural details, or the use of differing roof plans with shed and gable accents;

D. Avoidance of conflicting or “hodge-podge” effects in style or materials on adjacent lots;

E. The development shall comply with all fire safety and protection required by the San Dimas Building Code for development located in a very high fire hazard severity zone;

F. The homes will be constructed to USGBC LEED for Homes certification level.

G. No further additions to a residence or garage are permitted.

#### **18.546.310 Relation to site.**

Buildings and other improvements should be appropriate in mass and scale to the site on which they are placed. The site and its relationship to other structures, scenic values, climatic orientation, solar access circulation and topography should be dominant factors in the design or orientation of structures on each site.

#### **18.546.320 Selection of materials.**

The building and its elements should be unified in textures, colors and materials to provide an order and coherence, not only with themselves, but with the surrounding environment.

### **Article VII. Plan Review and Disposition**

#### **18.546.400 Plan review and disposition.**

A. Unless otherwise provided in accordance with Section 18.12.050, no person shall construct any building or structure, relocate, rebuild, alter, enlarge or modify any existing building or structure until a development plan has been reviewed and approved in accordance with the provisions of Chapter 18.12.

B. Prior to a formal request to the development plan review board, an applicant may request that the staff review and approve a conceptual design for the project. Application for conceptual design review shall be accompanied by the following:

1. A scaled site plan;
2. Conceptual architectural floor plans and elevations;
3. A preliminary grading plan;
4. A conceptual landscape plan;
5. A breakdown of land uses: i.e. parking (compact vs. regular), floor area(s), coverage(s), landscape coverage, etc.;
6. Written description of proposed uses.

C. Prior to any submittal to the development plan review board, applicants are encouraged to meet with the city staff for informal review and comments regarding city development policies and standards. Such meetings can serve to reduce expenditures of time and money through the development process.

#### **18.546.410 Minor modifications.**

The director of development services without public hearing may grant minor modifications to the provisions of this specific plan limited to the following:

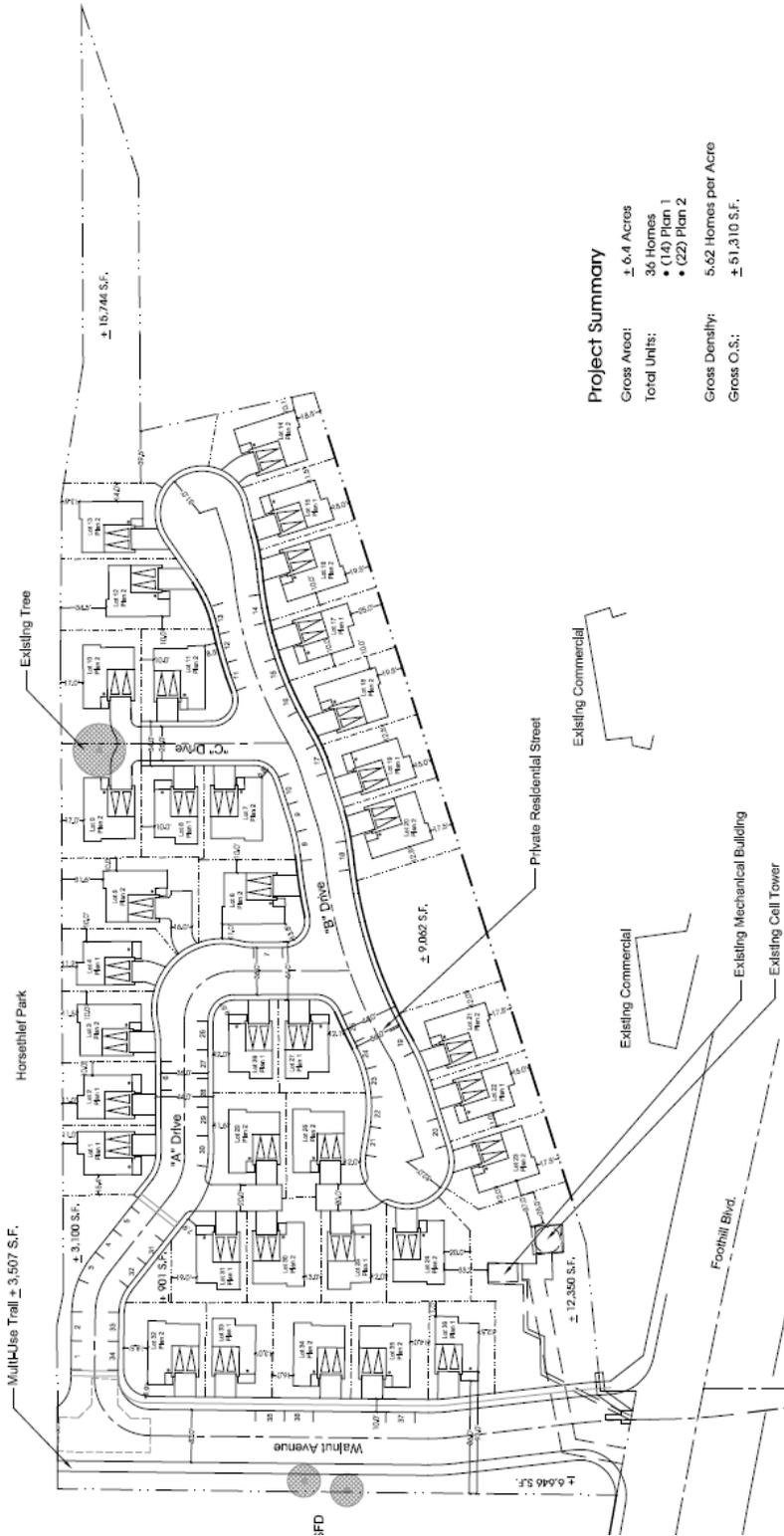
A. Changes in the plan required by Los Angeles County Fire Department, Los Angeles County Public Works, Army Corps of Engineers, utilities, or other government or quasi-government agencies.

B. Reduction of open areas by permitting portions of a building to extend into and occupy not more than ten percent of the area of a required yard;

C. Waive the development plan review requirement for minor alterations to existing structures which conform to the following:

1. Repainting of an existing structure the same or similar color hue which currently exists on the site,
2. Minor alterations in location of landscape features or plant materials from an approved landscape plan,
3. Minor alterations to an approved plan which do not create a noticeable difference in the building design. Such minor alterations would not include the elimination of approved building materials.

EXHIBIT A  
SITE PLAN



RESOLUTION NO. 2014-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMA APPROVING ZONE CHANGE 13-01, A REQUEST TO CHANGE THE ZONING FROM LIGHT AGRICULTURAL (AL) AND OPEN SPACE (OS) TO SPECIFIC PLAN NO. 27 FOR THE PROPERTY LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)**

**WHEREAS**, a Zone Change has been duly initiated by:

The Olson Company  
3010 Old Ranch Parkway, Ste. 100  
Seal Beach, CA 90740

**WHEREAS**, the Zone Change is described as a request to change the zone of the project site from Light Agricultural (AL) and Open Space (OS) to Specific Plan No. 27; and

**WHEREAS**, the Zone Change would only affect the two lots owned by the Applicant/Developer consisting of APN's 8665-008-016 & -017 and a portion of two lots owned by the City, APN's 8665-007-900 & -905 (approximately 20,000 sq. ft.), located at 299 East Foothill Boulevard; and

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, certified notice was duly given to the Native American tribes pursuant to California Government Code Section 65352.3. Staff contacted the California Native American Heritage Commission to extend an invitation to consult on the project. The Native American Heritage Commission failed to identify Native American cultural resources in the area of potential effect. The Gabrielino – Tongva tribe was also contacted for consultation but they did not respond to the City's request; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment. Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the Planning Commission finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and

Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines, the City staff helped prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there is no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration.

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project.

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council’s decision is based is the Director of Development Services of the City of San Dimas. Those documents are available for public review in the Planning Department of the City of San Dimas located at 245 East Bonita Avenue, San Dimas, California 91773, telephone (909) 394-6250.

**NOW, THEREFORE**, in consideration of the evidence received at the hearing, and for the reasons discussed by the Council at the hearing, including written and oral staff reports, together with public testimony and subject to the mitigation measures attached as “Exhibit B”, the City Council now finds as follows:

- A. The proposed Zone Change will not adversely affect adjoining property as to value, precedent or be detrimental to the area.

The proposed Zone Change allows for residential use which is consistent with the other single-family residential properties to the west. This Zone Change will require an amendment to Chapter 18 Zoning to create a new Specific Plan No. 27 for the subject property to ensure that any proposed development will enhance the neighborhood, primarily through adopting specific regulations to encourage and guide the redevelopment of the site that currently is being used as a private equestrian facility. The zone change will allow for new housing stock in the City that will allow for a small lot development that tends to be more affordable to a larger portion of the community.

- B. The proposed Zone Change will further the public health, safety and general welfare.

The Zone Change will facilitate a small lot residential development adjacent to established neighborhoods which will help diversify the housing stock and allow families and people who wish to downsize the ability to live and stay in San Dimas. The zone change will also allow for the site to be fully developed with sewer connection, streets, street lights, sidewalks, street trees and underground utilities creating a safe environment for future residents to live.

- C. The proposed Zone Change is consistent with the General Plan.

The proposed Zone Change will make the zoning designation consistent with the General Plan Land Use Map which designates the property as Single Family Low (3.1 – 6). The zone for the subject property will be Specific Plan No. 27 which allows for the development of 36 single-family detached residences within a small lot subdivision.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves Zone Change 13-01 as indicated in Exhibit A and subject to the environmental mitigation measures listed in Exhibit B. A copy of this Resolution shall be mailed to the applicant.

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

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF DECEMBER 2014.**

\_\_\_\_\_  
Curtis W. Morris, Mayor of the 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 Resolution No. 2014-67 was passed and adopted at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:





**EXHIBIT B**

**ENVIRONMENTAL MITIGATION MEASURES  
ENVIRONMENTAL MITIGATION MEASURES**

**MITIGATION MONITORING CHECKLIST (INITIAL STUDY PART III)**

**Project File No.:** Tentative Tract Map 72368 (13-01), Zone Change 13-01, MCTA 13-08, Precise Plan 13-03, General Plan Amendment 13-01, Development Plan Review 13-20, Tree Removal Permit 13-27, and Development Agreement with the City.  
**Applicant:** The Olson Company Initial Study Prepared by: Phil Martin & Associates, Inc. Date: November 10, 2014

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<b>A. Air Quality</b>						
1. Suspend grading operations during high winds (i.e., wind speeds exceeding 25 mph) in accordance with Rule 403 requirements.	BO	C	C	A		4
2. Sweep streets according to a schedule established by the City if silt is carried over to adjacent public thoroughfares or occurs as a result of hauling. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. All paints and coatings shall meet or exceed performance standards noted in SCAQMD Rule 1113. Paints and coatings shall be applied either by hand or high volume, low-pressure spray.	BO	B	C	C		2
4. All asphalt shall meet or exceed performance standards noted in SCAQMD Rule 1108.	BO	B/C	B/C	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. All construction equipment shall comply with SCAQMD Rules 402 and 403. Additionally, contractors shall include the following provisions: <ul style="list-style-type: none"> <li>• Re-establish ground cover on the construction site through seeding and watering.</li> <li>• Pave or apply gravel to any on-site haul roads.</li> <li>• Phase grading to prevent the susceptibility of large areas to erosion over extended periods of time.</li> <li>• Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.</li> <li>• Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.</li> <li>• Maintain a minimum 24-inch freeboard ratio on soils haul trucks or cover payloads using tarps or other suitable means.</li> </ul>	BO	B/C	B/C	A		2/4
6. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and Regional Water Quality Control Board [RWQCB]) daily to reduce PM <sub>10</sub> emissions, in accordance with SCAQMD Rule 403.	BO	C	C	A		4
7. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM <sub>10</sub> emissions.	BO	C	C	A		4
8. The construction contractor shall utilize electric or clean alternative fuel powered equipment where feasible.	BO	B/C	C	A		4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
9. The construction contractor shall ensure that construction-grading plans include a statement that work crews will shut off equipment when not in use.	BO	C	C	A		4
B. Cultural Resources						
1. An archeologist shall be retained to observe grading and construction activities and conduct salvage excavation of any archeological resources deemed necessary by the archeologist. The archeologist shall be present at a pre-grading conference, establish procedures for archeological resource surveillance during grading and construction, and establish, in cooperation with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification and evaluation of all resources as deemed necessary by the archeologist. If additional or unexpected archeological features are discovered, the archeologist shall report such findings to the Community Development Department. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in cooperation with the City that shall be taken for exploration and/or salvage. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Planning Director.	CP/BO	C	Review of report	A/D		3/4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<p>2. If any paleontological resource (i.e. plant or animal fossils) are encountered before or during grading, the developer will retain a qualified paleontologist to monitor construction activities, to take appropriate measures to protect or preserve them for study. The paleontologist shall submit a report of findings that will also provide specific recommendations regarding further mitigation measures (i.e., paleontological monitoring) that may be appropriate. Where mitigation monitoring is appropriate, the program must include, but not be limited to, the following measures:</p> <ul style="list-style-type: none"> <li>Assign a paleontological monitor, trained and equipped to allow the rapid removal of fossils with minimal construction delay, to the site full-time during the interval of earth-disturbing activities.</li> <li>Should fossils be found within an area being cleared or graded, divert earth-disturbing activities elsewhere until the monitor has completed salvage. If construction personnel make the discovery, the grading contractor should immediately divert construction and notify the monitor of the find.</li> <li>Prepare, identify, and curate all recovered fossils for documentation in the summary report and transfer to an appropriate depository (i.e., Los Angeles County Museum of Art (LACMA)).</li> <li>Submit summary report to City of San Dimas. Transfer collected specimens with a copy of the report to the Los Angeles County Museum of Art (LACMA).</li> </ul>	CP	B	Review of report	A/D		4
C. Geology and Soils						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and RWQCB) daily to reduce PM10 emissions, in accordance with SCAQMD Rule 403 or re-planted with drought resistant landscaping as soon as possible	BO	C	C	A		4
2. Frontage public streets shall be swept according to a schedule established by the City to reduce PM10 emissions associated with vehicle tracking of soil off-site. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. Grading operations shall be suspended when wind speeds exceed 25 mph to minimize PM10 emissions from the site during such episodes.	BO	C	C	A		4
4. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM10 emissions.	BO	C	C	A		4
D. Greenhouse Gas Emissions						
1. The project developer shall divert at least 60 percent of the demolished and/or grubbed construction materials (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard) from the landfill.	BO	C	C	A		4
2. Prior to issuance of the first building permit, all project buildings shall be designed to exceed the California Building Code's (CBC) Title 24 energy standard by 15 percent.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
3. Prior to the issuance of the first building permit, the project developer shall devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures deemed appropriate by the Planning Director: <ul style="list-style-type: none"> <li>• Create water-efficient landscapes within the development.</li> <li>• Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls.</li> <li>• Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.</li> </ul>	BO	B	B	C		2
E. Hydrology and Water Quality						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. The project development shall implement the following construction activities: <ol style="list-style-type: none"> <li>Storm Water Pollution Prevention Plan (SWPPP) preparation is required for all construction projects one acre or greater and shall be submitted to the City Engineer for review prior to the issuance of grading permits. This SWPPP shall identify Best Management Practices (BMPs) that shall be used on-site to reduce pollutants during construction activities entering the storm drain system to the maximum extent practicable. If construction activity will disturb a ground surface area of 1 (one) acre or the project results in the disturbance of less than 1 (one) acre of soil but is part of a larger common plan of development or site that exceeds 1 (one) acre, then the project is subject to the requirements of the California General Permit for Storm Water Discharges Associated with Construction Activity. A Notice of Intent (NOI) is required to be filed with the State Water Resources Control Board (SWRCB) and a SWPPP is required to be prepared, implemented and available at the job site for review and verification at all times for such projects.</li> <li>For projects of any size, an erosion control plan shall be prepared, included with the grading plan, and implemented for the proposed project that identifies specific measures to control on-site and off-site erosion from the time ground disturbing activities are initiated through completion of grading. This erosion control plan shall include the following measures at a minimum: a) Specify the timing of grading and construction to minimize soil exposure to rainy periods experienced in southern California, and b) An inspection and maintenance program shall be included to ensure that any erosion which does occur either on-site or off-site as a result of this project will be corrected through a remediation or restoration program within a specified time frame.</li> </ol>	BO	B/C	B/C	C/A		2/4

c. During construction, temporary berms such as sandbags or gravel dikes must be used to prevent discharge of debris or sediment from the site when there is rainfall or other runoff.

d. During construction, to remove pollutants, street cleaning will be performed prior to storm events and the use of water trucks after storm events to control dust in order to prevent discharge of debris or sediment from the site.

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
2. The project development shall implement the following <i>post- construction operational activities</i> : All discretionary development and redevelopment projects that fall into one of the following categories (home subdivisions with 10 or more housing units) are subject to the preparation of a Standard Urban Storm Water Mitigation Plan (SUSMP). If the project falls under one of these categories and prior to issuance of building permits, the permit applicant shall submit to the City Engineer for approval a SUSMP based upon the design requirements as defined in the "Manual for the Standard Urban Storm Water Mitigation Plan (SUSMP)", September 2002 as published by the Los Angeles County Department of Public Works. Evidence of on-going maintenance of post-construction BMPs will be required in the form of a signed and notarized Maintenance Covenant. A copy of this form is available at the public counter.	BO	B	B	C		2
3. Landscaping plans shall include provisions for controlling and minimizing the use of fertilizers/pesticides/herbicides, landscaped areas shall be monitored and maintained by the Homeowners Association to ensure adequate coverage and stable growth, and schematic plans for these common areas shall be submitted to the City for review and approval prior to the issuance of grading permits.	BO	B/E	B/E	C/A		2/5
4. Prior to issuance of building permits, the applicant shall submit to the City Engineer for approval of a Water Quality Management Plan (WQMP), including a project description and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The WQMP shall identify the structural and non-structural measures.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. Prior to issuance of grading or paving permits, applicant shall obtain a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City Building Official for coverage under the NPDES General Construction Permit.	BO	B	B	C		2
<b>F. Noise</b>						
1. Construction or grading shall be limited to the hours of 7:00 a.m. and 8:00 pm weekdays, including Saturday. No construction shall be allowed on Sunday or a public holiday per San Dimas Municipal Code Section 8.36.100.	BO	C	During construction	A		4
2. Construction or grading noise levels shall not exceed the standards specified in Municipal Code Chapter 8.36. If noise levels exceed the above standards, then construction activities shall be reduced in intensity to a level of compliance with Municipal Code Chapter 8.36, or halted.	BO	C	During construction	A		4
3. All haul truck deliveries shall not take place between the hours of dusk and 7:00 a.m. on weekdays, including Saturday, any time on Sunday, or a city observed holiday. Additionally, if heavy trucks used for hauling exceed 100 daily trips (counting both to and from the construction site), the developer shall prepare a noise mitigation plan for approval by the Planning Director denoting any construction traffic haul routes. To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings.	PO/BO	C	During construction	A		4/7
<b>G. Transportation/Traffic</b>						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. Prior to the issuance of the first occupancy permit, the project Applicant/Developer shall pay its fair share, as noted, to complete the following improvements to the satisfaction of the City Engineer and the Director of Public Works: <ul style="list-style-type: none"> <li>At San Dimas Avenue/Foothill Boulevard provide a right-turn overlap signal phasing in the northbound direction.</li> <li>At westbound San Dimas Canyon Road/Foothill Boulevard stripe a right-turn lane and a right-turn overlap signal phasing.</li> </ul>	CE	D	During Construction	A		3
2. Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share of the installation cost for a new traffic signal at the project entrance at Foothill Boulevard and Walnut Avenue.	BO/CP	D	D	B		3

**Key to Checklist Abbreviations**

Responsible Person	Monitoring Frequency	Method of Verification	Sanctions
CDD - Community Development Director or designee	A - With Each New Development	A - On-site Inspection	1 - Withhold Recordation of Final Map
CP - City Planner or designee	B - Prior To Construction	B - Other Agency Permit / Approval	2 - Withhold Grading or Building Permit
CE - City Engineer or designee	C - Throughout Construction	C - Plan Check	3 - Withhold Certificate of Occupancy
BO - Building Official or designee	D - On Completion	D - Separate Submittal (Reports/Studies/ Plans)	4 - Stop Work Order
PO - Police Captain or designee	E - Operating		5 - Retain Deposit or Bonds
FC - Fire Chief or designee			6 - Revoke CUP
			7 - Citation

RESOLUTION NO. 2014-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING TENTATIVE TRACT MAP 72368 (TTM 13-01), A REQUEST TO PROCESS A TENTATIVE TRACT MAP TO DEVELOP 36 SINGLE-FAMILY RESIDENTIAL LOTS AND TEN (10) HOA COMMON AREA LOTS LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN's: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)**

**WHEREAS**, an application for a Tentative Tract Map has been duly filed by:

The Olson Company  
3010 Old Ranch Parkway, Ste. 100  
Seal Beach, CA 90740

**WHEREAS**, the applicant is requesting the Tentative Tract Map to:

Process a Tentative Tract Map to develop 36 single-family residential lots and ten (10) HOA common area lots.

**WHEREAS**, the property to be subdivided is described as follows:

299 East Foothill Boulevard an approximately 6.4 acre site. (APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905)

**WHEREAS**, the Tract Map was submitted to appropriate agencies as required under Section 17.12.030 of the San Dimas Municipal Code with a request for their report and recommendations; and

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, certified notice was duly given to the Native American tribes pursuant to California Government Code Section 65352.3. Staff contacted the California Native American Heritage Commission to extend an invitation to consult on the project. The Native American Heritage Commission failed to identify Native American cultural resources in the area of potential effect. The Gabrielino – Tongva tribe was also contacted for consultation but they did not respond to the City's request; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment. Based upon the facts and information contained in the proposed Mitigated Negative

Declaration, together with all written and oral reports included for the environmental assessment for the application, the Planning Commission finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines, the City staff helped prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there is no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration.

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project.

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council’s decision is based is the Director of Development Services of the City of San Dimas. Those documents are available for public review in the Planning Department of the City of San Dimas located at 245 East Bonita Avenue, San Dimas, California 91773, telephone (909) 394-6250.

**NOW, THEREFORE**, in consideration of the evidence received at the hearing, and for the reasons discussed by the Council at the hearing, including written and oral staff reports, together with public testimony and subject to the conditions attached as “Exhibit A” and mitigation measures attached as “Exhibit B”, the City Council now finds as follows:

- A. That the proposed Tract Map is consistent with the General Plan and the applicable Land Use Zone.

The proposed subdivision is consistent with the City of San Dimas General Plan. The General Plan Land Use designation for the subject site is Single Family Low (3.1 to 6 units to the acre). The project is proposing 5.6 units to the acre, under the allowable maximum of 6 units to the acre, which would be 36 residences. The property is zoned Specific Plan No. 27, which allows for the proposed density. The residential development will meet the General Plan Policy 1.1.1 Statement – *Residential densities shall begin at the low range and be increased for trade-offs for more open space, affordable housing and other appropriate objectives and amenities.* Specific Plan No. 27 provides for an infill development of a low density level of single-family homes on a property that was previously zoned Light Agricultural (AL) and Open Space (OS) and used as a private equestrian facility. Careful consideration has been given to the surrounding land uses to ensure that the development is compatible with the fabric of the existing neighborhood to the greatest extent possible. The Specific Plan provides the specific regulations and guidelines to ensure a quality development that is compatible with the surrounding uses.

- B. That the design or improvement of the proposed subdivision is consistent with the General Plan and the applicable Land Use Zone.

The proposed map is consistent with General Plan Single Family Low (3.1 - 6 units to the acre) Land Use designation and the regulations of Specific Plan No. 27, as they both allow for the smaller lot type of residential development as proposed. The project has been designed to be single-family detached residences that provide for onsite parking, front, side and rear yard space, and common open spaces to be used by the residents of the development and their guest.

- C. That the site is physically suitable for the type of development proposed.

The approximately 6.4 acre site is adequate in size for the proposed 36 single-family residences within a small lot subdivision. There will also be adequate area to accommodate common open spaces that will support a pool, horseshoe and bocce ball play areas, shade structures with seating and connection to off-site trails. The existing site has a cell tower designed as a water tower that will remain on the site as well as the mechanical room that is just north of the tower. The site will be accessed from Foothill Boulevard via an extension of Walnut Avenue which will be

dedicated to the City; all other streets within the project will be private. The vehicle circulation of the project has been studied and determined that the proposed 36 single-family lots would not significantly increase traffic flow to the surrounding streets.

- D. That the site is physically suitable for the proposed density of the development.

The proposed density for the site is 5.6 dwelling units per acre allowing for 36 single-family units. In addition to the 36 residential lots, the map provides for several common lots that will facilitate several recreational amenities to be used by the residents of the proposed community. As part of the map all streets, public and private, will meet City Standards. The site has been developed with a small lot subdivision that is physically suitable and can facilitate the proposed density.

- E. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat.

Based on the Mitigated Negative Declaration prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact.

- F. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Based on the Mitigated Negative Declaration prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact. The applicant will be required to connect to the existing sewer which will be able to accommodate the project. In addition the project will comply with the WQMP/LID requirements for this size project.

- G. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at-large, for access through or use of property within the proposed subdivision.

The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at-large, for access through or use of property within the proposed subdivision.

- H. That the discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board. Conditions are imposed to protect the public health, safety and general welfare and to implement the intent and purpose of the General Plan.

The project mitigations and the conditions imposed are done so to protect the public health, safety and general welfare and to implement the intent and purpose of the General Plan. The project will meet all requirements of the Regional Water Quality Control Board.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves Tentative Tract Map 72368 (TTM 13-01), subject to compliance with the Conditions in Exhibit "A" and mitigation measures in Exhibit "B" attached hereto and incorporated herein. A copy of this Resolution shall be mailed to the applicant.

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

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF DECEMBER 2014.**

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

**ATTEST:**

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Debra Black, Deputy City Clerk

**I, DEBRA BLACK, DEPUTY CITY CLERK** of the City of San Dimas, do hereby certify that Resolution No. 2014-68 was passed and adopted at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Debra Black, Deputy City Clerk

## **EXHIBIT A**

### **Conditions of Approval for Tentative Tract Map 72368 (TTM 13-01) 299 East Foothill Boulevard**

#### **PLANNING DIVISION - (909) 394-6250**

#### **GENERAL**

1. The Applicant/Developer shall agree to defend at his sole expense any action brought against the City, its agents, officers or employees because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers or employees for any Court costs and attorney's fees which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.
2. The Applicant/Developer shall be responsible for any City Attorney costs incurred by the City for the project, including, but not limited to, consultations, and the preparation and/or review of legal documents. The applicant shall deposit funds with the City to cover these costs in an amount to be determined by the City.
3. Copies of the signed City Council Resolution of Approval No. 2014-68 and Conditions of Approval shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect.
4. The Applicant/Developer shall comply with all requirements of Specific Plan No. 27.
5. The building permits for the first phase of this project must be issued within one year from the date of approval or the approval will become invalid. A time extension may be granted under the provisions set forth in Chapter 18.12.070 F. Building permits for each of the two (2) remaining phases must be issued within 180 days from the final of the previous phase.

6. The Applicant/Developer shall sign an affidavit accepting all Conditions and all Standard Conditions before issuance of building permits.
7. All parking provided shall meet the requirements of Specific Plan No. 27 and parts of Section 18.156, Parking (et. seq.) of the San Dimas Municipal Code.
8. The Applicant/Developer shall comply with all City of San Dimas Business License requirements and shall provide a list of all contractors and subcontractors that are subject to business license requirements.
9. The Applicant/Developer shall comply with all Conditions of Approval as approved by the City Council on December 9, 2014.
10. The Applicant/Developer shall delete from the Tentative Tract Map presented to the Planning Commission on November 06, 2014, Lot No. 14 and a Plan 1 Lot from Walnut Avenue, for a total loss of two lots from 38 lots proposed, as recommended by the Planning Commission. The Applicant/Developer shall revise the TTM showing a total of 36 residential lots for the City Council's review and approval.
11. The project site boundaries of TTM 72368 will not be allowed to be further subdivided for the purpose of creating additional residential lots beyond the 36 lots recommended by the Planning Commission and approved by the City Council.
12. Prior to the recordation of the Final Tract Map, the Applicant/Developer shall process a Lot Line Adjustment to include portions of the city-owned properties within the proposed development. The Lot Line Adjustment may be submitted after Planning Commission approval and will be processed right after City Council approval. Lot Lines are approved by the Director of Development Services and sent to City Council on consent.
13. The Applicant/Developer shall dedicate the extension of North Walnut Avenue and additional parkway land area on the east and west side of the street as shown on Tentative Tract Map 72368 to the City of San Dimas.
14. The Applicant/Developer shall be responsible for the preparation of Covenant, Conditions and Restrictions (CC&R's) establishing a Homeowner's Association and budget for the maintenance and operation of the common areas, including but not limited to, private streets, landscaping, open space, water quality basins, drainage systems, and retention/detention basins. The Applicant/ Developer shall be responsible for all City Attorney

Costs incurred by the City. This Condition shall be completed and recorded prior to or concurrent with the recordation of the Final Map.

15. A declaration of Covenants, Conditions and Restrictions (CC&R's) shall be prepared by the developer/property owner and submitted to the Director of Development Services and the City Attorney. The CC&R's shall be signed and acknowledged by all parties having any record title interest in the property to be developed, and shall make the City a party thereto, and shall be enforceable by the City. The CC&R's shall be reviewed and approved by the City and shall be recorded prior to or concurrent with the recordation of the Final Tract Map. The CC&R's shall be subject to the following conditions:
  - a. The CC&R's shall be prepared at the developer's/property owner's sole cost and expense.
  - b. The CC&R's shall be in the form and content approved by the Director of Development Services and the City Attorney and shall include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its residents.
  - c. The CC&R's shall provide for the effective establishment, operation, management, use, repair and maintenance of all easement areas and facilities.
  - d. The CC&R's shall provide that the property be developed, operated, and maintained so as not to create a public nuisance.
  - e. The CC&R's shall provide that if the property is not maintained in the condition required by the revised CC&R's, then the City, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the CC&R's or the City's ordinances. The property shall be subject to a lien in favor of the City to secure any such expense not promptly reimbursed.
  - f. The CC&R's shall include any provision specific as project features and or mitigation measures as appropriate and shall include an approved building envelope of each pad.
  - g. The CC&R's shall include provisions for architectural design guidelines and enforcement thereof.

- h. In addition to the above, the CC&R's shall include the following:
  - i. The Declaration shall contain language and an exhibit showing exactly what areas are to be maintained in perpetuity by the Homeowner's Association.
  - ii. The Declaration shall contain language prohibiting antenna towers and satellite dish antennas unless permitted by local ordinance and a plan is approved by the Homeowner's Association and the Director of Community Development, showing the location and screening from adjacent residents.
- 16. Graffiti shall be removed within 72 hours.
- 17. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours.
- 18. The Applicant/Developer shall submit a construction access plan and schedule for the development of all lots for Directors of Development Services and Public Works approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.
- 19. Decorative block walls with an average height of six feet, in addition to other types of fencing, shall be constructed along and within the project as presented in the Fencing Plan. If a double wall condition would result, the developer shall make a good faith effort to work with the adjoining property owners to provide a single wall. Applicant/Developer shall notify, by mail, all contiguous property owners at least 30 days prior to the removal of any existing walls/ fences along the project's perimeter.
- 20. The Applicant/Developer shall underground all new utilities, and utility drops, and shall underground existing overhead utilities to the closest power pole off-site to meet the intent of the Code and City practice to the satisfaction of the Director of Community Development.
- 21. During grading and construction phases, the construction manager shall serve as the contact person in the event that dust or noise levels become disruptive to local residents. A sign shall be posted at the project site with the contact phone number.

**ENGINEERING DIVISION – (909) 394-6240**

- 22. The Applicant/Developer shall provide a signed copy of the City’s certification statement declaring that the contractor will comply with Minimum Best Management Practices (BMPs) required by the MS4 permit for Los Angeles County as mandated by the National Pollutant Discharge Elimination System (NPDES).
- 23. The Applicant/Developer shall install sanitary sewers to serve the entire development to the specifications of the City Engineer. The Applicant/Developer shall obtain a sewer easement from the one of the adjacent property owners for the required sewer outlet and/or install a sewer pump to services the development.
- 24. The Applicant/Developer shall Contact the Los Angeles County Sanitation District for any required annexation, extension, or sewer trunk fee. Connection to public sewer will be allowed after all applicable City and County fees have been paid and permits issued. Proof of payment/clearance is required before the City will issue any sewer permit.
- 25. The subject development is located within an area of Special Flood Hazard as identified by the Federal Emergency Management Agency (FEMA). The Applicant/Developer shall meet all conditions and requirements as set forth in Title 15, Chapter 15.60 of the San Dimas Municipal Code. If additional information is provided to the City verifying that no portion of the project site is not within a Special Flood Hazard area, this condition may be modified by the City Engineer.
- 26. The Applicant/Developer shall provide drainage improvements to carry runoff of storm waters in the area proposed to be developed, and for contributory drainage from adjoining properties to be reviewed and approved by the City Engineer. The proposed drainage improvements shall be based on a detailed Hydrology Study conforming to the current Los Angeles County methodology. The designed drainage facilities within the Public Right of Way shall be a “Miscellaneous Transfer Drain”, subject to all reviews, approval and acceptance by the Los Angeles County Director of Public Works. Therefore, the Applicant/Developer shall deposit the following amount with the City of San Dimas to cover the current County’s Miscellaneous Transfer Drain fees:

a.	Storm Drain Transfer Processing Fees	\$	1,621.00
b.	Quitclaim Easement Document Processing Fee	\$	6,653.00

The Applicant/Developer shall also be responsible for all County fees collected pursuant to Section 21.44.065 (3) of Title 21 of the County Code as well as any City of San Dimas costs incurred for inspection and processing of the drain transfer to the County. A separate permit from Los Angeles County Department of Public Works (LACDPW) and Corps of Engineers is required for connection to the flood control channel.

- 27. The Applicant/Developer shall provide street lights, street name signs and stop signs in accordance with the standards of the City.
- 28. The Applicant/Developer shall provide full street improvements on all streets within the limits of the development. Improvements to include curbs and gutters, sidewalks, medians, and paving according to City standards, as shown in the following table:

Street Name	Gutter	Pavement Curb &	A.C.	Side-walk	Approach Drive	Lights	Street Trees	Street Trail	Multi-use	Median Island	Bike Trail	Other
"A" Drive (Private)	x	x	x	x	x	x						
"B" Drive (Private)	x	x	x	x	x	x						
Walnut Avenue (Public)	x	x	x	x	x	x	x	x				X
<b>Notes:</b>	Walnut Avenue improvements shall be extended to the southern boundary of Horsethief Canyon Park.											
	The Applicant/Developer shall install sufficient mature trees (minimum 24 inch box) along the west property line to provide a privacy screen. Final species, quantity and size shall be determined during the plan check process.											

- 29. The Applicant/Developer shall contribute its "fair share" portion of the cost of the installation of a four-way traffic signal at the intersection of Foothill Boulevard and Walnut Avenue.
- 30. The Applicant/Developer shall offer to dedicate all street right-of-way as shown on the Tentative Map. ("A", "B" & "C" Drives shall be private and future streets must be designed to accommodate turnaround and security gates).

31. The Applicant/Developer shall conduct a sight distance study to evaluate motorist travelling southbound on Walnut Avenue extension at Foothill Boulevard. The Study shall consider the planned widening of Foothill Boulevard and the railing and barriers on the new bridge and verify adequate sight distance easterly at Walnut Avenue. The study shall be conducted in accordance with methods, guidelines and standards contained in the California Department of Transportation Highway Design Manual (HDM).
32. The Applicant/Developer shall contribute its "fair share" portion of the cost of a right turn overlap signal phasing for northbound San Dimas Avenue at Foothill Boulevard to the satisfaction of the City Engineer and the Director of Public Works.
33. The Applicant/Developer shall contribute its "fair share" portion of the cost of a right turn lane (stripe) and right turn overlap signal phasing for westbound San Dimas Canyon Road at Foothill Boulevard to the satisfaction of the City Engineer and the Director of Public Works.
34. The Applicant/Developer shall make a "best effort" to the satisfaction of the City Engineer and the Director of Development Services to obtain additional street right-of-way from LA County Flood Control District for Walnut Avenue adjacent to Foothill Boulevard."
35. The Applicant/Developer shall obtain a storm drain connection permit from Los Angeles County Flood Control District and US Army Corps of Engineers for the storm drain outlet for the project.
36. The Applicant/Developer shall comply with all mitigation measures and the mitigated monitoring program to the satisfaction of the Director of Community Development.
37. The Applicant/Developer shall provide mailboxes per City of San Dimas standards. Mailbox locations are subject to the approval of the local postmaster and the City Engineer.
38. The Applicant/Developer shall submit water plans to be reviewed and approved by the City Engineer and the Los Angeles County Fire Department.

39. The Applicant/Developer shall be responsible for any repairs within the limits of the development, including but not limited to streets and paving, curbs and gutters, sidewalks, and street lights as determined by the City Engineer and Public Works Director.
40. All work adjacent to or within the public right-of-way shall be subject to review and approval of the Public Works Director and the work shall be in accordance with applicable standards of the City of San Dimas; i.e. Standard Specifications for Public Works Construction (Green Book) and the California Manual of Uniform Traffic Control Devices (CA MUTCD), and further that the construction equipment ingress and egress be controlled by a plan approved by Public Works.
41. For projects that disturb one (1) acre or greater of soil, or projects that disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, the project must obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity, Construction General Permit Order 2012-0006-DWQ (as amended by all future adopted Construction General Permits). The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Developer must submit a Notice of Intent and Waste Discharger's Identification (WDID) number as evidence of having applied with the Construction General Permit before the City will issue a grading permit. The project proponent is ultimately responsible to comply with the requirements of Order No. 2012-0006-DWQ, however, the City shall have the authority to enter the project site, review the project SWPPP, and require modifications and subsequent implementations to the SWPPP in order to prevent polluted runoff from leaving the project site onto public or private property.
42. For all projects subject to Low Impact Development (LID) regulations, Applicant/Developer must submit a site-specific drainage concept and stormwater quality plan to implement LID design principles.
43. A fully executed "Maintenance Covenant for LID Requirements" shall be recorded with the L.A. County Registrar/Recorder and submitted to the Public Works Department prior to the Certificate of Occupancy. Covenant documents shall be required to include an exhibit that details the installed treatment control devices as well as any site design or source control Best Management Practices (BMPs) for post construction. The information to be provided on this exhibit shall include, but not be limited to:

- i. 8 ½" x 11" exhibits with record property owner information.
  - ii. Types of BMPs (i.e., site design, source control and/or treatment control) to ensure modifications to the site are not conducted without the property owner being aware of the ramifications to BMP implementation.
  - iii. Clear depiction of location of BMPs, especially those located below ground.
  - iv. A matrix depicting the types of BMPs, frequency of inspection, type of maintenance required, and if proprietary BMPs, the company information to perform the necessary maintenance.
  - v. Calculations to support the sizing of the BMPs employed on the project shall be included in the report. These calculations shall correlate directly with the minimum treatment requirements of the current MS4 permit. In the case of implementing infiltration BMPs, a percolation test of the affected soil shall be performed and submitted for review by the City Engineer.
  - vi. This document shall be reviewed by and concurred with Public Works to ensure the covenant complies with the MS4 Permit.
44. Improvement plans and necessary letters of credit, cash, and/or bonds to secure the construction of all streets, storm drains, water, sewer, grading, and equestrian trails shall be submitted and approved by the City Engineer, and the subdivision agreement and other required agreements approved by City Attorney, prior to the recordation of the Final Map.
45. A Final Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder.
46. All easements existing at the time of the Final Map approval must be accounted for on the approved Tentative Map. This includes the location, owner, purpose, and recording reference for all existing easements. If an easement is blanket or indeterminate in nature, a statement to that effect must be shown on the tentative map in lieu of its location.
47. Easements for Private Driveways and Fire Lanes, Multi-Use Trails, and all utilities, including water, sewer, and storm drains shall be provided on the Final Map to the satisfaction of the City Engineer, City Attorney, and the Director of Development Services.

48. A preliminary title report and guarantee is required and such document shall show all fee interest holders; all interest holders whose interest could ripen into a fee; all trust deeds, together with the name of the trustee; and all easement holders. The account for this title report should remain open until the final map is filed with the County Recorder.
49. The Los Angeles County Fire Department recommendation shall be incorporated as set forth in the attachment appended at the end of the listed conditions, except that the City Engineer may approve revisions were deemed appropriate provided that said revisions still provided adequate fire safety.

**PARKS & RECREATION – (909) 394-6230**

50. The Applicant/Developer shall provide street trees, with permanent irrigation system, throughout the development. The species, container size and location shall be designated by the City, as approved by the City Arborist.
51. The Applicant/Developer shall comply with City regulations regarding payment of Park, Recreation and Open Space Development Fee per SDMC Chapter 3.26. Fees shall be paid prior to issuance of building permits for each of the phases; the project has three (3) phases.
52. The Subdivision Applicant/Developer shall comply with Chapter 17.36 of the San Dimas Municipal Code regarding Park Land Dedication (Quimby Act). The City may require fees in lieu of land or a combination thereof based on the market value of the land to be dedicated. Fees shall be paid prior to recordation.

**END OF CONDITIONS**

**EXHIBIT B**

**ENVIRONMENTAL MITIGATION MEASURES**

**MITIGATION MONITORING CHECKLIST (INITIAL STUDY PART III)**

**Project File No.:** Tentative Tract Map 72368 (13-01), Zone Change 13-01, MCTA 13-08, Precise Plan 13-03, General Plan Amendment 13-01, Development Plan Review 13-20, Tree Removal Permit 13-27, and Development Agreement with the City.  
**Applicant:** The Olson Company Initial Study Prepared by: Phil Martin & Associates, Inc. Date: November 10, 2014

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<b>A. Air Quality</b>						
1. Suspend grading operations during high winds (i.e., wind speeds exceeding 25 mph) in accordance with Rule 403 requirements.	BO	C	C	A		4
2. Sweep streets according to a schedule established by the City if silt is carried over to adjacent public thoroughfares or occurs as a result of hauling. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. All paints and coatings shall meet or exceed performance standards noted in SCAQMD Rule 1113. Paints and coatings shall be applied either by hand or high volume, low-pressure spray.	BO	B	C	C		2
4. All asphalt shall meet or exceed performance standards noted in SCAQMD Rule 1108.	BO	B/C	B/C	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. All construction equipment shall comply with SCAQMD Rules 402 and 403. Additionally, contractors shall include the following provisions: <ul style="list-style-type: none"> <li>• Re-establish ground cover on the construction site through seeding and watering.</li> <li>• Pave or apply gravel to any on-site haul roads.</li> <li>• Phase grading to prevent the susceptibility of large areas to erosion over extended periods of time.</li> <li>• Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.</li> <li>• Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.</li> <li>• Maintain a minimum 24-inch freeboard ratio on soils haul trucks or cover payloads using tarps or other suitable means.</li> </ul>	BO	B/C	B/C	A		2/4
6. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and Regional Water Quality Control Board [RWQCB]) daily to reduce PM <sub>10</sub> emissions, in accordance with SCAQMD Rule 403.	BO	C	C	A		4
7. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM <sub>10</sub> emissions.	BO	C	C	A		4
8. The construction contractor shall utilize electric or clean alternative fuel powered equipment where feasible.	BO	B/C	C	A		4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
9. The construction contractor shall ensure that construction-grading plans include a statement that work crews will shut off equipment when not in use.	BO	C	C	A		4
<b>B. Cultural Resources</b>						
1. An archeologist shall be retained to observe grading and construction activities and conduct salvage excavation of any archeological resources deemed necessary by the archaeologist. The archeologist shall be present at a pre-grading conference, establish procedures for archeological resource surveillance during grading and construction, and establish, in cooperation with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification and evaluation of all resources as deemed necessary by the archaeologist. If additional or unexpected archeological features are discovered, the archeologist shall report such findings to the Community Development Department. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in cooperation with the City that shall be taken for exploration and/or salvage. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Planning Director.	CP/BO	C	Review of report	A/D		3/4

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
2. If any paleontological resource (i.e. plant or animal fossils) are encountered before or during grading, the developer will retain a qualified paleontologist to monitor construction activities, to take appropriate measures to protect or preserve them for study. The paleontologist shall submit a report of findings that will also provide specific recommendations regarding further mitigation measures (i.e., paleontological monitoring) that may be appropriate. Where mitigation monitoring is appropriate, the program must include, but not be limited to, the following measures: <ul style="list-style-type: none"> <li>Assign a paleontological monitor, trained and equipped to allow the rapid removal of fossils with minimal construction delay, to the site full-time during the interval of earth-disturbing activities.</li> <li>Should fossils be found within an area being cleared or graded, divert earth-disturbing activities elsewhere until the monitor has completed salvage. If construction personnel make the discovery, the grading contractor should immediately divert construction and notify the monitor of the find.</li> <li>Prepare, identify, and curate all recovered fossils for documentation in the summary report and transfer to an appropriate depository (i.e., Los Angeles County Museum of Art (LACMA)).</li> <li>Submit summary report to City of San Dimas. Transfer collected specimens with a copy of the report to the Los Angeles County Museum of Art (LACMA).</li> </ul>	CP	B	Review of report	A/D		4
<b>C. Geology and Soils</b>						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. The site shall be treated with water or other soil-stabilizing agent (approved by SCAQMD and RWQCB) daily to reduce PM10 emissions, in accordance with SCAQMD Rule 403 or re-planted with drought resistant landscaping as soon as possible	BO	C	C	A		4
2. Frontage public streets shall be swept according to a schedule established by the City to reduce PM10 emissions associated with vehicle tracking of soil off-site. Timing may vary depending upon time of year of construction.	BO	C	C	A		4
3. Grading operations shall be suspended when wind speeds exceed 25 mph to minimize PM10 emissions from the site during such episodes.	BO	C	C	A		4
4. Chemical soil stabilizers (approved by SCAQMD and RWQCB) shall be applied to all inactive construction areas that remain inactive for 96 hours or more to reduce PM10 emissions.	BO	C	C	A		4
<b>D. Greenhouse Gas Emissions</b>						
1. The project developer shall divert at least 60 percent of the demolished and/or grubbed construction materials (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard) from the landfill.	BO	C	C	A		4
2. Prior to issuance of the first building permit, all project buildings shall be designed to exceed the California Building Code's (CBC) Title 24 energy standard by 15 percent.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
3. Prior to the issuance of the first building permit, the project developer shall devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures deemed appropriate by the Planning Director: <ul style="list-style-type: none"> <li>• Create water-efficient landscapes within the development.</li> <li>• Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls.</li> <li>• Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.</li> </ul>	BO	B	B	C		2
<b>E. Hydrology and Water Quality</b>						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
<p>1. The project development shall implement the following construction activities:</p> <p>a. Storm Water Pollution Prevention Plan (SWPPP) preparation is required for all construction projects one acre or greater and shall be submitted to the City Engineer for review prior to the issuance of grading permits. This SWPPP shall identify Best Management Practices (BMPs) that shall be used on-site to reduce pollutants during construction activities entering the storm drain system to the maximum extent practicable. If construction activity will disturb a ground surface area of 1 (one) acre or the project results in the disturbance of less than 1 (one) acre of soil but is part of a larger common plan of development or site that exceeds 1 (one) acre, then the project is subject to the requirements of the California General Permit for Storm Water Discharges Associated with Construction Activity. A Notice of Intent (NOI) is required to be filed with the State Water Resources Control Board (SWRCB) and a SWPPP is required to be prepared, implemented and available at the job site for review and verification at all times for such projects.</p> <p>b. For projects of any size, an erosion control plan shall be prepared, included with the grading plan, and implemented for the proposed project that identifies specific measures to control on-site and off-site erosion from the time ground disturbing activities are initiated through completion of grading. This erosion control plan shall include the following measures at a minimum: a) Specify the timing of grading and construction to minimize soil exposure to rainy periods experienced in southern California, and b) An inspection and maintenance program shall be included to ensure that any erosion which does occur either on-site or off-site as a result of this project will be corrected through a remediation or restoration program within a specified time frame.</p>	BO	B/C	B/C	C/A		2/4

c. During construction, temporary berms such as sandbags or gravel dikes must be used to prevent discharge of debris or sediment from the site when there is rainfall or other runoff.

d. During construction, to remove pollutants, street cleaning will be performed prior to storm events and the use of water trucks after storm events to control dust in order to prevent discharge of debris or sediment from the site.

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
2. The project development shall implement the following <i>post- construction operational activities</i> : All discretionary development and redevelopment projects that fall into one of the following categories (home subdivisions with 10 or more housing units) are subject to the preparation of a Standard Urban Storm Water Mitigation Plan (SUSMP). If the project falls under one of these categories and prior to issuance of building permits, the permit applicant shall submit to the City Engineer for approval a SUSMP based upon the design requirements as defined in the "Manual for the Standard Urban Storm Water Mitigation Plan (SUSMP)", September 2002 as published by the Los Angeles County Department of Public Works. Evidence of on-going maintenance of post-construction BMPs will be required in the form of a signed and notarized Maintenance Covenant. A copy of this form is available at the public counter.	BO	B	B	C		2
3. Landscaping plans shall include provisions for controlling and minimizing the use of fertilizers/pesticides/herbicides, landscaped areas shall be monitored and maintained by the Homeowners Association to ensure adequate coverage and stable growth, and schematic plans for these common areas shall be submitted to the City for review and approval prior to the issuance of grading permits.	BO	B/E	B/E	C/A		2/5
4. Prior to issuance of building permits, the applicant shall submit to the City Engineer for approval of a Water Quality Management Plan (WQMP), including a project description and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The WQMP shall identify the structural and non-structural measures.	BO	B	B	C		2

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
5. Prior to issuance of grading or paving permits, applicant shall obtain a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City Building Official for coverage under the NPDES General Construction Permit.	BO	B	B	C		2
<b>F. Noise</b>						
1. Construction or grading shall be limited to the hours of 7:00 a.m. and 8:00 pm weekdays, including Saturday. No construction shall be allowed on Sunday or a public holiday per San Dimas Municipal Code Section 8.36.100.	BO	C	During construction	A		4
2. Construction or grading noise levels shall not exceed the standards specified in Municipal Code Chapter 8.36. If noise levels exceed the above standards, then construction activities shall be reduced in intensity to a level of compliance with Municipal Code Chapter 8.36, or halted.	BO	C	During construction	A		4
3. All haul truck deliveries shall not take place between the hours of dusk and 7:00 a.m. on weekdays, including Saturday, any time on Sunday, or a city observed holiday. Additionally, if heavy trucks used for hauling exceed 100 daily trips (counting both to and from the construction site), the developer shall prepare a noise mitigation plan for approval by the Planning Director denoting any construction traffic haul routes. To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings.	PO/BO	C	During construction	A		4/7
<b>G. Transportation/Traffic</b>						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
1. Prior to the issuance of the first occupancy permit, the project Applicant/Developer shall pay its fair share, as noted, to complete the following improvements to the satisfaction of the City Engineer and the Director of Public Works: <ul style="list-style-type: none"> <li>At San Dimas Avenue/Foothill Boulevard provide a right-turn overlap signal phasing in the northbound direction.</li> <li>At westbound San Dimas Canyon Road/Foothill Boulevard stripe a right-turn lane and a right-turn overlap signal phasing.</li> </ul>	CE	D	During Construction	A		3
2. Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share of the installation cost for a new traffic signal at the project entrance at Foothill Boulevard and Walnut Avenue.	BO/CP	D	D	B		3

**Key to Checklist Abbreviations**

Responsible Person	Monitoring Frequency	Method of Verification	Sanctions
CDD - Community Development Director or designee	A - With Each New Development	A - On-site Inspection	1 - Withhold Recordation of Final Map
CP - City Planner or designee	B - Prior To Construction	B - Other Agency Permit / Approval	2 - Withhold Grading or Building Permit
CE - City Engineer or designee	C - Throughout Construction	C - Plan Check	3 - Withhold Certificate of Occupancy
BO - Building Official or designee	D - On Completion	D - Separate Submittal (Reports/Studies/ Plans)	4 - Stop Work Order
PO - Police Captain or designee	E - Operating		5 - Retain Deposit or Bonds
FC - Fire Chief or designee			6 - Revoke CUP
			7 - Citation

RESOLUTION NO. 2014-69

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING DEVELOPMENT PLAN REVIEW BOARD CASE NO. 13-20, PRECISE PLAN NO. 13-03 AND TREE REMOVAL PERMIT 13-27, A REQUEST TO DEVELOP 36 TWO-STORY SINGLE-FAMILY DETACHED RESIDENCES ON A 6.4 ACRE LOT AND THE REMOVAL OF 53 TREES FROM THE SITE LOCATED AT 299 EAST FOOTHILL BOULEVARD (APN'S: 8665-008-016 & -017 AND A PORTION OF 8665-007-900 & -905)**

**WHEREAS**, an application was filed for approval of a Development Plan Review Board Case by:

The Olson Company  
3010 Old Ranch Parkway, Ste. 100  
Seal Beach, CA 90740

**WHEREAS**, the Development Plan Review Board Case is described as:

A request to develop a non-gated community with 36 two-story, single-family detached residences on a 6.4 acre site. The homes will range in size from 2,175 sq. ft. to 2,475 sq. ft. on lots ranging in size from 3,365 sq. ft. to 6,040 sq. ft.

**WHEREAS**, the Development Plan Review Board Case, the Precise Plan and the Tree Removal Application applies to the following described real property:

299 East Foothill Boulevard an approximately 6.4 acre site. (APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905)

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, the City Council has received the report and recommendation of such agencies as have submitted information including the written report and recommendation of Staff, the Development Plan Review Board and the Planning Commission; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment.

**NOW, THEREFORE**, in consideration of the evidence received at the hearings, and for the reasons discussed by the Council at the hearings, and subject to the conditions attached as "Exhibit A", the City Council now finds as follows:

**DEVELOPMENT PLAN REVIEW FINDINGS –**

- A. The development of the site in accordance with the development plan is suitable for the use or development intended.

The subject property is zoned Specific Plan No. 27, which has been created for the subject residential development proposal. The site will facilitate the development of 36 single-family detached residences on small lots with common open space amenities. Each unit will provide for two enclosed parking spaces within individual private garages and two parking spaces within the driveway. The development will also have three common open spaces for leisure recreational uses for the residents. The housing development will be in accordance with the development standards of Specific Plan No. 27 and the Standards of Review of Chapter 18.12 of the Municipal Code.

- B. The total development is so arranged as to avoid traffic congestion, ensure the public health, safety and general welfare, and prevent adverse effects on neighboring property.

The subject property is proposed to be developed as a non-gated community with 36 two-story, single-family detached residences on a 6.4 acre site. The homes will range in size from 2,175 sq. ft. to 2,475 sq. ft. on lots ranging in size from 3,365 sq. ft. to 6,040 sq. ft. The site will be accessed from an extension of Walnut Avenue, north of Foothill Boulevard which will be able to handle the additional traffic created by the project. The project will be required to provide sewer connection and underground utilities to the residences helping to improve the safety and general welfare of the future residents. The project has also taken into consideration the privacy issue with the neighbors to the west and will move the multi-use trail as close as possible to Walnut Avenue and provide for a lush landscape buffer between their rear yards and the trail helping to prevent adverse effects.

The project site will be accessed from Foothill Boulevard by an extension of Walnut Avenue

- C. The development is consistent with all elements of the general plan and is in compliance with all applicable provisions of the zoning code and other ordinances and regulations of the City.

The proposed development has been designed in accordance with Development Standards of Specific Plan No. 27, the Scenic Highway Overlay Zone Chapter 18.108, and the Standards of Review in Chapter

18.12.060 and the amended General Plan Land Use designation of Single Family Low (3.1 – 6 Units to the acre).

**WHEREAS**, pursuant to San Dimas Zoning Code Section 18.162.070 in recommending approval of Tree Removal Permit 13-27, the following Finding needs to be made:

*It is reasonable to remove the tree because of its continued existence at the location prevents the reasonable development of the subject property.*

An application has been submitted for the removal of 53 of the 56 trees on-site. Some of these trees do not meet the definition of “Mature Tree” per the City’s Tree Preservation Ordinance but were included to provide a comprehensive overview. All the trees appear to be volunteer; none were planted as part of a development plan. Of the “Mature Trees” only 17 are considered to be in fair to good health but due to the grading, site improvements, building and road placement, removal of the 53 trees is warranted. The trees proposed for removal cannot be preserved in place nor are they of a quality specimen that they should be replanted on site. There are three trees, Nos. 34, 58, and 59, that will be preserved in place; Nos. 34 & 59 being large Oak species.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves Development Plan Review Board Case Number 13-20, Precise Plan No. 13-03 and Tree Removal Permit 13-27, subject to the applicant’s compliance with Conditions in “Exhibit A”, attached hereto and incorporated herein. A copy of this Resolution shall be mailed to the applicant.

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

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF DECEMBER 2014.**

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

**ATTEST:**

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Debra Black, Deputy City Clerk

**I, DEBRA BLACK, DEPUTY CITY CLERK** of the City of San Dimas, do hereby certify that Resolution No. 2014-69 was passed and adopted at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Debra Black, Deputy City Clerk

## EXHIBIT A

**Conditions of Approval  
for  
DPRB Case No. 13-31,  
Precise Plan No. 13-03 &  
Tree Permit Removal 14-05**

**PLANNING DIVISION - (909) 394-6250****GENERAL**

1. The Applicant/Developer shall agree to defend at his sole expense any action brought against the City, its agents, officers or employees because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers or employees for any Court costs and attorney's fees which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.
2. The Applicant/Developer shall be responsible for any City Attorney costs incurred by the City for the project, including, but not limited to, consultations, and the preparation and/or review of legal documents. The applicant shall deposit funds with the City to cover these costs in an amount to be determined by the City.
3. Copies of the signed City Council Resolution of Approval No. 2014-69 and Conditions of Approval shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect.
4. The Applicant/Developer shall comply with all requirements of the Specific Plan No. 27.
5. The building permits for the first phase of this project must be issued within one year from the date of approval or the approval will become invalid. A time extension may be granted under the provisions set forth in Chapter 18.12.070 F. Building permits for each of the two (2) remaining phases must be issued within 180 days from the final of the previous phase.

6. The Applicant/Developer shall sign an affidavit accepting all Conditions and all Standard Conditions before issuance of building permits.
7. The Applicant/Developer understands that the Planning Commission has conceptually approved the site plan and architectural plans of the residences but has referred the Development Plan Review Board Case No. 13-20 and Precise Plan No. 13-03 back to the DPRB for review of the final site plan layout and architectural detail of the residences. The Applicant/Developer shall work with Staff to address their concerns outlined in the Staff Report prior to the Board's review.
8. All parking provided shall meet the requirements of Specific Plan No. 27 and parts of Section 18.156, Parking (et. seq.) of the San Dimas Municipal Code.
9. The Applicant/Developer shall comply with all City of San Dimas Business License requirements and shall provide a list of all contractors and subcontractors that are subject to business license requirements.
10. The Applicant/Developer shall comply with all Conditions of Approval as approved by the City Council on December 9, 2014.
11. Graffiti shall be removed within 72 hours.
12. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours.
13. The Applicant/Developer shall submit a construction access plan and schedule for the development of all lots for Directors of Development Services and Public Works approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.
14. Decorative block walls with an average height of six feet, in addition to other types of fencing, shall be constructed along and within the project as presented in the Fencing Plan. If a double wall condition would result, the developer shall make a good faith effort to work with the adjoining property owners to provide a single wall. Applicant/Developer shall notify, by mail, all contiguous property owners at least 30 days prior to the removal of any existing walls/ fences along the project's perimeter.
15. During grading and construction phases, the construction manager shall serve as the contact person in the event that dust or noise levels become disruptive to local residents. A sign shall be posted at the project site with the contact phone number.

16. Residential projects of five or more units shall comply with the state Model Ordinance adopted pursuant to the California Solid Waste Reuse and Recycling Access Act of 1991. This shall include adequate, accessible, and convenient areas for collecting and loading recyclable materials. Recycling programs shall be implemented in coordination with the trash company. Program shall include weekly collection of recyclable material using any combination of bins or 96-gallon waste containers (residential) in sufficient numbers to contain recyclables generated each week.
17. The Applicant/Developer shall comply with the mitigation measures and the mitigation monitoring program to the satisfaction of the Director of Development Services.

## **DESIGN**

18. Building architecture and site plan shall be consistent with plans presented to the Development Plan Review Board on (date) provided that the Director of Development Services is authorized to make revisions consistent with the San Dimas Municipal Code.
19. A uniform hardscape and street furniture design including seating benches, trash receptacles, free-standing potted plants, bike racks, light bollards, etc., shall be utilized and be compatible with the architectural style. Detailed designs shall be submitted for Planning Division review and approval prior to the issuance of building permits.
20. Plans for all exterior design features, including, but not limited to, doors, windows, mailboxes and architectural treatments, shall be submitted to the Planning Division for review and approval before issuance of building permits.
21. The lighting fixture design shall compliment the architectural program. Location and type of exterior lighting fixtures shall be submitted by the developer to the Planning Division for review and approval prior to installation.
22. The Applicant/Developer shall install the street and parking lot lighting in accordance with a lighting plan showing illumination levels and lighting distribution, as approved by the Planning Division. Shielding shall be implemented where appropriate to reduce light emissions onto adjoining properties. A lighting plan shall be submitted for review and approval, in addition to a \$1,500 deposit for review of the plans.
23. Gas meters, backflow prevention devices and other ground-mounted mechanical or electrical equipment installed by the Applicant/Developer

shall be inconspicuously located and screened, as approved by the Director of Development Services. Location of this equipment shall be clearly noted on landscape construction documents.

24. All fencing shall be installed before a Certificate of Occupancy will be issued.
25. Downspout pipes shall be concealed to the greatest extent possible within architectural features of the building. When downspout pipes exit the building within the landscaped area, a splash pad shall be provided subject to review and approval by the Planning Division.
26. All exterior building colors shall match the color and material board on file with the Planning Division. Any revision to the approved building colors shall be submitted to the Planning Division for review and approval.
27. The Applicant/Developer shall underground all new utilities, and utility drops, and shall underground existing overhead utilities to the closest power pole off-site to meet the intent of the Code and City practice to the satisfaction of the Director of Community Development.

## **LANDSCAPE**

28. The Applicant/Developer shall submit to the Planning Division, prior to the issuance of building permits, detailed landscaping and automatic irrigation plan prepared by a State registered Landscape Architect, in addition to a \$2,500 deposit for review of the plans. Water efficient landscapes shall be implemented in all new and rehabilitated landscaping in single-family and multi-family projects, and in private development projects that require a grading permit, building permit or use permit, as required by Chapter 18.14 of the San Dimas Municipal Code.
29. All landscaping and automatic irrigation shall be installed and functional prior to occupancy of the building(s) in each phase, in accordance with the plans approved by the Planning Division.
30. The Applicant/Developer shall show all proposed transformers on the landscape plan. All transformers shall be screened with landscape treatment such as trellis work or block walls with climbing vines or City approved substitute.
31. All slopes over three- (3) feet in vertical height shall be irrigated and landscaped as approved by the Planning Division.
32. No trees shall be removed other than those indicated on the approved set of landscape plans.

**BUILDING DIVISION – (909) 394-6260**

33. The Developer/Applicant shall comply with the 2013 edition of the codes as adopted by reference by the City of San Dimas: California Green Building Standards Code, California Residential Code, California Mechanical Code, California Plumbing Code, and California Electrical Code.
34. The Developer/Applicant shall comply with the latest California Title 24 Energy requirements for all new lighting, insulation, and mechanical equipment and submit calculations at time of initial plan review.
35. The Developer/Applicant shall submit to the Building Division of the City of San Dimas plans to be forwarded for review by the Los Angeles County Fire Department for fire sprinklers and gated entry requirements. Comply with all construction requirements for Very High Fire Severity Zone as applicable.
36. The Developer/Applicant shall comply with the latest disabled access regulations as found in Title 24 of the California Code of Regulations and the Americans with Disabilities Act for any applicable accessible features that may be required for common use areas.
37. Pool plans to be submitted and approved by LA County Health Department prior to submittal to City for review or concurrently with City review.
38. Phased occupancy shall not be granted until all improvements required as part of the approval have been completed in full for each phase, and approved or finalized by the appropriate department. A phasing plan shall be submitted for approval by the Director of Development Services prior to issuance of building permits.
39. The Developer/Applicant shall submit a Precise Paving Plan for the proposed development to be reviewed and approved by the City Engineer and the Director of Development Services.
40. The Developer/Applicant shall submit Rough Grading and Precise Grading Plans for the proposed development to be reviewed and approved by the City Engineer and the Director of Development Services.
41. Prior to the issuance of any grading or building permits, the Developer/Applicant shall submit an Engineering Geology/Soils Report that includes an accurate description of the geology of the site and conclusions and recommendations regarding the effect of the geologic conditions on the proposed development and include a discussion of the expansiveness of the soils and recommended measures for foundations and slabs on grade to resist volumetric changes of the soil. This report shall also include

recommendations for surcharge setback requirements in the area of ungraded slopes steeper than five horizontal to one vertical.

42. Building foundation inspections shall be performed after survey stakes are in place and a final soils report have been filed with the City and approved. All drainage facilities must be operable.
43. Construction calculations house lateral analysis shall be required at the time plans are submitted for plan check. Electrical schematic and load list and plumbing (drainage, water, gas) schematics will be required before issuance of electrical or plumbing permits.
44. Any applicable fees shall be paid to Bonita School District in compliance with Government Code Section 65995.
45. Construction hours shall be limited to between 7:00 a.m. and 8:00 p.m., and shall be prohibited at any time on Sundays or public holiday, per San Dimas Municipal Code Section 8.36.100.
46. Prior to removing the existing structures on the property, the Developer/Applicant shall obtain a Demolition Permit from the Building and Safety Division.
47. Applicant to submit an Edison site electrical plan (if any new transformer or above-ground electrical equipment is proposed) as soon as available for City review. Plan to be coordinated with all other plans (grading, building, and landscape)
48. Applicant to submit a site fencing plan that is consistent with the City fencing standards. Pool fencing to comply with barrier requirements and to be submitted for review.

#### **ENGINEERING DIVISION – (909) 394-6240**

49. The Applicant/Developer shall provide a signed copy of the City's certification statement declaring that the contractor will comply with Minimum Best Management Practices (BMPs) required by the MS4 permit for Los Angeles County as mandated by the National Pollutant Discharge Elimination System (NPDES).
50. The Applicant/Developer shall install sanitary sewers to serve the entire development to the specifications of the City Engineer. The Applicant/Developer shall obtain a sewer easement from the adjacent property owner for the required sewer outlet and/or install a sewer pump to services the development.

- 51. The Applicant/Developer shall Contact the Los Angeles County Sanitation District for any required annexation, extension, or sewer trunk fee. Connection to public sewer will be allowed after all applicable City and County fees have been paid and permits issued. Proof of payment/clearance is required before the City will issue any sewer permit.
- 52. The Applicant/Developer shall provide drainage improvements to carry runoff of storm waters in the area proposed to be developed, and for contributory drainage from adjoining properties to be reviewed and approved by the City Engineer. The proposed drainage improvements shall be based on a detailed Hydrology Study conforming to the current Los Angeles County methodology. The designed drainage facilities within the Public Right of Way shall be a “Miscellaneous Transfer Drain”, subject to all reviews, approval and acceptance by the Los Angeles County Director of Public Works. Therefore, the Applicant/Developer shall deposit the following amount with the City of San Dimas to cover the current County’s Miscellaneous Transfer Drain fees:

a.	Storm Drain Transfer Processing Fees	\$	1,621.00
b.	Quitclaim Easement Document Processing Fee	\$	6,653.00

The Applicant/Developer shall also be responsible for all County fees collected pursuant to Section 21.44.065 (3) of Title 21 of the County Code as well as any City of San Dimas costs incurred for inspection and processing of the drain transfer to the County. Separate permits from LACDPW/Army Corps. of Engineers is required for connection to the flood control channel.

- 53. The Applicant/Developer shall provide street lights, street name signs and stop signs in accordance with the standards of the City.
- 54. The Applicant/Developer shall provide full street improvements on all streets within the limits of the development. Improvements to include curbs and gutters, sidewalks, medians, and paving according to City standards, as shown in the following table:

Street Name	Curb & Gutter	Pavement A.C.	Side-walk	Approach Drive	Lights	Street Trees	Multi-use Trail	Median Island	Bike Trail	Other
"A" Drive (Private)	x	x	x	x	x					
"B" Drive (Private)	x	x	x	x	x					
Walnut Avenue (Public)	x	x	x	x	x	x	x			
<b>Notes:</b>	Walnut Avenue improvements shall be extended to the southern boundaries of Horsethief Canyon Park.									
	The Applicant/Developer shall install sufficient mature trees (minimum 24 inch box) along the west property line to provide a privacy screen. Final species, quantity and size shall be determined during the plan check process.									

55. The Applicant/Developer shall offer to dedicate all street right-of-way as shown on the Tentative Map. ("A" & "B" Drive shall be private and future streets must be designed to accommodate turnaround and security gates).
56. The Applicant/Developer shall provide mailboxes per the Postmaster requirements. Mailbox locations are subject to the approval of the local postmaster and the City Engineer.
57. The Applicant/Developer shall submit water plans to be reviewed and approved by the City Engineer and the Los Angeles County Fire Department.
58. The Applicant/Developer shall be responsible for any repairs within the limits of the development, including but not limited to streets and paving, curbs and gutters, sidewalks, and street lights as determined by the City Engineer and Public Works Director.
59. All work adjacent to or within the public right-of-way shall be subject to review and approval of the Public Works Director and the work shall be in accordance with applicable standards of the City of San Dimas; i.e. Standard Specifications for Public Works Construction (Green Book) and the California Manual of Uniform Traffic Control Devices (CA MUTCD), and further that the construction equipment ingress and egress be controlled by a plan approved by Public Works.

60. For projects that disturb one (1) acre or greater of soil, or projects that disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, the project must obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity, Construction General Permit Order 2012-0006-DWQ (as amended by all future adopted Construction General Permits). The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Developer must submit a Notice of Intent and Waste Discharger's Identification (WDID) number as evidence of having applied with the Construction General Permit before the City will issue a grading permit. The project proponent is ultimately responsible to comply with the requirements of Order No. 2012-0006-DWQ, however, the City shall have the authority to enter the project site, review the project SWPPP, and require modifications and subsequent implementations to the SWPPP in order to prevent polluted runoff from leaving the project site onto public or private property.
61. For all projects subject to Standard Urban Stormwater Mitigation Plan (SUSMP) regulations, Applicant/Developer must submit a site-specific drainage concept and stormwater quality plan to mitigate post-development stormwater.
62. A fully executed "Maintenance Covenant for SUSMP Requirements" shall be recorded with the L.A. County Registrar/Recorder and submitted to the Public Works Department prior to the Certificate of Occupancy. Covenant documents shall be required to include an exhibit that details the installed treatment control devices as well as any site design or source control Best Management Practices (BMPs) for post construction. The information to be provided on this exhibit shall include, but not be limited to:
  - i. 8 ½" x 11" exhibits with record property owner information.
  - ii. Types of BMPs (i.e., site design, source control and/or treatment control) to ensure modifications to the site are not conducted without the property owner being aware of the ramifications to BMP implementation.
  - iii. Clear depiction of location of BMPs, especially those located below ground.
  - iv. A matrix depicting the types of BMPs, frequency of inspection, type of maintenance required, and if proprietary BMPs, the company information to perform the necessary maintenance.
  - v. Calculations to support the sizing of the BMPs employed on the project shall be included in the report. These calculations shall

correlate directly with the minimum treatment requirements of the current MS4 permit. In the case of implementing infiltration BMPs, a percolation test of the affected soil shall be performed and submitted for review by the City Engineer.

- vi. This document shall be reviewed by and concurred with Public Works to ensure the covenant complies with the MS4 Permit.
63. Los Angeles County Fire Department recommendations shall be incorporated as requested, except that the City Engineer may approve revisions where deemed appropriate provided that said revisions still provide adequate fire safety.

#### **PARKS & RECREATION – (909) 394-6230**

64. The Applicant/Developer shall install a multi-use trail to City Standards within the proposed public right-of-way on the west side of the Walnut Avenue extension.
65. The Applicant/Developer shall provide street trees, with permanent irrigation system, throughout the development. The species, container size and location shall be designated by the City, as approved by the City Arborist.
66. The Applicant/Developer shall comply with City regulations regarding payment of Park, Recreation and Open Space Development Fee per SDMC Chapter 3.26. Fees shall be paid prior to issuance of building permits for each of the phases; the project has three (3) phases.
67. The Subdivision Applicant/Developer shall comply with Chapter 17.36 of the San Dimas Municipal Code regarding Park Land Dedication (Quimby Act). The City may require fees in lieu of land or a combination thereof based on the market value of the land to be dedicated. Fees shall be paid prior to recordation.

#### **TREE PERMIT REMOVAL 14-05**

68. The applicant shall comply with all requirements of the Tree Preservation Ordinance (Chapter 18.162).
69. The approval of the Development Plan Review Board is for the removal of 53 tree(s) located at 299 E. Foothill Boulevard, as shown on the submitted site plan.
70. The applicant shall sign and return to the Planning Department the attached affidavit accepting all conditions prior to removal of the trees.

71. Arborists or tree removal companies shall have a valid City business license prior to performing any work in the City.
72. Trees No. 34 – Coast Live Oak, No. 58 – Carrotwood, and No. 59 – Coast Live Oak shall be preserved in-place in accordance with San Dimas Municipal Code Section 18.162.100 and proper arborist practices.
73. A (2:1) tree replacement ratio is required on the subject property. A minimum of 15 gallon size, shall be replanted on the subject property, as shown on the submitted tree replacement plans. \*For the purpose of replacement trees, fruit trees are not considered canopy trees. Additional trees will be planted as part of the development that will exceed the 2:1 tree replacement ratio.
74. After removal of the tree(s), the tree stump(s) must be ground down to be flush with the surrounding land.
75. The applicant shall contact the Planning Department after all the replacement trees and irrigation systems have been installed for Final Inspection and approval.

**END OF CONDITIONS**

**ORDINANCE NO. 1233**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 36 SINGLE-FAMILY RESIDENTIAL LOTS WITHIN SPECIFIC PLAN NO. 27

**WHEREAS**, an application was filed for a Development Agreement by:

The Olson Company  
3010 Old Ranch Parkway, Ste. 100  
Seal Beach, CA 90740

**WHEREAS**, the Development Agreement relates to General Plan Amendment 13-01, Municipal Code Text Amendment 13-08, Zone Change 13-01, Tentative Tract Map 72368 (TTM 13-01), Development Plan Review Board Case No. 13-20, Precise Plan No. 13-03 and Tree Removal No. 13-27 to allow the development of 36 single-family residential lots located at 299 East Foothill Boulevard (APN's: 8665-008-016 & -017 and a portion of 8665-007-900 & -905) within Specific Plan No. 27; and

**WHEREAS**, notice was duly given of the public hearing on the matter and that public hearing was held on December 9, 2014, at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

**WHEREAS**, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment; and

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

A. The Development Agreement is in the best interests of the City, promoting the public interest and welfare, and the terms of the agreement have been found by the City to be fair, just and reasonable. The land proposed for sale is approximately 20,000 sq. ft. that is at the base of a slope that is not viable for any recreational use nor is readily accessible to park users. The agreement and the development will provide economic benefits upon construction and completion, provide access to Horsethief Canyon Park via the multi-use trail, provide improved drainage and provide a requirement for timely construction of the development's infrastructure.

B. With approval of the resolutions approving General Plan Amendment 13-01, Municipal Code Text Amendment 13-08, Zone Change 13-

01, Tentative Tract Map 72368 (TTM 13-01), Development Plan Review Board Case No. 13-20, Precise Plan No. 13-03 and Tree Removal No. 13-27, the Development Agreement is consistent with applicable provisions of the General Plan and Specific Plan No. 27 zoning. Specifically, the density, location of access and lots, building pads, grading, and multi-use trail shall be consistent with the General Plan and Specific Plan.

**PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED** that the City Council approves the Development Agreement as attached hereto as Exhibit "A".

The City Clerk shall certify to the adoption of this Ordinance.

**PASSED, APPROVED AND ADOPTED THIS XX<sup>th</sup> DAY OF JANUARY 2015.**

---

Curt Morris, Mayor of the City of San Dimas

---

Debra Black, Deputy City Clerk

I, DEBRA BLACK, DEPUTY CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No.1233 was regularly introduced at the regular meeting of the City Council held on the 9<sup>th</sup> day of December 2014, and was thereafter adopted and passed at the regular meeting of the City Council held on \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1233, to be published in the Inland Valley Daily Bulletin.

---

Debra Black, Deputy City Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of San Dimas  
245 East Bonita Avenue  
San Dimas, California 91773  
Attn: City Clerk

No Recording Fee (Government Code Section 6103)

---

(Space above for recorder's use)

**Agreement No. 2014-**  
**DEVELOPMENT AGREEMENT**

by and between

CITY OF SAN DIMAS,  
a general law city and municipal corporation

and

OLSON URBAN HOUSING,  
a Delaware limited liability company

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## EXHIBITS

- Exhibit A Description of the Property
- Exhibit B Location Map
- Exhibit B-1 Location of City Property
- Exhibit B-2 Description of City Property
- Exhibit C Developer Fees as of Effective Date
- Exhibit D Enabling Resolution
- Exhibit E Proforma Title Policy

DRAFT

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement” or “Development Agreement”) is made and entered into as of \_\_\_\_\_, 2014, by and between the CITY OF SAN DIMAS, a general law city and municipal corporation (“City”), and OLSON URBAN HOUSING, a Delaware limited liability company (“Developer”) pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. The City and Developer are individually referred to herein as a “Party” and collectively referred to as the “Parties.”

### RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

(a) Developer has contractual rights to acquire certain real property which is located in the City, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and is shown on the location map attached hereto as Exhibit B (hereafter “Property”); and

(b) Pursuant to the terms of this Agreement, Developer has the right to acquire approximately Twenty Thousand (20,000) square feet of property from the City adjacent to the Property, which property is depicted on Exhibit B-1 and more particularly described in Exhibit B-2 attached hereto and incorporated herein by reference (the “City Property”). Pursuant to the terms of this Agreement, Developer is entitled to seek Project-related approvals with respect to the City Property pending the acquisition thereof. At such time that Developer becomes fee owner of the City Property, the City Property shall become part of the “Property” for purposes of this Agreement. The Parties agree that this is a sufficient beneficial interest for the City Property to be included in this Agreement.

(c) Developer desires to construct a Project (as hereinafter defined) on the Property consisting, among other improvements and amenities, of thirty-six (36) detached single family homes on separate fee lots; and

(d) Concurrently with or prior to approval of this Agreement, City has approved and/or adopted the General Plan Amendment, the Zone Change, the Specific Plan, the Precise Plan, the TTM, and the other Project Approvals (as all of the foregoing terms are hereinafter defined) applicable to the Project; and

(f) The Project is fully described in the Project Approvals, which are on file with the City; and

(g) Developer’s TTM and other Project Approvals allowing construction of the Project have been conditionally approved concurrently herewith, and the Conditions of Approval (as hereinafter defined) applicable thereto have been identified; and

(h) Developer has applied to the City for approval of this Agreement pursuant to the provisions of the Development Agreement Act (as hereinafter defined), the Enabling Resolution (as hereinafter defined), and other applicable laws; and

(i) The City is authorized pursuant to the Development Agreement Act and other applicable laws to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property as therein described; and

(j) The City desires to obtain the binding agreement of the Developer for the development of the Project in accordance with the provisions of this Agreement; and

(k) Developer desires to obtain the right to acquire the City Property and the vested right from the City to allow Developer to develop the Project in accordance with the provisions and requirements of this Agreement, the Project Approvals, the Conditions of Approval and the Applicable Rules (as hereinafter defined), including only those modifications, changes or additions to those Applicable Rules permitted or required by this Agreement; and

(l) The Planning Commission and the City Council of the City have each conducted a duly noticed public hearing to consider the approval of this Agreement pursuant to Government Code Section 65867 and each has found that the provisions of this Agreement are consistent with the City's adopted plans and policies, the General Plan (as hereinafter defined), and the Specific Plan; and

(m) An environmental review has been conducted and completed with regard to the Project in accordance with CEQA (as hereinafter defined), including all State and local guidelines; and

(n) This Agreement is in furtherance of the public health, safety and welfare of the residents of the City and the surrounding region, and will serve the public interest, convenience and necessity of the City and its residents and the surrounding region; and

(o) The City Council has specifically considered and approved the impact and benefits of the Project upon the welfare of the City and the region; and

(p) This Agreement will serve to eliminate uncertainty in planning and will provide for the orderly development of the Project in a manner consistent with the Applicable Rules and the General Plan and Specific Plan; and

(q) This Agreement will provide Developer with the assurance that it can complete the Project and that the Project will not be changed, delayed or modified after the Effective Date (as hereinafter defined) of this Agreement, except pursuant to the provisions of this Agreement; and

(r) The Project will provide substantial benefit to the City by providing, without limitation, increased tax and other revenues, the construction and dedication of public improvements, and the creation of job opportunities for residents of the City.

### AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and the Enabling Resolution, and in consideration of the premises

and mutual promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby acknowledged and affirmed by the Parties and are incorporated herein as a substantive term of this Agreement.

Section 2. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

2.1 "Applicable Rules" means, as provided in Government Code Section 65866, the rules, regulations, and official policies, including but not limited to those contained in the City's General Plan (as Amended by the Project Approvals), Municipal Code (as Amended by the Project Approvals), Specific Plan No. 27 (as adopted by the Project Approvals), Precise Plan and Zoning Regulations (defined below), governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to development of the Property, whether adopted by the City Council or the voters in an initiative, which are in force as of the Effective Date of this Agreement. During the term of this Agreement and except as otherwise expressly provided herein, (1) the permitted uses of the Property; (2) the density or intensity of that use; (3) the maximum height and size of proposed buildings on the Property; and (4) the provisions for reservation or dedication of land for public purposes applicable to the Property shall be those provided by the "Project Approvals" (as defined below), including, without limitation, the "General Plan" (as defined below), the "Specific Plan" (as defined below), the "Zone Change" (as defined below), the "Precise Plan" (as defined below), and the TTM. Applicable Rules shall also mean and include all Processing Fees (as hereinafter defined) in effect from time to time during the term of this Agreement and there shall be no limit upon the Processing Fees payable with respect to the Project by virtue of this Agreement; provided that, as further provided in this Agreement below, so long as this Agreement remains in effect or ten (10) years from and after the Effective Date of this Agreement, whichever is less,, no new Development Fees other than those shown on Exhibit C attached hereto and no increase in the Development Fees shown on said Exhibit C shall be imposed upon the Project in connection with its development. Notwithstanding anything above contained in the definition of the Applicable Rules which appears to be to the contrary, (i) this Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations and policies which do not conflict with the Project Approvals or Applicable Rules applicable to the Property as set forth herein ("New Rules"), nor prevent the City from denying or conditionally approving any subsequent development project application on the basis of such New Rules (except this shall not apply to Minor Modifications), and (ii) this Agreement shall not prevent the City from imposing reasonable conditions or restrictions on future tentative subdivision or parcel maps and/or conditional use permits where such conditions or restrictions are necessary to avoid putting the residents of the Project or the area immediately surrounding the Project in a condition which would adversely impact their health or safety, or both, based on objective and identified health and safety standards. Notwithstanding anything

herein to the contrary, the Developer Parties specifically acknowledge and agree that the construction of the Project shall be subject to any adoption or update of building, electrical, mechanical, fire, pool or other similar uniform codes of uniform citywide scope and application which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including all applicable California Building Standards Codes (as defined below). Nothing in this Agreement deprives Developer of any rights it may have under Government Code Section 66474.2(a) and nothing in this Agreement constitutes a waiver by Developer of such rights.

2.2 “California Building Standards Codes” means those building, electrical, mechanical, fire, pool and other similar regulations, which are mandated by state law and which become applicable throughout the City, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, and the California Fire Code (including those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable City-wide).

2.3 “CEQA” means the California Environmental Quality Act (California Public Resources Code Section 21000, et seq.) (the “Act”) and the guidelines promulgated by the Governor’s Office of Planning and Research in accordance with said Act (the “Guidelines”), as they now exist or may hereafter be amended.

2.4 “City Manager” shall mean the City Manager of the City, or his designee.

2.5 “Conditions of Approval” shall mean those conditions of approval imposed by the City upon the Project Approvals as of the date hereof, as they may be amended or modified by the City upon Developer’s application prior to recording of the Final Map including all requirements of a mitigation monitoring program, if any, and any additional conditions of approval hereafter imposed on the Project consistent with Section 5.1.2 below.

2.6 “Developer Fees” mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, et seq., of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees or any third party fees imposed by other agencies or jurisdictions even if collected by the City on behalf of those entities, such as school fees and similar third party fees. The Developer Fees in effect as of the Effective Date of this Agreement are listed on Exhibit C, which is incorporated into this Agreement by this reference. The Developer Fees listed on Exhibit C and in the amount set forth on Exhibit C are the only Developer Fees that the City may impose or levy on the Project and no new or increased Developer Fees first adopted by the City after the Effective Date of this Agreement shall be applicable to the Project for as long as this Agreement remains in effect or for ten (10) years from and after the Effective Date of this Agreement, whichever is less.

2.7 “Development Agreement” or “Agreement” means this Agreement.

2.8 “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

2.9 “Discretionary Action(s)” or “Discretionary Approval(s)” means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

2.10 “Effective Date” shall mean the date this Agreement, fully executed, is recorded in the Office of the Recorder of Los Angeles County.

2.11 “Enabling Resolution” means Resolution No. 2010-62 adopted by the City Council on November 23, 2010 (Exhibit D hereto).

2.12 “General Plan” means the General Plan of the City, as amended by the City prior to or concurrent with this Agreement.

2.13 “General Plan Amendment” means that certain General Plan amendment 13-01 approved by the City Council by Resolution No. 2014-\_\_.

2.14 “Ministerial Permit(s)” or “Ministerial Approval(s)” mean a permit or approval including, but not limited to, building permits, encroachment permits, grading permits, zone clearances and certificates of occupancy, which require the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

2.15 “Mortgagee” means a mortgagee of a mortgage or a beneficiary under a deed of trust encumbering all or a portion of the Property.

2.16 “Phase” shall mean any discrete portion or part of the Project developed by the Developer or any successor in interest thereto.

2.17 “Precise Plan” means Precise Plan No. 13-03 as approved by the City prior to or concurrent with this Agreement pursuant to Resolution No. \_\_\_\_.

2.18 “Processing Fees” means all processing fees and charges required by the City including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

2.19 “Project” means the project as described in the General Plan Amendment, the Specific Plan, the Zone Change, The Precise Plan, the TTM and the other Project Approvals.

2.20 “Project Approvals” shall mean, collectively, the General Plan Amendment, the Zone Change, the Specific Plan, the Precise Plan, the TTM, this Agreement and

any other plans, maps, permits and entitlements of every kind and nature specifically applicable to the Project, including Tree Removal Permit 13-27, and shall also include any subsequent project specific approvals obtained by the Developer. To the extent that any of the Project Approvals are amended, from time to time, "Project Approvals" shall include, if Developer consents thereto in writing, such matters as so amended. If this Agreement is required by law to be amended in order for "Project Approvals" to include any such amendments, then "Project Approvals" shall not include such amendments unless and until this Agreement is so amended.

2.21 "Property" means the real property described on Exhibit A and shown on the Location Map attached as Exhibit B. Upon Developer obtaining fee title to the City Property, the City Property, as depicted on Exhibit B-1 and described on Exhibit B-2, shall be deemed part of the "Property" for the purpose of this Agreement.

2.22 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date with respect to development or use of the Project that may be in conflict with the Applicable Rules, but are: (1) necessary to prevent or remedy conditions which the City has found to pose an imminent and material risk to the public health or safety based on objective and identified health and safety standards; (2) necessary to implement California Building Standards Codes; (3) necessary to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) agreed to or consented to by Developer; or (5) are City-wide fees or charges of general applicability other than new or increased Developer Fees which are inapplicable to the Project in accordance with the provisions of this Agreement.

2.23 "Specific Plan" means Specific Plan No. 27, as approved by the City prior to or concurrent with this Agreement pursuant to Ordinance No. \_\_\_\_.

2.24 "Term" means the term of this Agreement, which shall commence on the Effective Date of this Agreement and shall terminate ten (10) years from and after the Effective Date of this Agreement unless modified or extended as set forth in this Agreement or by mutual written consent of the Parties hereto. If any party other than Developer initiates litigation that challenges the Project or the Existing Project Approvals, then Developer will have the right to toll commencement of the Term. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Project Approvals, or (2) the litigation is dismissed with prejudice by all parties, whichever occurs first.

2.25 "TTM" means that certain Tentative Tract Map No. 72368 (TTM 13-01), dated \_\_\_\_\_, 2014, for the subdivision of the Property and the City Property into 48 residential lots, lettered common area lots, and related improvements, approved by the City Council pursuant to Resolution No. 2014-\_\_\_\_.

2.26 "Zone Change" means Zone Change 13-01, as approved by the City prior to or concurrent with this Agreement pursuant to Ordinance No. \_\_\_\_.

2.27 “Zoning Regulations” shall mean the official zoning regulations of the City.

Section 3. Recitals of Premises, Purpose and Intent.

3.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorized any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

3.2 Property Ownership. The Developer has a legal and equitable interest in the Property and the City Property and thus is qualified to enter into and be a party to this Agreement. Upon becoming fee title owner of the City Property, such property shall be deemed part of the Property.

3.3 Development of the Property. It is the Parties’ understanding that Developer intends to develop the Property as described in the Project Approvals. The Parties hereby agree that, for the Term of this Agreement, the Developer shall have a vested right to develop the Property and the Project in accordance with, and to the extent of, the Project Approvals, the Applicable Rules, the Conditions of Approval and this Agreement.

3.4 Public Objectives. In accordance with the legislative findings set forth in Section 65864 of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the Applicable Rules and the Project Approvals in a manner which is consistent with the surrounding community. Moreover, this Agreement will eliminate uncertainty in planning for and will secure orderly development of the Project, assure installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

#### Section 4. Project Development.

4.1 Project Development; Entitlement to Develop. Developer may develop the Property or any portion thereof with a development of lesser height or density than that currently approved, provided that such development otherwise complies with the Applicable Rules and this Agreement.

The City has determined that the Project is consistent with the General Plan (as amended) and the Specific Plan (as amended).

4.2 Timing of Development and Allotment. The Project may be developed incrementally or in Phases and, except as otherwise specifically provided in this Agreement, Developer is under no obligation to commence or complete the Project in any particular timeframe or at all. The Parties acknowledge that the Developer cannot at this time predict when or the rate at which the Project will be developed and they acknowledge that the actual rate of development will depend upon numerous factors which are not all within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of the Developer and City to hereby cure that defect by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such times as the Developer deems appropriate within the exercise of its sole and subjective business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Property with the permitted uses of land and the density and intensity of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals, the Conditions of Approval and the terms of this Agreement. Said vested rights pursuant to this Agreement shall continue until the termination of this Agreement.

4.3 Moratorium. No City-imposed moratorium or other limitation (including, without limit, limitations relating to the rate, timing or sequencing of the development or construction of all or any part of the Property or any Phase thereof, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property or Project Approvals to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.4 City Services. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, Conditions of Approval, Applicable Rules and any subsequent additional Discretionary Approvals, if any, sought by Developer to

implement the Project, City has determined and hereby finds that it will have sufficient capacity in the City's infrastructure, services and utility systems, including, as applicable, traffic circulation, storm drainage, sewer collection, sewer treatment and sanitation service to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project.

4.5 Partial Termination. Developer shall have the right to request that the City approve a partial termination of this Agreement to release a portion(s) of the Property from the Agreement's obligations and benefits ("Partial Termination"). A Partial Termination may be approved by the City if Developer demonstrates to the City's satisfaction, in its sole and independent judgment, that the portion of the Property to be released from the Agreement obligations is not needed to satisfy any of the obligations established in the Agreement. If the City makes such a determination, such released Property shall not be subject to any of the obligations created in this Agreement, and similarly, will not receive any of the benefits created in this Agreement. Notwithstanding anything in this Agreement to the contrary, the obligations of Developer in this Agreement are not intended to and shall not encumber any portion of the Property that has been finally subdivided, on which a residence has been constructed, and that is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user as a residential lot. Upon any such sale or lease, the residential lot shall be automatically and without further need for approval by the Parties be released from the duties and obligations of the Developer under this Agreement. Despite the intention of the Parties for this paragraph to be self-executing, the City shall execute a recordable instrument sufficient to release the Developer's obligations in this Agreement from a residential lot within thirty (30) days of a written request by Developer or any person with ownership rights to such residential lot. No such owner of an individual lot shall have the right to assert any rights of Developer under this Agreement, and Developer shall remain the responsible party for purposes of exercising any of those rights.

4.6 Developer Purchase of City Property. The conveyance of the City Property from City to Developer shall be recorded concurrently with the recordation of the final tract map in compliance with the TTM ("Final Tract Map"). At such time as Developer shall elect during the term of this Agreement upon advance written notice to City, City shall cooperate with the conveyance by executing the escrow instructions, executing a grant deed, and City shall take all steps reasonably necessary to cause the transfer of the City Property to occur concurrent with the recordation of the Final Tract Map. The conveyance of the City Property to the Developer shall reserve an easement in favor of the City for storm drain purposes and shall be free of all monetary liens or encumbrances and shall be evidenced by a title policy containing only those exceptions to title shown in the pro forma policy of title insurance attached hereto as Exhibit E and said storm drain easement. The title policy shall provide coverage in such amount as Developer may request and title company shall approve. The conveyance of the City Property shall be handled through an escrow established with First American Title, who shall also act as the title company for that transfer. The parties shall execute such further escrow instructions and take such further actions as escrow holder may request to complete the transfer of the City Property to the Developer, provided that such instructions and actions shall be consistent with the terms of this Agreement, and, in the event of any conflict between such instructions and this Agreement, this Agreement shall control. All closing costs relating to the City Property shall be

paid by Developer. The conveyance of the City Property to Developer shall be by a grant deed in customary form reasonably acceptable to City and Developer. City shall make all due diligence materials relating to the Property and within its possession or control available for Developer's review and approval within fifteen (15) days after the date of this Agreement. If Developer, acting in its sole discretion, disapproves such materials or its review of the City Property within ninety (90) days after the date of this Agreement, then Developer shall have no further obligation to purchase the City Property. City shall inform Developer of any material inaccuracy in or omission from the City due diligence materials of which the City has knowledge. In consideration for the vesting and other benefits provided to Developer under this Agreement, the purchase price for the City Property shall be set at the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). Concurrent with execution of this Agreement, Developer shall deliver to the City One Hundred Dollars (\$100) as separate consideration for the City's execution of this Agreement, and such payment to the City of such \$100 shall be nonrefundable in any event and shall be retained by City regardless of whether Developer proceeds with the purchase of the City Property. So long as this Agreement is in effect, Developer shall have the right to pursue all necessary or appropriate entitlements for the City Property relating to the Developer's proposed Project, and City shall reasonably cooperate with the Developer with respect to such matters upon the Developer's request, including processing of the TTM so that it covers both the Property and the City Property. If Developer fails to purchase the City Property then the Project Approvals, including the TTM, the Precise Plan, and the Specific Plan, will require amendments to be considered and approved by the City Council after a hearing. The City Council shall have discretion to act subject to all then applicable rules, regulations and requirements without limitation to the Applicable Rules. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

IF THE SALE OF THE CITY PROPERTY IS NOT CONSUMMATED SOLELY AS A RESULT OF THE DEVELOPER'S UNCURED DEFAULT HEREUNDER, THEN CITY'S SOLE AND EXCLUSIVE MONETARY REMEDY (WHETHER AT LAW OR IN EQUITY) SHALL BE TO RECOVER FROM DEVELOPER THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) AS LIQUIDATED DAMAGES. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT SUCH AMOUNT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH CITY WOULD BE MONETARILY DAMAGED BY DEVELOPER'S DEFAULT IN LIGHT OF THE DIFFICULTY AND COST OF DETERMINING CITY'S ACTUAL MONETARY DAMAGES AS A RESULT OF SUCH DEFAULT BY DEVELOPER. SUCH AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED MONETARY DAMAGES OF CITY FOR THE BREACH OF THE OBLIGATION TO PURCHASE THE CITY PROPERTY BY DEVELOPER, ALL OTHER CLAIMS TO MONETARY DAMAGES WITH RESPECT TO SUCH BREACH BEING HEREIN EXPRESSLY WAIVED BY CITY. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389 WITH RESPECT TO DEVELOPER'S OBLIGATION TO PURCHASE THE CITY PROPERTY. CITY AND DEVELOPER HAVE PLACED THEIR INITIALS IN THE SPACE PROVIDED BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTOOD AND AGREED TO THIS LIQUIDATED MONETARY DAMAGES PROVISION. CITY AND DEVELOPER AGREE THAT, IN THE EVENT OF A BREACH BY DEVELOPER OF THE OBLIGATION TO PURCHASE THE CITY PROPERTY, THE CITY'S MONETARY REMEDY UNDER THIS AGREEMENT SHALL BE THE LIQUIDATED DAMAGES SET FORTH ABOVE.

\_\_\_\_\_  
City's Initials

\_\_\_\_\_  
Developer's Initials

Section 5. Changes.

5.1 Nonapplication of Changes; Additional Conditions of Approval and Other Exceptions.

5.1.1 Nonapplication of Changes to Applicable Rules Without Developer Consent. The adoption of any change in the Applicable Rules, adopted or becoming effective after the Effective Date of this Agreement, shall not be applied to the Project, unless the Developer gives written notice to the City of its election to have such change in the Applicable Rules applied to the Project, which it may grant or withhold in Developer's sole and absolute discretion, or unless such change in the Applicable Rules constitutes a lawful exercise of the City's Reserved Powers or is otherwise expressly authorized by this Agreement.

5.1.2 Additional Conditions of Approval. Although no additional conditions or dedications shall be imposed by the City on the development of the Project, the Parties acknowledge and agree that, in approving any tentative subdivision maps with respect to the Property filed after the date of this Agreement, the City reserves its right to impose normal and customary dedications pursuant to the Applicable Rules for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Property. In addition, nothing in this Section 5.1 shall preclude the City from requiring further conditional use permits, planned unit development permits, site plan reviews, architectural review, precise plan grading review and other approvals required by any development permits and Discretionary Approvals with respect to the Project that are expressly provided for by the Applicable Rules.

5.1.3 Changes in Building Codes. As set forth above in Section 2.1, notwithstanding any provision of this Agreement to the contrary, any Project improvements that are not yet issued building permits shall be subject to changes occurring from time to time resulting from the City's adoption of building regulations based on the recommendations of a multi-state professional organization and which become uniformly applicable throughout the City, including, but not limited to, the California Building Standards Codes and other similar or related uniform codes.

5.1.4 Changes Mandated by Federal or State Laws or Regulations. In the event that any Federal, State, County or multi-jurisdictional laws or regulations (collectively "Federal or State law or regulation") enacted after the Effective Date but prior to the issuance of a building permit for the applicable improvements prevents or precludes compliance with one or more of the provisions of this Agreement or the Applicable Rules, such provisions of this Agreement or the Applicable Rules shall be modified or changed as necessary to comply with such Federal or State law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Project. In the event City has discretion to do so, the City shall interpret and implement a Federal, State, County or multi-jurisdictional law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Developer's

rights in the Project Approvals or under this Agreement. Where City or Developer believes that such modification or change is required, that Party shall take the following actions:

(a) Notice and Copies. The Party which believes a change or addition is required shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(b) Modification Conferences. The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation consistent with the provisions of Section 5.1.4 above. In such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer and the City derived from this Agreement to the maximum feasible extent while resolving the conflict.

(c) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in this Agreement or the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Developer, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

5.1.5 Cooperation in Securing Permits. Upon Developer's request, the City shall cooperate in good faith with Developer, at no cost or expense to the City, in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project required for the development of the Project, including, without limitation, any permits or approvals required as a result of a modification pursuant to Section 5.1.4 above.

5.1.6 Changes in Processing Fees. Notwithstanding anything herein to the contrary, development of the Property and construction of the Project shall be subject to payment of all applicable Processing Fees which may be in effect from time to time and which are then applicable to the Project in accordance with the terms thereof. As set forth above, the Developer Fees in the amounts listed on Exhibit C are the only Developer Fees that the City may impose or levy on the Project during the time period set forth in Section 2.6 above.

5.1.7 Developer's Right to Contest New or Increased Fees, Charges or Assessments. Nothing in this Agreement shall prevent Developer from contesting, in any appropriate forum, the imposition or the amount of any Processing Fees, Developer Fees, or other fees, charges or assessments, or any increase therein. Such right of protest shall not extend to the existence or current amount of any Developer Fees identified on Exhibit C, or any

Processing Fees in effect as of the Effective Date of this Agreement, and the Developer hereby agrees to cause to be paid the same pursuant to City's normal fee payment schedule without objection thereto. Notwithstanding any pending good faith contest of such new or increased fees, charges or assessments, City shall proceed with issuance of all required Ministerial Approvals with respect to the Project and shall not withhold or delay issuance of those Ministerial Approvals based upon any pending protest or appeal with respect to such fee, charges or assessments; provided any contested amount has been paid to City under protest with a reservation of rights.

5.1.8 Ministerial Permits. The City shall not require Developer to obtain any Ministerial Permits for the development of the Project in accordance with this Agreement other than those required by the Applicable Rules or by agencies unrelated to the City. Any Ministerial Permit required under the Applicable Rules shall be governed by the Applicable Rules.

5.1.9 Discretionary Approvals. Any approval involving a Discretionary Action or Discretionary Approval and required or needed after the Effective Date in order to commence or complete the approved Project, which does not materially change, modify or alter the Project, shall be governed by the Applicable Rules. Any subsequent Discretionary Action or Discretionary Approval sought by Developer in connection with a modification which materially changes, modifies or alters the Project shall be subject to all then applicable governmental rules, regulations and requirements without limitation to the Applicable Rules. Notwithstanding anything to the contrary contained herein, no subsequent Discretionary Action or Discretionary Approval shall require further CEQA review unless the City finds, based on substantial evidence, that such further CEQA review is required in order to comply with CEQA.

5.1.10 Timely City Actions. The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a Discretionary Action or Discretionary Approval implementing the approved Project. City's obligations in this Section 5.1.10 are conditioned upon Developer satisfactorily complying with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by the City for processing applications for such Discretionary Actions or Discretionary Approvals or Ministerial Permits/Ministerial Approvals. If the City fails to timely act in the manner specified above, then upon written notice by Developer of such unreasonable delay and the identification of the specific cause(s) thereof and continuing so long as such delay continues, Developer's rights under this Agreement shall be extended on a day-for-day basis from the date of such notice until the delay has been remedied.

5.1.11 Interim Uses. City agrees that, until development of the Project, the Developer may continue the present use and operation of the Property or any other use currently permitted under applicable governmental requirements.

5.1.12 Term of Project Approvals. As provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.22 above.

5.1.13 Minor Modifications. It is contemplated that Developer may in the future desire to change or modify the Project based on, without limitation, precise planning, precise grading, structure siting on lots, road configuration, drainage patterns or drainage needs and infrastructure, changes in market demand, or other factors in a manner that will not lead to a material increase in the severity of environmental impacts or materially change the Project as approved ("Minor Modifications"). Such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Applicable Rules and shall, upon approval by City, continue to constitute the "Project Approvals" as referenced herein. The Parties agree that such Minor Modifications in Project Approvals that do not materially alter the Project may be agreed to in writing by the City Manager and the Developer. All Minor Modifications will require approval in accordance with the Applicable Rules. The Parties agree that any such Minor Modifications shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

## Section 6. Default Provisions.

6.1 Default by Developer. In the event the Developer does not perform its obligations under this Agreement ("Defaults") in a timely manner, the City shall have all rights and remedies provided herein or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of Developer under this Agreement, or modifying or terminating this Agreement, provided that (i) except for recovery of any amounts, including attorneys' fees, owed to City under the terms of any indemnities in Sections 7.10 and 7.23 for the benefit of the City or the liquidated damages payable to City for failure to complete the purchase of the City Property after Developer approval of its feasibility review, the City hereby knowingly, willingly and intelligently waives any right to seek monetary damages from Developer for such breach, including any monetary damages for the failure to start or complete the Project and (ii) with respect to any remedy the City has first complied with the following procedure:

(1) Notice of Default. The City shall give to Developer written notice of default identifying with specificity Developer's alleged Default(s).

(2) Period to Cure Non-Compliance. Twenty (20) days after service of the notice of default, Developer shall commence to cure the identified Default(s) or inform the City in writing of the steps it will be taking to cure such Default(s), and Developer shall complete the cure of such Default(s) within a reasonable period of time not to exceed sixty (60) days after service of the notice of default ("Developer Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the Developer Cure Period shall be extended for the period necessary to complete the cure so long as Developer has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice. (3) Failure to Cure

Default. If, after the Developer Cure Period (or any extension thereof) has elapsed, the City Council finds and determines that Developer remains in Default, the City Council may terminate or modify this Agreement, after compliance with the provisions of Section 65864 et seq. of the Government Code. Before ordering the termination of this Agreement, the City Manger shall have the matter set for hearing at its next most convenient meeting, and shall give not less than ten (10) days written notice of the time and place of such hearing to the Developer. The City Council shall conduct a public hearing to determine whether this Agreement should be terminated as authorized by Section 65864 et seq. of the Government Code and the provisions of this Agreement. The decision of the City Council to terminate or modify this Agreement shall be final and conclusive subject only to judicial review.

(4) Termination; City Remedies. If the City Council terminates this Agreement, after a final determination is made by City Council that the Developer is in Default and has not cured the Default within the Developer Cure Period, such termination of this Agreement shall not affect any right or duty of either party arising from entitlements or approvals, including the Projects Approvals, on the Property approved prior to the effective date of the City Council's order of termination. Notwithstanding termination of this Agreement, City shall have the right (i) to compel Developer by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (ii) to require Developer to dedicate any property required for public improvements and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement.

6.2 Default by the City; Notice of Default. In the event the City does not timely accept, process, or render a decision on necessary development permits, entitlements, or other land or building approvals for use of the Property as provided in this Agreement or by the Project Approvals under the Applicable Rules, or if the City otherwise fails to perform its obligations under this Agreement in a timely fashion, Developer shall have all rights and remedies provided by applicable law, including the right to specifically enforce the City's obligations hereunder, provided that Developer shall first serve on City a written notice of default stating with specificity those obligations which it believes City has not performed. The City shall commence to cure the identified default(s) within twenty (20) days after receipt of the notice of default and shall complete the cure of any default within sixty (60) days after receipt of the notice of default ("City Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the City Cure Period shall be extended for the period necessary to complete the cure so long as City has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice. Where the City fails to cure a default within the City Cure Period, Developer may, in addition to the specific performance remedy provided for above, forthwith terminate this Agreement and all further rights and obligations of the Parties hereunder; provided such termination shall not affect or release any obligations of a Party that have accrued as of the date of such termination.

## Section 7. General Provisions.

7.1 Termination. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Project Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 7.2 below, provided that the extension of the Agreement pursuant to this sentence shall not cumulatively exceed a period of five (5) years.

7.2 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time is designated within which a Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including, without limitation, war; terrorist acts; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs, such as an annual review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs, such as the annual review); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; extraordinary unavailability of goods or materials necessary for the Project or similar bases for excused performance which are not within the reasonable control of the Party to be excused. Economic constraints, or lack of available funding or financing, shall not constitute grounds for extension under this Section 7.2.

7.3 Developer's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, the Developer retains the right to terminate this Agreement, and any executory obligation to purchase the City Property, upon thirty (30) days written notice to the City in the event that the Developer determines in good faith that continued development of the Project has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals.

7.4 Venue. Any legal action arising out of this Agreement must be filed in the Los Angeles County Superior Court.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed in the State of California.

7.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement and in accordance with all applicable laws.

7.7 Assignment. In executing this Agreement, City has relied upon the financial capabilities of Developer to construct and operate the Project. Accordingly, except for transfers to (i) an affiliate, parent, or subsidiary entity of Developer or its members which controls, is controlled by, or is under common control with Developer or such members, or (ii) the "Pre-Approved Assignee" (as defined below) (which shall not require any consent from the City but which Developer shall notify City of in writing concurrent therewith), the rights and obligations of Developer under this Agreement may not be transferred or assigned in whole or in part by Developer (collectively an "Assignment") without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that any sale or lease of residential lots as provided in Section 4.5 shall not constitute an Assignment that requires City consent. Any request for consent of such transfer or assignment by Developer shall include the financial capabilities of the proposed transferee or assignee. City shall respond to such request in writing within ten (10) days after receipt and, in the event of any disapproval, set forth the reasons therefor. If City fails to respond within said ten (10) day period, the proposed assignment shall be deemed approved. The City Manager is hereby authorized to act upon any request for approval under the foregoing provision, and any approval granted by the City Manager shall constitute the action of and be binding upon the City. The "Pre-Approved Assignee" shall mean and refer to San Dimas Urban Village LP, a California limited partnership ("SDUV"), and its successors and assigns, and shall also include an affiliate, parent or subsidiary entity of SDUV or its general partner which controls, is controlled by, or is under common control with SDUV or such general partner.

7.8 Release of Transferring Owner. Upon any Assignment of the entirety of this Agreement, or a portion thereof or of the rights hereunder approved by the City or upon an Assignment to the Pre-Approved Assignee, the transferor shall be released of all obligations under this Agreement that relate to the Property or portion thereof being transferred to the extent arising from and after the date of the Assignment, and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the Property or portion thereof acquired by such transferee. In connection with each transfer of any portion of the Property or portion thereof, transferor shall require the transferee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property or portion thereof being transferred. Each transferee shall be responsible for the reporting and annual review requirements relating to the portion of the property owned by such transferee, which shall be severally and independently applied to each such transferee.

7.9 Covenants. Until expiration of the Term, the provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property. All provisions of the Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with respect to development of the Property: (i) is for the benefit of and is a burden upon the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

7.10 Cooperation and Implementation.

(1) Processing. Upon Developer's completion of all required preliminary actions and the tender of payment (whether under protest or not) of appropriate

Processing Fees, including the fee for processing this Agreement, the City shall promptly commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information required under the Applicable Rules which are necessary for the City to carry out its processing obligations. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinement and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character as to require an amendment hereof. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

(2) Other Governmental Permits. Developer shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. The City shall cooperate, communicate and coordinate in good faith with Developer and any such third party agencies in connection with Developer's endeavors to obtain such permits.

(3) Legal Challenges. In the event of a legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree, so long as this Agreement remains in effect, to affirmatively cooperate with one another in defending said action. If litigation is filed contesting the validity of this Agreement or the right of Developer to construct the Project in accordance with the provisions of this Agreement, the Developer shall coordinate such defense so long as this Agreement remains in effect and shall reimburse City for all of its expenditures actually and reasonably incurred in connection with the defense of such litigation, including, but not limited to, City's reasonable attorneys' fees and, so long as this Agreement remains in effect, shall indemnify, defend and hold City and its representatives harmless from any such claim, action or proceeding and all costs arising therefrom or any judgment obtained in such action or proceeding. In connection with the conduct of such litigation, the City, the City Attorney and Developer shall meet and confer upon the request of the other party to formulate legal strategy for the conduct of such litigation and to control its cost. Developer shall have the right to provide input on the reasonableness of strategy and methods to ensure such costs are efficiently controlled as litigation pursuant to this subsection (3) proceeds, but any final decisions with respect to strategy and staffing shall be made jointly by the City and Developer.

7.11 Relationship of the Parties. The Parties acknowledge and agree that Developer is not an agent, joint venturer or partner of the City.

7.12 Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the

Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, Registered or Certified Mail, or by reputable overnight courier or by electronic transmittal addressed to the Parties as follows:

CITY: City of San Dimas  
245 East Bonita Avenue  
San Dimas, California 91773  
Attn: City Manager and Director  
Planning & Community Development  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

WITH A COPY TO: Aleshire & Wynder, LLP  
2361 Rosecrans Avenue, Suite 475  
El Segundo, California 90245  
Attn: Mark Steres, Esq.  
Facsimile: (310) 532-7395  
Email: [Msteres@awattorneys.com](mailto:Msteres@awattorneys.com)

DEVELOPER: Olson Urban Housing, LLC  
3010 Old Ranch Parkway, Suite 100  
Seal Beach, CA 90740  
Attn: John P. Reekstin and Todd Olson  
Facsimile: (562) 596-4703  
Email: [jreekstin@theolsonco.com](mailto:jreekstin@theolsonco.com)  
[tolson@theolsonco.com](mailto:tolson@theolsonco.com)

WITH A COPY TO: The Olson Company  
3010 Old Ranch Parkway, Suite 100  
Seal Beach, CA 90740  
Attn: Katherine M. Chandler, Esq.  
Facsimile: (562) 598-9853  
E-Mail: [kchandler@theolsonco.com](mailto:kchandler@theolsonco.com)

WITH A COPY TO: Liner, LLP  
1100 Glendon Avenue, 14<sup>th</sup> Floor  
Los Angeles, California 90024  
Attn: Dennis S. Roy, Esq.  
Facsimile: (310) 500-3501  
Email: [droy@linerlaw.com](mailto:droy@linerlaw.com)

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier or (iv) upon receipt of a electronic transmittal confirmation, provided such transmittal occurs on a business day before 5:00 p.m. at the location of the Party receiving

notice, otherwise such transmittal shall be deemed to occur at 9:00 a.m. the following business day., and provided such electronic transmittal is followed by a notice sent within thirty-six (36) hours thereafter by one of the methods provided above.

7.13 Recordation. As provided in Government Code Section 65868.5, the City shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its effective date of this Agreement and its execution by both parties. Developer shall reimburse the City for all costs of such recording, if any.

7.14 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any applicable law which becomes effective after the Effective Date of this Agreement, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

7.15 Time of the Essence; Construction. Time is of the essence for each provision of this Agreement of which time is an element. The defined terms in this Agreement apply equally to the singular and plural forms thereof. Whenever the context requires, any pronoun includes the masculine, feminine and neuter forms. The words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation".

7.16 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

7.17 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.18 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter expressly contained in this Agreement.

7.19 Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

7.20 Certificate of Compliance. At any time during the term of this Agreement, any lender or Party may request the other Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults, and (iii) any other

information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefor.

7.21 Mortgagee Protection. This Agreement shall not prevent or limit Developer, in any manner, at its sole discretion, from encumbering the portion of the Property owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees, upon request from time to time, to meet with the Developer and the representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines, in its reasonable judgment, that such interpretation or modification is consistent with the intent and purposes of this Agreement and does not adversely impact the City's rights or obligations hereunder in any material respect. Any Mortgagee of the Property, or any portion thereof, shall be entitled to the following rights and privileges:

(1) Neither the entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property, or any portion thereof, made in good faith and for value.

(2) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default or noncompliance by the Developer in the performance of its obligations under this Agreement.

(3) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default or notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that expires thirty (30) days after the expiration of the remaining cure period allowed Developer under this Agreement.

(4) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of Developer under the Agreement arising prior to acquisition of title to the Property, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Project or any component thereof, except as expressly provided in Section 7.3 above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement, including the right to terminate this Agreement. In the event any Mortgagee seeks to develop or use portion of the Property acquired by such Mortgagee, such Mortgagee shall strictly comply with all of any the terms, conditions and requirements of this Agreement and the Project Approvals applicable to the Property or such part thereof acquired by the Mortgagee.

7.22 Processing of Modification. The Developer shall reimburse the City for its actual costs incurred in connection with any modification to this Agreement initiated by Developer or its Mortgagee.

7.23 Indemnity.

7.23.1 General. Developer shall indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligence or willful misconduct of the Developer in the performance of the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Property, except to the extent such claims are excepted as provided below in Section 7.23.2.

(a) Developer will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Developer will promptly pay any final judgment (subject to Developer's or City's rights to appeal from such final judgment) rendered against the City, its officers, agents, or employees for any such Claims or Liabilities arising out of or in connection with the indemnity in this Section 7.23.1, and Developer agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents, or employees is made a party to an action or proceeding filed or prosecuted for Claims or Liabilities described in the indemnity in this Section 7.23.1, the City shall promptly tender its defense to Developer, who pursuant to (a) above will defend the City, its officers, agents, or employees with attorneys selected by Developer and reasonably approved by City; Developer shall bear any and all costs and expenses in such action or proceeding, including but not limited to legal costs and attorneys' fees incurred in defending the City.

7.23.2 Exceptions. The foregoing indemnity shall not include Claims or Liabilities arising solely from the negligence or willful misconduct of the City, its officers, agents, or employees.

7.23.3 Loss and Damage. Except as provided in Section 7.23.2, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as provided in Section 7.23.2, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property.

7.23.4 Period of Indemnification. The obligations for indemnity under this Section 7.23 shall begin upon the Effective Date of this Agreement and shall terminate upon termination of this Agreement or the Developer's sale of all of its interest in the Project to the homeowners purchasing the individual residences constructed on the Property, whichever occurs

first; provided, that any obligations that have been asserted as of the date of such termination shall survive that termination and remain enforceable by the City.

7.24 Insurance.

7.24.1 Types of Insurance.

(a) Commercial General Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer commercial general liability (CGL) insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of at least Three Million Dollars (\$3,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to increases in amount as City may reasonably require from time to time.

(b) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against City and against City's agents and representatives; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on contemplated use and activities on the Property.

7.24.2 Failure to Maintain Insurance and Proof of Compliance.

Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(a) For insurance required above, within thirty (30) days after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, at least thirty (30) days prior to expiration of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder after giving notice and an opportunity to cure.

7.25 Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

7.26 Periodic Reviews.

(1) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement as provided in the Enabling Resolution (“Annual Review(s)”). The cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. The annual review fee will initially be \$2500 per year, payable in advance by Developer prior to initiation of the review. The annual fee shall be increased after five years by the percentage increase in the Consumer Price Index for Los Angeles/Long Beach/Anaheim between the date of this Agreement and the month prior to the commencement of the applicable sixth year review. In addition, if the annual review results in a finding of default or breach by the Developer, the Developer shall reimburse the City upon demand for all actual and documented direct and indirect costs of staff or consultants attributable to such annual review to the extent those costs exceed the base annual review fee paid by Developer for that year.

(2) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer’s compliance with this Agreement at any time (“Special Review(s)”). The cost of such Special Reviews shall be borne by the City, unless the City Council determines as a result of such Special Review that Developer is not acting in good faith compliance with the material provisions of this Agreement. In such cases, Developer shall reimburse City for all actual and reasonable costs, direct and indirect, incurred in conjunction with such a Special Review.

(3) Conduct of Reviews. The City Manager shall cause the Annual and Special Reviews to be conducted; provided, that the City’s failure to timely conduct any Annual review shall not constitute or be construed as a breach or default under this Agreement. Any review by a party other than the City Council shall be provided to the City Council. A review concluding the Developer has complied with the terms of this Agreement may be considered by the City Council as a consent calendar item. Any review that recommends a finding that the Developer has not acted in good faith compliance with the provisions of this Agreement shall require City Council ratification and adoption at a public meeting at which the Developer shall be entitled to appear. City failure to conduct any annual review, or to conduct such review on a timely basis, shall not affect, waiver or limit any of Developer’s rights hereunder.

7.27 Record of Applicable Rules. Upon the Developer’s written request to the City delivered within one hundred and twenty (120) days after the Effective Date of this Agreement, and at the Developer’s sole cost and expense, City and Developer shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Developer, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both Parties.

7.28 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

7.29 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Developer, and any lawful successor in interest of the Parties. Whenever the term "Developer" is used herein, such term shall include any other lawfully approved successor in interest of Developer. Nothing in this Section shall limit or waive the restrictions in Section 7.7 above.

7.30 Conflicts of Interest. The City represents and warrants that, to the actual knowledge of the City Manager, no member, official or employee of the City has any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

7.31 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

ATTEST:

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

CITY:

CITY OF SAN DIMAS,  
a general law city and a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Aleshire & Wynder LLP

By: \_\_\_\_\_

DEVELOPER:

OLSON URBAN HOUSING, LLC,  
a Delaware limited liability company,  
doing business as The Olson Company

By: In Town Living, Inc.,  
a Delaware corporation  
Its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DRAFT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**EXHIBIT A**

**Description of the Property**

DRAFT

**EXHIBIT B**

**Location Map**

DRAFT

**EXHIBIT B-1**

**Location of City Property**

DRAFT

**EXHIBIT B-2**

**Description of City Property**

DRAFT

**EXHIBIT C**

**Developer Fees as of Effective Date**

[TO BE FINALIZED IN CONNECTION WITH CITY COUNCIL APPROVAL;  
MAY OR MAY NOT INCLUDE FAIR SHARE FEE FOR  
INTERSECTION IMPROVEMENTS DEPENDING ON WHETHER FINAL APPROVAL  
INCLUDES PUBLIC STREET ALTERNATIVE OR PRIVATE STREET ALTERNATIVE]

Insert applicable fees, including fair share allocation for traffic signal improvements

DRAFT

**EXHIBIT D**

**Enabling Resolution**

**DRAFT**

**EXHIBIT E**  
**Pro Forma Title Policy**

DRAFT



# Agenda Item Staff Report

**TO:** Honorable Mayor and Members of City Council  
For the Meeting of December 9, 2014

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

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

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## **SUMMARY**

*The present Accord expires January 1, 2015. To work on the renewal of the Accord, the city has held meetings with the Owners October 9<sup>th</sup> and November 20<sup>th</sup>; and with Residents November 4<sup>th</sup> and 24<sup>th</sup>. There was an interest on both sides to continue with the provisions of the Accord. Residents expressed an interest in lowering the minimum 3.5% rent factor in the Accord's provisions. The Owners consented to reduce the minimum to 3.0% and to renew the Accord for an additional 5 years.*

*These changes are acceptable to both the Residents and Owners.*

## **RECOMMENDATION**

1. Receive report from staff, ask questions as desired.
2. Receive comments from the audience.
3. Approve the proposed renewal of the Accord for a 5 year period January 1, 2015 through January 1, 2020 – authorize the Mayor's signature.

Attachment: Proposed 5 year renewal of the Accord – one copy shows the changes; the second copy is the proposed Accord for 2015-2020.

## San Dimas Mobilehome Accord

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

7. Permitted pass-throughs.

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

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

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

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

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

9. Pass-throughs for prior capital improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Effective date and term. This agreement shall be effective on January 1, 2015~~0~~, for a term of five (5) years.

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

Approved and adopted December 9~~8~~, 2014~~09~~

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

ATTEST:

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

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

SAN DIMAS ROYAL

John DeFalco Management Company

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

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

MOBILELAND

John DeFalco, Management Company

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

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

CHARTER OAK MOBILE HOME ESTATES

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

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

LONEHILL MANOR MOBILEHOME ESTATES

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

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

CIENEGA VALLEY MOBILE HOME ESTATES

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

## San Dimas Mobilehome Accord

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

5. Maximum increase in base rent. The base rent for each existing mobilehome space may not be increased more than once in any twelve month period. The maximum annual rent increase amount will be no greater than the percent change in the annual Consumer Price Index (CPI) for All Urban Consumers, the Los Angeles-Riverside-Orange-County Statistical area published by the U.S. Department of Labor, Bureau of Labor Statistics. The maximum annual rent increase amount will be determined by the annual CPI 5 months before the annual rent increase is to be implemented (for example, if the rent anniversary date is July, the February annual index will be used). The City of San Dimas will keep a record of the annual CPI change to verify maximum rent increase amounts during the term of this agreement. If the annual CPI is less than 3%, the maximum annual rent increase amount will be 3%. Management may elect to have an increase less than the maximum. In no event shall the annual rent increase amount be greater than 7%.

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

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

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

7. Permitted pass-throughs.

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

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

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

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

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

9. Pass-throughs for prior capital improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Effective date and term. This agreement shall be effective on January 1, 2015, for a term of five (5) years.

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

Approved and adopted December 9, 2014

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

ATTEST:

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

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

SAN DIMAS ROYAL

John DeFalco Management Company

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

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

MOBILELAND

John DeFalco, Management Company

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

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

CHARTER OAK MOBILE HOME ESTATES

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

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

LONEHILL MANOR MOBILEHOME ESTATES

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

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

CIENEGA VALLEY MOBILE HOME ESTATES

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



CITY OF SAN DIMAS  
MINUTES  
SAN DIMAS PUBLIC FACILITIES FINANCING CORPORATION  
TUESDAY, DECEMBER 10, 2013  
SAN DIMAS COUNCIL CHAMBERS  
245 E. BONITA AVENUE

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**PRESENT:**

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

Secretary/Treasurer Blaine Michaelis  
City Attorney J. Kenneth Brown  
Assistant City Manager Ken Duran  
Deputy City Clerk Debra Black

**1. CALL TO ORDER**

Chairman Morris called the meeting of the San Dimas Public Facilities Financing Corporation to order at 10:03 p.m.

Mayor Morris asked City Manager Michaelis to explain what the corporation is.

Mr. Michaelis responded that it is an entity that allows the city to secure funding to finance projects. The Corporation meets infrequently because we don't have the need; but the bylaws require an annual meeting be conducted in the month of December. The bylaws also require that the leadership be reaffirmed and it is customary that the Mayor and Mayor Pro Tem serve as President and Vice Chair and the City Manager service as Secretary-Treasurer. The Board serves without compensation. The recommendation would be to affirm leadership.

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

No one came forward.

**3. APPROVAL OF MINUTES FOR MEETING OF DECEMBER 11, 2012.**

**MOTION:** Moved by Councilmember Templeman and seconded by Councilmember Ebner to approve the minutes. Motion carried by vote of five to zero. **(5-0)**

**4. ELECTION OF OFFICERS**

**MOTION:** It was moved by Councilmember Templeman and seconded by Councilmember Ebner to appoint Mayor Curtis Morris as President, Mayor Pro Tem Denis Bertone as Vice President and City Manager Blaine Michaelis as Secretary Treasurer. Motion carried by vote of five to zero **(5-0)**

**5. MEMBERS OF THE CORPORATION**

There were no comments.

**6. ADJOURNMENT**

Chairman Morris adjourned the meeting at 10:04 p.m.

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Debra Black, Deputy City Clerk



**MINUTES  
SAN DIMAS HOUSING AUTHORITY MEETING  
TUESDAY, DECEMBER 10, 2013  
SAN DIMAS COUNCIL CHAMBERS  
245 E. BONITA AVENUE**

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**PRESENT:**

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

Executive Director Blaine Michaelis  
City Attorney J. Kenneth Brown  
Assistant City Manager Ken Duran  
Deputy City Clerk Debra Black

**CALL TO ORDER**

Chairman Morris called the meeting to order at 10:04 p.m.

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

No one came forward.

**APPROVAL OF MINUTES**

- a. Approval of Minutes for meeting of December 11, 2012, May 14, 2013 and May 28, 2013

**MOTION:** It was moved by Councilmember Bertone and seconded by Councilmember Templeman to approve the minutes of December 11, 2012, May 14, 2013 and May 28, 2013. The motion passed unanimously.

**MEMBERS OF THE AUTHORITY**

City Manager Blaine Michaelis highlighted the activities for the year:

- Purchased 10 homes to be sold to qualified affordable families
- Authorize \$45,000 from the proceeds of Charter Oak Mobile Home Community to be available for housing rehab

Councilmember Bertone commented on the operations of these committees here and elsewhere and provided that our Councilmembers are not paid for sitting on these committees.

**ADJOURNMENT**

Chairman Morris adjourned the meeting at 10:00 p.m.

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Debra Black, Deputy City Clerk